

# GLoucestershire Hospitals NHS Foundation Trust

## PRIVATE PATIENT TERMS AND CONDITIONS

### IMPORTANT INFORMATION ABOUT YOUR TREATMENT

#### 1. About these Terms and Conditions

Thank you for choosing to use Gloucestershire Hospitals NHS Foundation Trust (“the Trust”) for your private care and treatment.

These are the terms and conditions on which we will provide services to you. It is very important that you read and understand all of this information we are providing to you; it sets out information about us and the basis on which we will provide the services to you, how we will charge you for these services, how we may change or end our agreement with you, what happens if there is a problem and other important information.

Prior to your admission to one of our hospitals you will have been sent a form to complete with your personal details including details of how you intend to pay for your treatment (e.g. details of your insurance provider, if relevant) and other details that will allow us to register you as a patient (on the “Agreement to Pay Form”), an admission letter setting out some details about the care and treatment we will be providing to you (“Admission Letter”) and - if you are paying for your treatment yourself, or someone is paying for your treatment and not using insurance to do so - a quote letter setting out what you are likely to pay for your treatment (“Quote Letter”). Together the Agreement to Pay Form, Admission Letter, (if relevant) the Quote Letter and these terms and conditions together form the basis of our contract with you.

Please read all of these documents very carefully. When you sign the Agreement to Pay Form you accept the information in these documents.

Please ask us if there is something that you would like further information on or if you have additional queries.

If the treatment is for a minor (under the age of 18) then the minor’s parent or guardian must sign the Agreement to Pay form on behalf of the minor. In so doing the minor’s parent or guardian will be agreeing to pay for any treatment on behalf of the minor, where this is not covered by private insurance, in accordance with these terms and conditions.

We may update these terms and conditions from time to time. However, please note that any changes to these terms and conditions will not apply to you where you are part-way through your treatment or procedure. Any updates to these terms and conditions will only apply to any new episodes of care or treatment that you receive at a Trust hospital, and you will be asked to agree to the new terms and conditions before they become effective for you.

#### 2. Information about the Trust and how to contact us

Our hospitals are operated by Gloucestershire Hospitals NHS Foundation Trust. The Trust headquarters are at Alexandra House, Sandford Road, Cheltenham, Gloucestershire, GL53 7AN. A list of our hospitals can be provided on request or found at <https://www.gloshospitals.nhs.uk/>

If you have any questions about your treatment or tests or your visit to our hospital, or would like to contact us for any other reason relating to private care provided by our hospitals, you can do so by telephoning the following numbers:

- 0300 422 3138 (if you are being treated at Cheltenham General Hospital); or,
- 0300 422 6880 (if you are being treated at Gloucestershire Royal Hospital).

You may also email us on [ghn-tr.private.patientbookings@nhs.net](mailto:ghn-tr.private.patientbookings@nhs.net).

We are available Monday to Friday between 0800 and 1600 to answer any questions you have.

One of the questions you may have is about what prices include and what they don’t when paying for your treatment. We hope to answer those questions here, but please do ask us if you would like a further explanation.

We can't always answer clinical questions but can direct these to the clinical teams on your behalf, if required.

If we need to contact you we will do so using the contact details you have provided on your Agreement to Pay Form. If any of the details you have provided in your Agreement to Pay Form change during the course of your treatment you must tell us about this change as soon as possible.

### **3. What services are we providing to you?**

You will be coming to the Trust to receive private healthcare services. You may be paying for these yourself or these may be being paid for by your private medical insurance (or others may do so on your behalf using one of these two methods).

As a private patient, your care is provided by the hospital in relation to the hospital's services and by the consultant in relation to his or her own services. These are explained below.

#### ***Consultant care***

When you receive private healthcare services at the Trust any consultants involved in your care and treatment will be independent practitioners and are not employees of the Trust. A consultant could include a physician, surgeon, anaesthetist or dentist. The Trust is not responsible for the acts or omissions of a consultant when you are receiving private healthcare services. The consultant is required to hold their own indemnity insurance to cover any private healthcare services that they carry out and will be responsible for the care and treatment that they provide to you. Consultants are regulated and licensed by the General Medical Council (dentists by the General Dental Council). Both the General Medical Council and the General Dental Council set standards to help to protect patients and improve medical practice in the UK. Please see section 5 below in relation to the fees that the consultant will charge for the care provided to you.

