

PATIENT TERMS & CONDITIONS



INTRODUCTION

Thank you for choosing to undergo your treatment at The London Clinic. The health and wellbeing of our patients is at the heart of all we do. Our priority is providing you, as our patient, with the highest quality personalised treatment. These Terms should be read along with our Privacy Policy and are aimed to give you a guide to the process you are about to undertake to allow you to undergo your treatment with peace of mind. Please take some time to read this document and do not hesitate to contact us if you have any questions.

1. GENERAL TERMS & CONDITIONS FOR ALL PATIENTS

- 1.1 These Terms and Conditions form the basis of the Agreement between you and The London Clinic.
- 1.2 Please read this paperwork carefully and take the opportunity to ask questions of our team at this stage.
- 1.3 Your Consultant will carry out a consultation with you to determine the treatment that you should have and let you know their recommended treatment plan. It is your responsibility to ensure that the planned treatment accurately reflects your wishes as discussed with your Consultant in relation to your Care.
- 1.4 Following your initial consultation with your Consultant, if you decide to continue with the treatment proposed by your Consultant (or as described in your Treatment Plan, if you are given one by our Self Pay team), you may be asked to either:
 - (a) pay the full amount set out in your Treatment Plan if your Care is scheduled to take place less than three (3) working days from the date of your initial consultation; or
 - (b) for patients whose Care is being funded by a third party (including an insurer or sponsor) you may be asked to pay any other amounts agreed with The London Clinic, as specified in the relevant Treatment Letter; or
 - (c) pay an allowance (deposit) towards your Care.

Your Agreement with The London Clinic

- 1.5 By registering with us, you agree to be bound by these Terms. If there is any conflict between these Terms, the Privacy Policy and Admission Form, these Terms will take precedence followed by the Privacy Policy. If there is any inconsistency between this Agreement and any marketing material, this Agreement will take precedence. The London Clinic may update these Terms from time to time however any changes will only apply to any future visits and you will be asked to agree to any new Terms before they become effective for you. Note that any new Terms will not apply to any Treatment Plan which is part-way through when the Terms are changed.

Consultants

- 1.6 While in The London Clinic, you will be under the Care of the Consultant you have been referred to, who may also involve other Consultants in your Care, if appropriate. The London Clinic staff, including nurses, will provide your Care under your Consultant's instructions.
- 1.7 Consultants involved in your Care are independent practitioners and are not employees of The London Clinic. Accordingly, other than in relation to obligations under the Privacy Policy, The London Clinic will not be liable for any act or omission of a Consultant (or the company or partnership that employs or engages the Consultants). The Consultant will be responsible for the Care he/she gives you.

Consultants' Fees

- 1.8 Any Consultant's fees relating to your Care will be charged separately to you, except where The London Clinic expressly agrees to collect the Consultant's fees as agent on behalf of the Consultant (this will be made clear to you in writing, if applicable).

Risk of Clinical Complications

- 1.9 While The London Clinic and your Consultants will do their best to ensure a satisfactory outcome, no clinical procedure is entirely risk-free and the results of any particular treatment cannot be guaranteed. If you have any concerns or queries you should discuss these with your Consultant.

The London Clinic Standard Rates

- 1.10 Unless you have made an arrangement to pay a Fixed Price or Guide Price Package with our Self-Pay team, then The London Clinic Standard Rates will apply to your Care.

Payment

1.11 Subject to any alternative arrangements agreed with The London Clinic, you are responsible for settling the cost of your Care before you are admitted or shortly after leaving The London Clinic. We may ask you to pay when you come into The London Clinic, when you make your appointment, or when you are being discharged.

Methods of Payment

1.12 Payments can be made via bank transfer, major debit or credit cards.

1.13 If you are paying the full balance of your Fixed Price or a deposit towards your Guide Price we can accept personal cheques provided they are received by us no later than 10 working days prior to your planned admission date. Cheques should be made payable to 'Trustees of the London Clinic Limited'. Please quote the name of the patient and the reference number on the reverse of the cheque and send to: Credit Control Department – Attention Cashier, 1 Park Square West, NW1 4LJ.

