



SurrogacyUK Terms & Conditions of Membership

Preamble

SurrogacyUK aims to be inclusive in its approach to membership, to support a diverse community of Members and to treat all Members fairly and equally. We are also a private, not-for-profit organisation, governed by a team of volunteers who have duty to protect the organisation's values and reputation, to safeguard its Members and their interests (i.e. providing a pathway to parenthood, surrogacy or known egg donation aligned to SurrogacyUK's values and principles), and the interests of children born through surrogacy.

These Terms & Conditions of Membership – and associated Member Expectations – support the interests of the organisation, its Members, and children born to them.

Granting membership, and continued membership, of SurrogacyUK is conferred by SurrogacyUK's Board of Directors alone, subject to the checks and balances provided by our approach to safeguarding, our Complaint's Policy and these Terms & Conditions of Membership.

Scope

These Terms & Conditions cover Members and applicants to the organisation and are shared early in our admissions process so that they are fully understood by prospective Members.

Definitions

The following words and phrases are used in this document and should be understood as follows:

| Word/Phrase | Meaning |
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| Cancellation | Where membership is cancelled with immediate effect and without any refund due to conduct or some other reason relating to non-compliance with SurrogacyUK's terms and conditions, rules, ethos or its processes and procedures. |
| Expenses | The reasonable costs incurred by a prospective or actual surrogate that are reimbursed by intended parents. |
| Forfeiture | Where membership is forfeited or 'given up': generally this refers to lapses of membership and individuals will usually be able to rejoin the organisation at a future date and subject to a fresh application and administration fee). |
| GTK | Formal getting to know period between intended parents and surrogates before a team is created. |
| Independent Journey(s) | A surrogacy arrangement made independently of – and without the support of – SurrogacyUK. |
| IP(s) | Intended Parent(s) |
| Journey Management Team | Team within SurrogacyUK responsible for providing practical advice and support to Members. |
| KED | Known Egg Donor |
| Member | Someone that has joined SurrogacyUK and continues to be a Member, abiding by these Terms and Conditions. |
| Non-renewal | Where a Member, subject to sanction, is not permitted to renew their membership without SurrogacyUK Management Team approval. |
| Offers | Where a surrogate contacts the Journey Management Team to ask them to offer to get to know intended parents on her behalf. |

| Word/Phrase | Meaning |
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| Other Surrogacy Organisations | A surrogacy organisation that is not SurrogacyUK. |
| Renewal fee(s) | Fees paid by Members to maintain their SurrogacyUK membership. |
| Sibling Journeys | A subsequent journey with SurrogacyUK, to create a sibling for intended parent Members that have one or more children through a SurrogacyUK journey. |
| Same Team Sibling Journeys | A subsequent journey with SurrogacyUK to create a sibling for an existing SurrogacyUK team, working with the same surrogate as the previous journey. |
| Sibling Fee | An administration fee paid to SurrogacyUK to process a sibling team. |
| Surrogate | A person that carries a child on behalf of intended parents. |
| SurrogacyUK | Surrogacy UK Ltd, Company Number 07810487 Registered Office Floor 3 24 Old Bond Street, London, England, W1s 4AP |
| SurrogacyUK Agreement Advisor | An advisor affiliated to SurrogacyUK who advises on Surrogacy Agreements. |
| Surrogacy/KED Agreement | A Surrogacy Agreement and/or an Agreement with a known egg donor. |
| SurrogacyUK Community | All Members, employees, volunteer and allies of SurrogacyUK. |
| SurrogacyUK Member Hub (the 'HUB') | SurrogacyUK's private discussion forum and knowledge base for the use of Members only. |
| SurrogacyUK Social | A social event arranged by a Member of SurrogacyUK, or by the organisation itself. |
| SurrogacyUK Support Worker | A Member and volunteer for – or employee of – SurrogacyUK that provides support for other Members' journeys. |

Terms & Conditions of Membership

Membership will be subject to SurrogacyUK's application process and admissions policy following which:

1. **All fees payable to SurrogacyUK shall be paid on or before their due date and shall be strictly non-refundable**, including conference and event fees. SurrogacyUK reserves the right to charge interest and late payment charges in accordance with the Late Payment of Commercial Debts (Interest) Act 1988 on any late payments. A 14-day 'cooling off period' applies to SurrogacyUK's Membership Fee (only); the 14-day period cannot be extended.
2. SurrogacyUK reserves the absolute **right to decline** to support any surrogacy/KED journeys – including sibling journeys – on the basis of welfare, safeguarding or eligibility for a parental order.
3. Prospective Members shall have six months from their date of application to **complete the Preparing for Surrogacy** course and all associated paperwork, after which time they must reapply and pay a new application fee.
4. Members shall at all times meet our **Member Expectations** and adhere to our **ethos** (see below).
5. If any Members fail to **pay all fees** relating to their membership on time, SurrogacyUK shall have the right to cancel their membership.