#### ***Hospital care***

During your stay at the hospital, you will be under the care of the consultant that you have been referred to. Your consultant may also involve other consultants in your care (if appropriate).

The Trust and its members of staff (including administrative staff, technicians, porters, healthcare assistants, nurses and theatre staff) will assist your consultant with your care and will provide healthcare services to you under the care and direction of the consultant. The Trust (through its members of staff) will be responsible for the services that it provides to you and has appropriate medical indemnity insurance in place in relation to this care.

We will provide the care and treatment to you as set out in your Admission Letter. This Admission Letter will also confirm the date of your treatment and any other information which you need to know such as instructions you may need to follow before your admission in preparation for the treatment you will be receiving. Please read this carefully as we may not be able to provide the treatment to you if you do not follow these instructions. Your needs may naturally change over time and, where there are changes to your care and treatment, we will discuss these with you.

#### ***Private Rooms***

We aim to provide you with a private side room with en-suite facilities for the duration of the stay. However, we are unable to guarantee this and your accommodation will depend on the clinical needs of all the patients on the ward during your admission. They are typically prioritised on clinical need rather than payment status and used to manage patients with infectious diseases or those at the end of their life.

### **4. My Hospital Experience**

#### ***What information is in my Admission Letter?***

Your Admission Letter will set out details of the care and treatment that you will receive. It will also confirm your appointment or admission dates. We will send this to you either by post or email. We will also let you know in the Quote Letter the estimated price of your treatment, if you are paying for treatment yourself. Please see section 5 below for further details in relation to the fees that we will charge for the care we provide to you.

#### ***What happens after I get my Admission Letter?***

Following receipt of your Admission Letter, and prior to your admission date, we will contact you to arrange a pre-assessment appointment where one is required. Generally, pre-assessments happen only when you will

require treatment as an in-patient and typically where general anaesthetic is required. This could take place at the hospital or over the phone depending on the treatment you are having. You will be asked questions about your medical history and health.

If, following this pre-assessment, we consider that (i) for clinical or medical reasons it is no longer appropriate for us to provide the treatment or (ii) further tests need to be carried out before we provide the treatment or (iii) (if you are paying for the treatment yourself) it is not possible for us to provide the treatment at the price shown in your Quote Letter then we will discuss this with you and work with you to agree the next steps. If we are still able to provide your treatment, but at a later date (due to the additional tests and/or assessments required), or (if you are paying for your treatment yourself) at a different price, we will send you a revised Quote Letter with details of the revised date for your treatment and/or price (where appropriate). If we are unable to continue with your treatment at all, we will explain to you the reasons why we have made our decision.

### ***When can I leave hospital?***

Once you have received your treatment, your consultant will advise you on when you are fit to leave our hospital.

## **5. Payment and Charges**

### **5A You should read this section if you are paying for the Services yourself**

#### ***If you are paying for the Services yourself and your treatment is for a fixed price***

For certain treatments we are able to provide a fixed price for the care, treatment and / or tests you are scheduled to receive. This is typically for diagnostic and / or outpatient treatments though we are also able to provide a "fixed price" for a small number of our most common in-patient procedures too. Where a fixed price is applicable, we will confirm in the Quote Letter (i) the treatment which the fixed price applies to, (ii) the fixed price that we have calculated for your treatment, (iii) the basis upon which we have calculated the fixed price (for instance stating whether radiology or pathology tests, take-home drugs, additional specialist or technical input or pre- or post-procedural appointments are included in this price) and (iv) whether the fixed price includes or excludes consultant fees. You accept the fixed package price when you sign the Agreement to Pay Form. As mentioned in section 1 above, these terms, together with the Agreement to Pay Form, the Admission Letter and the Quote Letter, form the basis of our contract with you, so please read these documents carefully. Once you have confirmed a fixed price the costs for this will not change.