Payment of Sundry Items

1.14 All patients will be liable to pay for the cost of their Sundry Items.

1.15 A list of our prices for Sundry Items is available at any time during your Care on request from us.

Cancellation and Refunds

1.16 The London Clinic does not charge cancellation fees and you are free to change your mind about any course of treatment at any time. You will need to pay for the Care that you have received up until the point of cancellation and/or any other reasonable costs that The London Clinic has incurred. This will be charged at The London Clinic Standard Rates and this will include any bespoke items that have been pre-ordered on your behalf, such as bespoke prosthesis. Please note however, that Consultants may charge cancellation fees. This is not within the control of The London Clinic.

1.17 If you have already paid for your Fixed Price Package or a made a deposit, we will refund your payment, less any amount that you owe to the London Clinic and/or the Consultant. Please note that we will pay any refund (by cheque or electronic transfer) only to the cardholder or person who made the original payment. We do not pay cash refunds.

1.18 If your Consultant cancels your Treatment Plan because they consider it is not in your best interests for medical reasons, and you have already made a payment, we will refund that payment, less any amount that you owe to the London Clinic and/or the Consultant, in line with 1.17 above.

1.19 The London Clinic reserves the right to decline patients for treatment. Any such decisions would usually be based on ensuring, for example, the safety of our patients or staff, however such decisions will be made at our sole discretion.

Rescheduling

1.20 Following cancellation by you or your Consultant, for whatever reason, if you would like to reschedule your Care please contact us and we will be happy to arrange an appointment at a time convenient to you.

Your property

1.21 While we will take all reasonable care to ensure the safety of your belongings, The London Clinic does not accept any responsibility for the theft or loss of, or damage to, any of your or your visitors' property. We would strongly advise you not to bring valuable personal belongings into The London Clinic with you, unless required during your stay.

Children Receiving Treatment

1.22 Where a person signs an Admission Form as a parent or guardian on behalf of a child under the age of 18 who is under their care, they agree that they will be bound by these Terms, even if that child breaches, or is not bound by, any part of these Terms. In these circumstances, the references in these Terms to "you" and "your" shall include, as well as the child, the parent or guardian of such child in so far as such references relate to any obligation to pay for any Care provided by The London Clinic to that child.

Overseas Patients

1.23 If you are not ordinarily resident in the UK you will be liable to pay charges if you require NHS treatment whilst in the UK, whether related to your Care at The London Clinic or otherwise.

1.24 By signing an Admission Form and agreeing to these Terms you confirm that you have leave to enter the UK and that you meet all relevant immigration criteria.

Confidentiality

1.25 Here at The London Clinic we respect the confidentiality of all of our patients. We will treat all information provided to us by you as confidential and, subject to the terms of our Privacy Policy will not disclose any such information to any person outside of The London Clinic without your express consent or as otherwise required by law. In the interests of privacy for all of our patients we also request that you keep confidential any information or knowledge that you acquire during your visits to our Hospital including the identity of other patients that you may meet in our common areas.

Data Protection

1.26 We will process your personal data in accordance with our Privacy Policy, a copy of which will be provided to you upon registration. By completing and signing the Admission Form you agree to the processing of your personal data in accordance with the Admission Form and our Privacy Policy.

Notices and your contact details

1.27 It is important that you keep us updated of any changes in your contact details. Where we have not been informed of any change of contact details The London Clinic cannot be held responsible for any consequences arising as a result of the same.

Changes in Applicable Law

1.28 You acknowledge and accept that Applicable Law may change and prevent The London Clinic from providing certain Care. If The London Clinic becomes aware that such a change has occurred and the change has an effect on your Care, The London Clinic will contact you to inform you of this and its consequences.

Assignment

1.29 The London Clinic may transfer and assign your Agreement to any person who acquires all or substantially all of the assets of The London Clinic or to any other member of The London Clinic Group.

Third Party Rights

1.30 Except for you and The London Clinic or any insurer or third party to the extent agreed by The London Clinic, no person will have any rights under or in connection with these Terms.

Law and the Courts

1.29 These Terms are governed by and shall be construed in accordance with English law and the courts of England and Wales shall have non-exclusive jurisdiction.

Patients with insurance or a third party sponsor, please also see section 2 (green)

Patients who are self-funding please see section 3 (purple)

Additional Terms will apply for patients with a Fixed Price Treatment Plan and these will be provided to you separately.