6. Members shall **abide by all of SurrogacyUK's processes and procedures** including, but not limited to, those specified within these Terms and Conditions. Other processes and procedures will be communicated to applicants and Members at various points during their application for membership, or subsequently after they have been accepted as Members.
7. Members will **keep SurrogacyUK actively updated** on their surrogacy journeys and respond to requests for information from the organisation in a timely manner so that SurrogacyUK can use its reasonable endeavours to provide appropriate levels of support to Members.
8. Except in the case of Same Team Sibling Journeys, **Offers will be made by surrogates or KEDs only** via SurrogacyUK; and IPs are prohibited from requesting assistance or support of any description directly from a Surrogate or KED. The making of offers of support/requests for support in breach of these terms and conditions shall be treated as a repudiation of membership and entitle SurrogacyUK to irrevocably cancel the membership of any Member involved. For Same Team Sibling Journeys, Surrogates/KEDs are able to make offers directly without routing such offers via Surrogacy UK but any such offers must be notified to SurrogacyUK within 24 hours of any offers being made.
9. Members shall undertake a **Getting to Know (GTK)** period of at least three months before making a decision about whether to go ahead and form a surrogacy team. The only exceptions to this rule are:
 - a) if intended parents and surrogates join as a team, in which case the GTK period is one month or
 - b) for same team sibling journeys, in which case the GTK period is one month (not before six months post-birth).
10. IPs shall **cover reasonable expenses for GTKs and TTCs** subject to guidance provided by SurrogacyUK.
11. All surrogacy/KED teams shall have a **Surrogacy/KED Agreement** in place, signed in the presence of a SurrogacyUK Agreement Advisor, before attempting to conceive (including same-team sibling journeys – see below). Journeys that begin *without* an Agreement in place will be regarded as independent journeys. They will not be supported by SurrogacyUK and will result in the suspension or cancellation of membership.
12. The following **strict conditions** apply to Surrogacy/KED Agreements:
 - a. **one Agreement per journey:** each subsequent journey, even with the same team Members must have a new agreement in place that has been mediated by SurrogacyUK
 - b. **the Agreement applies only to those present at the Agreement Session:** it is not transferrable
 - c. **the surrogacy type must match the Agreement:** any change from host to straight surrogacy or vice versa must be via a mediated update session with SurrogacyUK
 - d. **full Members only:** the SurrogacyUK agreement is not valid for independent journeys
 - e. **Agreement must be in place prior to treatment:** an Agreement must be in place prior to the start of a treatment cycle or before inseminations start - SurrogacyUK are unable to backdate an Agreement should you start trying to conceive before it is complete
13. Sibling journeys – including same-team sibling journeys – will be subject to a **'Sibling Fee'** payable by intended parents in addition to their renewal fee, to contribute to the cost of supporting a sibling journey.
14. Members shall **honour the financial commitments** made in their Surrogacy Agreement. Intended parents shall be liable for reasonable expenses in cases of miscarriage, termination and stillbirth.

15. Members shall not subject other Members to **discrimination or coercive or abusive behaviour** in any forum, whether that forum is facilitated by SurrogacyUK or not.
16. Members shall not spread **malicious information or make derogatory remarks or seek to cause reputational or financial** harm to SurrogacyUK or any of its current or past Members or any director or employees (including SurrogacyUK team Members) of SurrogacyUK, in any forum including, but not limited to, any social media platforms.,
17. Members are free to hold **concurrent membership** of SurrogacyUK and other Surrogacy Organisations or groups but must notify SurrogacyUK of their intention to try to conceive outside of the organization, either through assistance from another Surrogacy Organisation or through an Independent Journey. Upon SurrogacyUK being notified – by the Member concerned or via any other party – of any attempts to conceive through another Surrogacy Organisation or Independent Journey, SurrogacyUK shall, at its sole discretion, be at liberty to suspend membership of SurrogacyUK for up to 18 months. After 18 months SurrogacyUK shall, at its absolute discretion:
 - a. lift the suspension, at which point the Member(s) concerned will be required to pay renewal fees in order to maintain their membership; or
 - b. cancel their membership (in which case, in order to rejoin, a new application will be required and the appropriate fees will be paid).

Sanctions

Where Members breach these Terms and Conditions or SurrogacyUK's rules, ethos, or its processes and procedures, SurrogacyUK shall at its sole discretion apply one or more of the following sanctions:

Forfeit: membership shall be forfeited or 'given up': this may relate to 'lapses' of membership and individuals may be able to rejoin the organisation at a future date and subject to a fresh application and administration fee.