#### ***How do we calculate the fixed package price?***

We will always try to explain to you how we have calculated the fixed package price before you go ahead with your care and treatment. We factor in a number of things when calculating the fixed package price, including your consultant's medical advice, as well as the results of any previous scans and diagnostic tests. The most common factors we would take into account include things like: the number and nature of tests you're expected to have, the complexity of your care and treatment, how much time you're likely to spend in the hospital (e.g., whether you stay overnight and whether any of that is expected to be in a high-dependency setting) and the cost of consumables, devices or equipment usually used in any given treatment. Sometimes we will include the fees for your consultants, where this has been agreed with them, but more often than not the fixed package price will exclude consultants' fees. These inclusions will be stated in your quote letter, but ask us if it's unclear.

#### ***What is included in the self-pay fixed package price?***

Unless we have said otherwise, for example, in your Quote Letter, the fixed package price relates only to services we carry out at our hospitals for your package, and only comprises the specific appointments (e.g. pre-assessment appointments - if required), treatments or diagnostic tests which we have set out in your Admission Letter and Quote Letter. If you require an inpatient stay and are paying a fixed package price this will include all hospital care relating to your procedure and subsequent care on a hospital ward (except as below). Additional detail and specific additional terms and conditions for self-pay fixed package price can be found in Appendix 1.

Please note: If your stay in hospital is shorter than anticipated, you will not be entitled to receive a refund of any portion of the fixed package price for reasons we are happy to explain, if required.

#### ***What is excluded in the self-pay fixed package price?***

The fixed price will typically exclude;

- Consultant and anaesthetist charges (unless stated in your Quote Letter as being included);

- Any radiology or pathology tests (both for pre-assessment or during your stay as an inpatient, unless any of these are specifically included in the Quote Letter);
- Unexpected or unusual complications which result in an inpatient stay which is outside the usual parameters expected stay for your treatment; and
- Any further outpatient appointments you require unless these were included in your Quote Letter.

Provision of any of the above will be charged separately to you at the hospital's standard prices and you will be responsible for payment of those charges. We can provide you with these charges in advance of treatment, on request.

Any medical treatment not related or connected with the care and treatment identified at your pre-assessment, which requires a separate pathway of care, or is not clinically required, whether or not carried out at our hospital, even if you are not discharged from hospital, is not included in the self-pay package.

***If you are paying for the Services yourself and your treatment is not part of a fixed package***

We will give you an estimate of the cost of your treatment at the Trust. This estimate will be set out in your Quote Letter. This quote will remain valid for 90 days from the date of issue. Please note that it is not always possible to give an exact estimate or "fixed package" price for the treatment that you will receive at our hospital. The total cost of your treatment might depend on a number of factors, including other medical conditions that become apparent after we have provided you with your quote and – for certain procedures – the nature and quantity of expensive consumables to used treatment can not be predicted accurately. We will notify you as soon as possible if the cost of your treatment is likely to exceed the initial quote you were provided with.

The consultant or consultants you see will charge you separately for any fees relating to their services including your initial consultation with them. As a general rule, you will need to pay the consultant or consultants directly for these services in accordance with any terms and conditions that they have provided to you.

Please note that your consultant does not have any authority from us or the hospital to quote for hospital charges. Any hospital prices mentioned by them are subject to written confirmation by the Trust.

***What is included and excluded in the price if you are not receiving a fixed price package?***

The following is included in the price set out in our quotation where you are not receiving a fixed price package.

- All costs for your expected intervention, test or procedure and costs associated with these such as consumables, devices or equipment costs and staff time (except as below);
- Pre-assessment appointments (if required);
- Your clinical care on a ward, if required, based on assumptions of the "usual" parameters for a given procedure around how many nights you need to stay at the hospital (if applicable) and whether any of those nights are usually expected to be in a high-dependency setting; and,
- Meals and other "hotel" provisions.

The following are not included in the price set out in our quotation and will be charged separately.