2. PATIENTS WITH PRIVATE MEDICAL INSURANCE OR A THIRD PARTY SPONSOR

Before your treatment

- 2.1 If you have private medical insurance you will need to speak to your insurer in advance of your treatment to get confirmation that your Care is covered by your insurance policy. We would recommend that you ask your insurer if there are any exceptions within your policy.
- 2.2 You will need to provide us with details of your insurer, your registration number, your level of cover, scheme details and your pre-authorisation number which your insurer will provide to you.
- 2.3 Where you have a Sponsor who has agreed to pay for your Care please ensure you have authorisation from them prior to booking your Care with us.
- 2.4 If a Sponsor has agreed to pay for your Care, The London Clinic will require details of such party including your relationship with them and contact details for them. The London Clinic reserves the right to verify with a Sponsor any arrangement in place between you and your Sponsor before agreeing to provide Care.
- 2.5 You agree to provide all information requested by the London Clinic to verify, to our satisfaction details of any such arrangement including a letter of guarantee from your sponsor confirming to us that they will cover the costs of your Care at The London Clinic a minimum of five (5) working days prior to your admission date.

Payment

- 2.6 You agree with The London Clinic that you will pay for your Care. Whilst you will remain responsible for the payment of your Care, where you have private medical insurance or a third party has agreed to pay for your care;
 - (a) We will, where possible, process the claim for your Care with your insurer or Sponsor, provided you have given us and your insurer or Sponsor all the information we need to do so. If this information is incomplete or inaccurate, we may not be able to process your claim and you will need to pay for your Care, as set out in (c) below;
 - (b) Where we process your claim and your insurer or Sponsor pays us direct, the rate agreed between The London Clinic and your insurer or Sponsor will apply to your Care;
 - (c) If your insurer or Sponsor fails to settle our invoices (or any part of them) within thirty (30) days of the date of the invoice we will assume that the outstanding amount will not be paid by them and you will become immediately liable for payment in full. We may invoice you direct or debit the relevant balance from your credit or debit cards in accordance with the process set out in paragraph 1.12;

- (d) If we invoice you for your Care, or for an element of it, you agree to pay us the amount invoiced within 30 days.
- 2.7 If no rate has been agreed between The London Clinic and your insurer or Sponsor in respect of your Care, The London Clinic Standard Rates will apply to your Care.
- 2.8 If you pay for your Care and subsequently seek reimbursement from your insurer or Sponsor, and if no other rate has been expressly agreed between you and The London Clinic, The London Clinic Standard Rates will apply to your Care. You must pay the full balance a minimum of three (3) working days prior to your scheduled admission date.
- 2.9 We recommend that you keep in contact with your insurer or Sponsor at each stage of the Care you receive to ensure you are appropriately covered.

What your insurance may not cover

- 2.10 Some insurers use Care guidelines that may not match the professional medical opinion of the Consultants, nursing staff and other medical professionals providing your Care. In some cases this can mean that your insurer may not pay for certain parts of the Care you receive, and you will be required to pay for that part of your Care. In particular you should note that treatment for complications may in some cases not be covered by insurance and in such cases you agree to cover the cost of your Care.
- 2.11 Your insurance policy may not cover the cost of Sundry Items or other items such as specialist equipment, like crutches or wrist braces, or it may only cover part of such costs. You will be required to pay for any such items not reimbursed by your insurers before you are discharged.
- 2.12 If you are authorised for a procedure by your insurer and you choose to have a further procedure which is not covered by your policy, you will be given a Self-Pay guide price for this procedure. It is your responsibility to ensure that your insurer is made aware of the additional procedure(s).

3. SELF-FUNDED: GUIDE PRICE

Guide Price

- 3.1 If you are paying for your own Care and it is not covered by a Fixed Price Treatment Plan, following your initial consultation you will be provided with a Treatment Letter containing a written Guide Price of the costs for your Care. Please note that this will not cover the costs of your Consultant who will advise you separately of their fees and invoice you directly for the treatment they provide.
- 3.2 It is not always possible to give an exact price for the Care you will receive at The London Clinic and the total cost may depend on a number of factors, including any pre-existing conditions you may have. The London Clinic will always try to provide an accurate guide and if the cost of your Care is likely to exceed this Guide Price, The London Clinic will try to notify you as soon as possible.
- 3.3 Guide Prices are valid for a period of two (2) months from the date of issue.
- 3.4 You are responsible for the payment of all Care you receive at The London Clinic including any Sundry Items.