Non-renewal: Members shall not be entitled to renew their membership of SurrogacyUK because of non-compliance. Generally individuals will not be able to rejoin the organisation in the event of non-renewal.

Cancellation: membership will be cancelled with immediate effect. Individuals will not be able to rejoin the organisation in the event of cancellation.

A former Member shall only be able to rejoin as a Member of SurrogacyUK with the express written approval of the SurrogacyUK Management Team and in all cases any new application for membership must be submitted with the relevant application fee.

Member expectations

Practical things that we expect from you, and that you can expect from SurrogacyUK.

SurrogacyUK expect members to use their best endeavours:

- Members to keep in contact with SurrogacyUK's journey management team on a regular basis.
- Members to be active on the SurrogacyUK Member HUB.
- Members to engage with the SurrogacyUK community online on a regular basis (as a minimum, update their diary at least once a month).
- Members to attend at least one face-to-face social or one online social every month.

Members can expect Surrogacy UK to use reasonable endeavours to provide:

- All the information you need to support your surrogacy journey (through the HUB's Knowledge Base or from our JM and Support Teams).
- All generic proformas needed throughout your surrogacy journey.
- Support for their journey to be provided by SurrogacyUK's Journey Management and Support Teams and through peer support (either through group support or directly by a SurrogacyUK support worker).
- Additional support when required and appropriate.
- All active IPs to have a profile made available to active surrogates (except where they're in a GTK or Team).
- All Members have been DBS checked and are eligible for a parental order.
- Regular social events provided free of charge (both face to face and online).
- A safe online space to talk to other Members.
- Help and support when dealing with clinics, courts, CAFCASS, employers, midwives etc.

SurrogacyUK ethos

The values and principles that underpin our organisation and community are:

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| 1 | Friendship first and community spirit | <p>Friendship first across our community, between Intended Parents (IPs), between surrogates, and between surrogates and IPs. In particular, our Members want and expect enduring relationships with their team: the friendship first ethos differentiates us from other surrogacy organisations and is a key driver for membership.</p> <p>Members will act in the spirit of the community, with integrity, and recognise that breaching these Terms & Conditions, and the SurrogacyUK ethos in general, negatively impacts the community and the organisation.</p> |
| 2 | Truthfulness, openness and transparency | <p>Our Members will be truthful, open and transparent about surrogacy, and throughout their surrogacy journeys with:</p> <ul style="list-style-type: none">• each other• the organization• their family and friends. <p>SurrogacyUK Members celebrate surrogacy as a valid and valuable pathway to parenthood.</p> <p>Openness and transparency includes with children born through surrogacy, who will be informed and aware of their origins.</p> |
| 3 | Acting in the interests of children of surrogacy | <p>More widely, SurrogacyUK and our Members will always consider the interests of children of surrogacy in the decisions and actions we take.</p> |
| 4 | Trust | <p>Trust is at the heart of surrogacy agreements. Trust is established in SurrogacyUK through our friendship first ethos, through our socials, through GTKs and through our Members' unshaking commitment to the surrogacy agreements that they sign, and which SurrogacyUK witness.</p> |
| 5 | Not commercial, not transactional | <p>SurrogacyUK is committed to the maintenance of the UK's altruistic approach to surrogacy. Commercial approaches to surrogacy – and transactional approaches to surrogacy journeys – are against our ethos.</p> |
| 6 | Responsibility | <p>SurrogacyUK provides a safe space in which IPs, surrogates and known egg donors (KEDs) can meet and form friendships. We provide a framework within</p> |

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| | | <p>which surrogacy agreements can be made, and a level of support through surrogacy journeys.</p> <p>However, IPs, surrogates and KEDs, ultimately, have responsibility for their own behaviours, interactions and relationships.</p> |
| 7 | Surrogates' bodily autonomy | <p>SurrogacyUK believes that:</p> <ul style="list-style-type: none"> ● it is the right of surrogates and KEDs to choose IPs without pressure or coercion and will do everything to protect that right ● surrogates/KEDs have a right to privacy in their expenses and medical information ● surrogates/KEDs retain bodily autonomy at all times. <p>SurrogacyUK does not support the sharing – with other parties in surrogacy journeys – of <i>either</i> surrogate/KEDs' expenses breakdowns <i>or</i> IPs' financial information regarding affordability of those expenses: we believe that such sharing undermines the trust required in creating a child through surrogacy. SurrogacyUK will review and approve surrogates' expenses as far as necessary to meet requirements of the Parental Order.</p> <p>SurrogacyUK's Directors are committed to maintaining the principles above.</p> |
| 8 | Equality, diversity and inclusion | <p>Parenthood through altruistic surrogacy should be open to everyone who is unable to have a child through other means. No one is more deserving than another.</p> |