- Consultant or anaesthetist fees (unless stated in your Quote Letter as being included);
- All diagnostic tests including radiology and pathology both when you are having a pre-assessment or when you are an inpatient (unless specifically included in the Quote Letter);
- Unexpected or unusual complications which result in an inpatient stay which is outside the usual parameters expected stay for your treatment;
- Any take-home drugs; and
- Any further outpatient appointments you require unless these were included in your Quote Letter.

***Payment terms - If you are paying for the Services yourself***

We ask that you pay in full and have cleared funds for any treatment seven days prior to your admission to the hospital. We will refuse to admit you for your treatment if payment has not been received. Details of our payment methods are set out in the invoice you will be sent once for your treatment once you have accepted

the quote for your treatment. If during your admission the cost of your treatment increases then you must pay for these additional costs within 14 days of receipt of an invoice from the Trust.

If you do not pay any invoice when you are supposed to we may decide not to provide any further treatment to you until you have paid. We also may charge interest on any and all overdue payments at the rate of 3% above the prevailing Bank of England base rate from time to time.

You are expected to pay all charges for your treatment irrespective of the outcome of the treatment.

Please also note that should you fail to pay for services that have been provided, your account will be referred to the Trust's Recovery Agents (or other approved Debt Collection Agents) in the event of non-payment within this time frame. Where the Trust instructs these agents you the patient will become liable for any additional costs incurred.

## **5B You should read this section if your treatment is covered by private medical insurance**

If you have private medical insurance the charges for our treatment of you may be covered by your insurer. You will, however, remain ultimately responsible for paying any charges relating to our treatment and care of you. We recommend that you make sure that you have received full authorisation from your insurer, and understand the terms of your insurance and what is covered, before proceeding with your treatment.

Please note that some insurers use care guidelines which may not match the professional medical opinion of the consultants, nursing staff and other medical professionals providing your treatment, which in some cases may mean that your insurance may not pay for certain parts of your treatment (known as a "shortfall"). If there is a shortfall between our charges and what your insurance will cover then you will be responsible for paying for this. Similarly, it is possible that your consultant charges above insurers' standard payment terms these may also incur a "shortfall" – this should be checked with your consultant and insurer before treatment.

Prior to booking your initial consultation you are responsible for checking with your insurer that your insurance policy covers the treatment contemplated by you and that you obtain pre-authorisation for the treatment from your insurer. The details of this pre-authorisation must be provided to the Trust as soon as possible after you obtain it but, in any event, no less than 7 days prior to the date of your treatment (unless agreed otherwise in writing). The Trust will not obtain pre-authorisation or confirmation of cover from your insurer on your behalf.

We will process the insurance claim with your insurers where we are able to do so and subject to you having provided all the relevant information, including details of the pre-authorisation, to get the hospital fees paid after your treatment, tests or care. It is your responsibility to ensure that both the Trust and your insurer have all of the information we need to process your claim. If you provide inaccurate information, or information is missing, we may not be able to process your claim and you will be responsible for paying for your treatment.

If we are not able to process the claim with your insurers, for example if we do not have a pre-existing arrangement with them, then we will invoice you for these charges and you will be responsible for paying for your treatment and claiming any charges back under your private medical insurance.

If your insurer does not settle any of our invoices within 180 days of the date of the invoice then we may invoice you directly for your treatment and this will be payable by you within 14 days of the date of our invoice to you. If we invoice you directly for any element of your care, it is your responsibility to let us know as soon as possible if you think any part of the invoice is incorrect. We will then work with you to resolve your queries.

If any details relating to the insurance cover you have including the identity of your insurer or the cover you receive under your insurance changes during the course of your treatment you must tell us about this change as soon as possible.

## **5C Cancelling your treatment**

### ***What happens if I decide not to go ahead with my treatment?***

If you decide not to go ahead with your treatment at one of our hospitals, you may contact us at any time to cancel. All we ask is that you please contact us prior to the date that your care or treatment was scheduled to take place. In some circumstances we may charge you certain sums for doing so, as described below.

### ***Cancellation Charges***

Please read this carefully as it will set out when you may be charged for cancelling your treatment. These cancellation charges relate to any charges which will be made by the Trust. There may be further charges from your consultant which you will incur separately. These may not be covered by insurance.