Payment

- 3.5 Subject to 1.4 you may also be asked to pay for your treatment in stages during your Care if the amount of your deposit is used before you are discharged. If the cost of your treatment exceeds the Guide Price you may be asked to make additional payments prior to discharge.

Definitions

“**Applicable Law**” means any and all laws, regulations, guidelines and professional obligations applicable to the provision of Care or the performance of services for you, including the requirements as regards treatment, procurement, research and storage of reproductive material; “**Care**” means care, treatment, diagnosis, services and goods provided by us, excluding Sundry Items; “**Consultants**” means all consultants, surgeons and anaesthetists involved in your Care; “**Agreement**” means these Terms, your Treatment Plan and the Admission Form/Consent Form/Patient Deposit Form; “**Fixed Price**” means how much you will pay for your Treatment Plan, as set out in your Treatment Letter; “**Guide Price**” means the anticipated and estimated costs of your Treatment Plan according to the terms of the Treatment Letter; “**The London Clinic**” means The London Clinic hospital and clinical facilities; “**Sponsor**” means an employer, or other third party, as identified to The London Clinic;

“**Sundry Items**” means personal items incidental to your Care, including meals for your visitors, newspapers and phone calls; “**Terms**” means these terms and conditions/Agreement; “**The London Clinic**”, “**we**” or “**us**” means The Trustees of the London Clinic Limited, a registered charity; “**The London Clinic Standard Rates**” means The London Clinic standard rates for Care which we can provide upon request; “**Treatment Letter**” means the letter that we send to you regarding your Treatment Plan or Care (for Self Funded Patients); and “**Treatment Plan**” means the treatment or procedures that will be carried out at The London Clinic as set out in your Treatment Letter (for Self Funded Patients).

[Separate terms to be issued to self-funded patients with a Fixed Price Treatment Plan only]

These Additional Terms will apply if you are a self-funded patient on Fixed Price Treatment Plan.

4. SELF-FUNDED: FIXED PRICE

- 4.1 With these Terms you have been provided with a Treatment Plan which will confirm the Fixed Price for the Care that you are to receive under your Treatment Plan and how you should make payment. Please ensure you read your documentation carefully. As set out in Section 1 (General Terms and Conditions For All Patients), your Treatment Plan is part of your Agreement with The London Clinic.
- 4.2 All prices quoted are valid for a period of two (2) months from the date of issue.
- 4.3 Where possible, please sign and return a copy of the Fixed Price Treatment Plan to the Patient Liaison Office a minimum of five (5) working days prior to your scheduled admission date.

What is included in the Fixed Price?

4.4 Unless your Treatment Letter states otherwise, your Fixed Price in relation to your Treatment Plan includes:

- (a) Pre-operative assessment;
- (b) Professional fees (where stated) including, for example, Consultant fees;
- (c) Hospital fees including standard nursing, accommodation, and patient meals for as long as required;
- (d) Planned tests, assessments, treatments, drugs and dressings;
- (e) Any dietetic assessment requested by your Consultant;
- (f) The price of any standard prosthesis, if required;
- (g) Planned X-rays, scans and physiotherapy that you require during your stay in hospital;
- (h) Take home medication that you require on the advice of or as prescribed by your Consultant for up to five (5) days following discharge (other than in relation to DVT prophylaxis where, if required, you will receive a full course of treatment);
- (i) Walking or personal aids such as crutches, sticks or reachers, if required; and
- (j) Planned follow up physio as prescribed by your Consultant.

What is NOT included in the Fixed Price?

- 4.5 By signing the Admission Form on the date of admission, you agree to pay any additional costs, outside of the Fixed Price, that you incur during your Hospital stay.
- 4.6 The following items are not included in the Fixed Price for your Treatment Plan. If you have not paid for these already, you will be asked to pay for these separately at The London Clinic Standard Rates (unless otherwise stated in your Treatment Letter). The items not included in your Fixed Price are:
- (a) Your initial consultation and any tests carried out at the time of that consultation;
 - (b) Care not listed in your Treatment Letter or Care that is listed as being excluded from your Treatment Plan;
 - (c) Anaesthetic and/or intensivists fees (unless expressly included);
 - (d) Sundry Items;
 - (e) Large home aids, such as stair lifts.

Payment

- 4.7 Where possible, you must pay the full balance, as detailed in your Treatment Letter, a minimum of three (3) working days prior to your scheduled admission date.