If you are ending the contract, and it is not for one of the reasons set out in the section below titled “*What happens if I have good reason for ending the contract/cancelling my treatment?*” the following cancellation charges will apply to you. If you cancel:

- more than 7 days before the date of your planned treatment set out in your Admission Letter and Quote Letter, a full refund will be given;
- between 7 days and 24 hours before the date of your planned treatment set out in your Admission Letter and Quote Letter, a refund of 50% of the total charges payable for your treatment will be given;
- within 24 hours of the date of your planned treatment set out in your Admission Letter and Quote Letter, or you do not attend our hospital at the correct time, you will be liable for the full charge of your planned treatment set out in your Admission Letter and Quote Letter and there will be no refund.

Clinical pre-assessment charges will be included in your price quotation or fixed price that you are given for your planned treatment. If you decide not to go ahead with your treatment after you have had the clinical pre-assessment then you may be charged separately for your clinical pre-assessment, as appropriate.

### ***What happens if I have good reason for ending the contract/cancelling my treatment?***

Our cancellation charges may not apply if you have a valid reason for cancelling your treatment. If you cancel for any of the reasons below then we will refund you in full for any part of your treatment which you have not yet received and our contract with you will end immediately. These reasons are:

- We have informed you about either an error in our pricing (where you are paying for yourself) or in the description of your planned treatment and you no longer want to proceed with your treatment;
- The referring consultant has advised us that your treatment is no longer required;
- There is a risk that your treatment may be delayed due to circumstances outside of the Trust’s control; or,
- You have a legal right to end the contract because of something that the Trust has done wrong.

### ***What if we cancel your appointment?***

Sometimes, for reasons outside our control or for operational reasons, we may have to move or delay your admission date. We will always try to avoid doing this but if this does happen, for any reason, we will contact you promptly. We will always try and rearrange any appointment or admission dates with you. If we are able to successfully rearrange your admission date, we will send you an updated Admission Letter with details of the new admission date for your treatment.

If we are not able to rearrange your admission date – or not to your satisfaction - and the Trust has to cancel your planned treatment, a full refund of any payments made in advance by you or on your behalf for treatment that has not been provided to you will be given.

Please note that if the consultant cancels your treatment because they consider for clinical or medical reasons it is not appropriate to proceed with your treatment we will provide you with a refund of your payment but will make deductions for any services we have already provided to you, for example any tests, diagnostics and pre-assessment appointments, up until the point of cancellation by us.

We will provide your refund to the person who made the original payment and by electronic transfer only.

## **6. Can I become an NHS patient after being admitted for private healthcare?**

Once you have been admitted for private healthcare treatment at the Trust it is not possible, unless in exceptional and unforeseen circumstances, for you to become an NHS patient during your admission and prior to your discharge. This does not prevent you accessing NHS services in the usual way for any other treatments or healthcare services which you may require before or after your private treatment, if you are an NHS eligible patient.

Your private doctor can make referrals to NHS services, without referral back to your GP, provided you would be eligible for an NHS referral. If you are referred in this way you should be treated based on clinical need.

If you are an NHS eligible private patient, and you decide to transfer your care back to the NHS (for follow-up appointments, treatment or diagnostics relating to your privately diagnosed condition), you must be referred back to the NHS service in writing with a copy of the referral letter sent to your GP, and following all usual and relevant NHS protocols.

You would then receive an assessment for those healthcare services to determine your priority for NHS care and will re-join any NHS waiting lists at the same point as if prior private consultations, diagnosis or treatments you received privately were provided by the NHS. You may be liable for cancellation charges as set out in section 5C of these terms (for instance, if you cancel your private treatment without giving us sufficient notice).

Your priority on the NHS waiting list will be determined by the same criteria applied to other NHS patients. You should not be treated on a different basis to other NHS patients due to your previously-held private status. NHS eligible patients who decide to have follow-up appointments, treatment or diagnostics under the NHS must be referred back to the NHS through the same mechanisms and referral processes as NHS patients as well as meet the same clinical eligibility criteria as any other NHS patient.

Further information is available here: *If I pay for private treatment, how will my NHS care be affected?* <https://www.nhs.uk/common-health-questions/nhs-services-and-treatments/if-i-pay-for-private-treatment-how-will-my-nhs-care-be-affected/>

## **7. How we use your information**

We take our responsibilities very seriously to ensure that we look after your information properly and safely and that it is kept confidential at all times and in accordance with all relevant data protection legislation. We will only use your personal information in accordance with the Trust's privacy policy which can be accessed at the following link <https://www.gloshospitals.nhs.uk/privacy-notice/>

As the Trust is under a specific legal obligation to share information relating to your private treatment and care with PHIN, we do not require your consent to do so. PHIN, like us, will apply the highest standards of confidentiality to personal information in accordance with Data Protection Laws and the duty of confidentiality. Further information about how PHIN uses information, including its privacy notice, is available at [www.phin.org.uk](http://www.phin.org.uk) We will be happy to print a copy for you if you prefer.

If you are using private medical insurance for your treatment and where we are dealing directly with the insurance provider we will need to share information with them to allow them to process your claim for the following purposes, on behalf of the hospital and to process our payments:

- to pre-authorise treatment;
- to invoice them for the treatment provided to you;
- to provide clinical quality information;
- to notify them of any serious incidents; and,
- to assist them when they are investigating a complaint.

If you have any concerns, or object to any of the purposes for which the Trust processes your personal data as set out above, please contact the Trust's Data Protection Officer at [ghn-tr.dataprotection.officer@nhs.net](mailto:ghn-tr.dataprotection.officer@nhs.net)

## **8. Concerns about the treatment you have received**

While the Trust and your consultant will do their best to ensure a satisfactory outcome in respect of your treatment, and we will always try to meet your expectations, as you can appreciate no clinical procedure is entirely risk-free and we are therefore unable to guarantee the result of any procedure, care or treatment with complete certainty, and it is possible that complications with your treatment or surgery can occur. Your consultant will discuss these with you before your treatment.

If there is any problem with the care or treatment we have provided to you, or you have any concerns about your stay in hospital, please contact us and tell us as soon as reasonably possible. We will investigate the

problem under our complaints procedure and try to resolve or fix the problem as soon as we can. Please ask any member of staff at our hospital for a leaflet about our complaints procedure or visit our website at <https://www.gloshospitals.nhs.uk/contact-us/feedback-and-complaints-pals/>

If you remain dissatisfied with our response to your complaint, you may be able to go to the Independent Sector Complaints Adjudication Service (ISCAS). They have a Complaints Code of Practice which includes an independent adjudication service (a service to help sort out disputes) as the final stage of the complaint process. Further information about that process is outlined here <https://www.ombudsman.org.uk/making-complaint/if-we-cant-help/private-healthcare> and through the ISCAS website at <https://iscas.cedr.com/>

## **9. Important legal information**

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

If we fail to comply with any of our obligations sets out in these terms we may be responsible to you for any foreseeable loss and damage that you suffer as a result of us failing in this way. We are responsible for certain loss or damage you suffer that is a foreseeable result of our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you signed the “Agreement to pay form”, both we and you knew it might happen. Our liability to you in the event that we cancel or delay your treatment is set out in section 5, most notably in the paragraph under the title “What if we cancel your appointment?”.

You have legal rights in relation to treatment not carried out with reasonable skill and care, or if the products or materials we use are faulty or not as described. Nothing we say either here or elsewhere will affect these legal rights.

Our hospitals (including our car parks) are open to the general public. We cannot guarantee that members of the general public will not enter our hospitals and cause damage to property and/or engage in criminal activity. If you park your car or other vehicle at our hospital, you must comply with any car park terms and conditions that may be displayed at the car park. We are also not responsible for any damage to vehicles in our car park, including from any failure by you to properly secure your vehicle. Any possessions left in your vehicle are left entirely at your risk. We suggest that no items are left so that they are visible from the outside of the vehicle. We are not liable for any theft by third parties from your vehicle.

We strongly advise that you avoid bringing any valuables or cash with you to the hospital. We are not responsible for theft, loss of, or damage to, any of your or your visitors’ property, or cash, valuables that you bring with you to the hospital.

Nothing we say here will exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for breach of your legal rights.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, we can still require you to make the payment at a later date.

If the Trust becomes aware of any changes in the law that will prevent us from providing certain care or treatment to you, we will contact you to inform you of these changes and any potential consequences.

If a court finds part of what we say here to be illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If there is any conflict or inconsistency between what we say in these terms and the Admission Letter, Agreement to Pay Form, Quote Letter or any invoice received from the Trust, what we say here will take precedence. If there is any conflict or inconsistency between any marketing materials and what we say here, again, the information contained in these terms will take precedence.



Lastly, these terms are governed by English law and you can bring proceedings in respect of your treatment in the English courts.

## Appendix 1 – Additional detail on self-funded procedures and “fixed package prices”

All self-funded accommodation charges for care on a hospital ward will include the following:

- The room/bed hire, including any specialised bed requirements (such as need for a Hi-Lo bed);
- All meals provided to the patient;
- Laundry, linen, room cleaning, general housekeeping and associated consumables;
- Nursing care (including special nursing);
- Nursing procedures (eg. Urinalysis, removal of sutures, giving of injections, IVAC/IMED set up, changing of drains, venepuncture, application/removal of plaster casts etc);
- Resident medical services; and,
- Where applicable these fees will include all theatre time charges, the cost of all theatre equipment, services and facilities necessary to carry out the operation.

Additional clarifications specific to “fixed package price”. Note the following are included within the package:

- Any pre-operative assessment, if necessary, before admission;
- All hospital services (e.g. operating theatre charges, pathology, inpatient therapy) and accommodation charges (as per previous paragraph immediately above);
- Charges for the agreed prosthesis (where your procedure involves any prosthesis);
- Drugs and other materials used during your stay;
- Take home drugs relating to your private package of care for up to five days after discharge;
- All additional costs necessary to provide your treatment (e.g. hire of special instruments or equipment);
- Outpatient treatment that you may require after you leave hospital (up to ninety days unless stated otherwise) that relates to completion of the procedure such as the removal of sutures or a cast;
  - *Note: packages do not include any outpatient therapies unless explicitly stated*
- Any re-admission to the hospital for medical complications arising from the original procedure for up to thirty days, subject to following post-operative recommendations set by your consultant; and,
- Replacement prosthesis in accordance with the manufacturer’s warranty if the prosthesis fails during its expected lifetime.

Note the following are NOT included within the package:

- Any professional fees (e.g. consultant or anaesthetist fees, unless explicitly detailed in the quotation that you have been provided with);
- Any outpatient diagnostic services (unless explicitly detailed in the quotation that you have been provided with);
- Any outpatient therapies prior to- or following your treatment or surgery (e.g. physio, dietetics, occupational therapy etc.) unless explicitly detailed in the quotation that you have been provided with;
- Fees for outpatient consultations before and after surgery;
- Unanticipated treatment delivered in high dependency, intensive care or critical care;
- Treatment of other conditions identified at pre-assessment which require a separate pathway of care
- A replacement prosthesis where required due to normal wear and tear;
- Any long-term care that may be required;
- Any revision procedure which is not clinically required (clinically required means where further intervention and /or monitoring of your condition is deemed necessary as a direct result of the original surgical intervention); note also,
- If you choose to remain an inpatient after your consultant has advised there is no clinical reason for you to stay, we will make an additional charge for each night you remain in hospital and to cover any additional costs incurred during your stay (and this is subject to bed availability).

NHS treatment

- Should you undergo treatment with us, and as a result require emergency NHS care, the treatment you obtained from us under the self-pay package will not preclude you from your right to access emergency NHS care.
- If you are not entitled to free NHS care, but you require NHS treatment, please note that you will be liable to pay for any and all such charges relating to the NHS treatment provided. We will endeavour to inform you of such charges in advance of any NHS treatment. However, failure to inform you that charges will apply does not alter the fact that you will remain liable for such charges.