



Patient Terms and Conditions

Introduction

Thank you for choosing Harley Street Specialist Hospital for your Care and treatment. Our mission is to provide rapid access to the most advanced surgery, achieving the best possible clinical outcomes for our patients and doing so in a safe, caring, and effective environment

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 time to read this document and do not hesitate to contact us if you have any questions.

General Terms and Conditions for All Patients

1.1 These Terms and Conditions form the basis of the Agreement between you and Harley Street Specialist Hospital. Please read this paperwork carefully and our team are available for any questions that you may have.

1.2 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.

1.3 Following your initial consultation with your Consultant, if you decide to continue with the treatment proposed by your Consultant, you may be asked to either:

- (a) pay the full amount set out in your Welcome Letter 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, sponsor or embassy) you may be asked to pay any other amounts agreed with Harley Street Specialist Hospital, as specified in the relevant Welcome Letter

Your Agreement with the Harley Street Specialist Hospital

1.4 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. Harley Street Specialist Hospital 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 which is part-way through when the Terms are changed.

Consultants

1.5 While in Harley Street Specialist Hospital, 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. Harley Street Specialist Hospital staff, including nurses, will provide your Care under your Consultant's instructions.

1.6 Consultants involved in your Care are independent practitioners and are not employees of Harley Street Specialist Hospital. Accordingly, other than in relation to obligations under the Privacy Policy, Harley Street Specialist Hospital 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.

Consultant Fees

1.7 Any Consultant's fees relating to your Care will be charged separately to you, except where Harley Street Specialist Hospital expressly agrees to collect the Consultant's fees as agent on behalf of the Consultant as part of a package price (this will be made clear to you in writing, if applicable).

Risk of Clinical Complication

1.8 While Harley Street Specialist Hospital 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.

Harley Street Specialist Hospital Standard Prices

1.9 Unless you have made an arrangement to pay a Package Price with our Self-Pay team, then Harley Street Specialist Hospital Standard Prices will apply to your Care.

Payment

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

Methods of Payment

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

1.12 If you are paying the full balance of your Package 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 'Harley Street Specialist Hospital'. Please quote the name of the patient and date of birth on the reverse of the cheque and send to:

Credit Control Department
Harley Street Specialist Hospital
18-22 Queen Anne Street
London
W1G 8HU

Payment of Sundry Items

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

Cancellations and Refunds

1.14 Harley Street Specialist Hospital applies the following cancellation charged:

- For early cancellation of more than 14 days pre-surgery a full refund will be given
- For cancellations between 14 days and 24 hours of the planned surgery charges of 50% of the total fee will apply
- If you cancel within 24 hours of your surgery date or do not attend on the day of surgery, you will be liable for the full charge
- Pre-assessment charges will be included in the price you are quoted. If you decide not to go ahead with your treatment after admission, you will be charged separately for your pre-assessment and any associated tests completed at the time
- For any cancellation 14 days or fewer prior to your surgery date, where any item(s) specific to your treatment has been ordered and cannot be returned, we will be entitled to charge you for such item(s) unless your treatment is rescheduled within 60 days
- Please note, that Consultants may charge cancellation fees. This is not within the control of Harley Street Specialist Hospital.

1.15 If you have already paid for your Package Price Package and you are due a refund, we will only pay (by cheque or electronic transfer) to the cardholder or person who made the original payment. We do not pay cash refunds.

1.16 If your Consultant cancels your Treatment 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 Harley Street Specialist Hospital and/or the Consultant, in line with 1.15 above.

1.17 Harley Street Specialist Hospital 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

1.18 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

1.19 While we will take all reasonable care to ensure the safety of your belongings, Harley Street Specialist Hospital 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 Harley Street Specialist Hospital with you, unless required during your stay.

International Patients

1.20 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 Harley Street Specialist Hospital or otherwise.

1.21 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

1.22 Here at Harley Street Specialist Hospital 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 Harley Street Specialist Hospital 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

1.23 We will process your personal data in accordance with our Privacy Policy. 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.

Contact Details

1.24 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 Harley Street Specialist Hospital cannot be held responsible for any consequences arising as a result of the same.

Changes in Applicable Law

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

Assignment

1.26 Harley Street Specialist Hospital may transfer and assign your Agreement to any person who acquires all or substantially all of the assets of Harley Street Specialist Hospital.

Third Party Rights

1.27 Except for you and Harley Street Specialist Hospital or any insurer or third party to the extent agreed by Harley Street Specialist Hospital, no person will have any rights under or in connection with these Terms.

Governing Law

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.

Patients who are self-funding please see Section 3 and 4.

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, Harley Street Specialist Hospital will require details of such party including your relationship with them and contact details for them. Harley Street Specialist Hospital 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 Harley Street Specialist Hospital 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 Harley Street Specialist Hospital a minimum of five (5) working days prior to your admission date.

Payment

2.6 You agree with Harley Street Specialist Hospital 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 Harley Street Specialist Hospital 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 Harley Street Specialist Hospital and your insurer or Sponsor in respect of your Care, Harley Street Specialist Hospital 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 Harley Street Specialist Hospital, Harley Street Specialist Hospital Standard Prices 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 Insurer 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 Funding

Standard Pricing

3.1 If you are paying for your own Care and it is not covered by a Package Price, following your initial consultation you will be provided with a Welcome Letter containing a written Guide Price of the costs for your Care. Please note that this will not cover the costs of your Consultant or Anaesthetist 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 Harley Street Specialist Hospital and the total cost may depend on a number of factors, including any pre-existing conditions you may have. Harley Street Specialist Hospital will always try to provide an accurate guide and if the cost of your Care is likely to exceed this Guide Price, Harley Street Specialist Hospital 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 Harley Street Specialist Hospital including any Sundry Items.

4. Self-Funded

Package Price

4.1 With these Terms you have been provided with a Welcome Letter which will confirm the Package Price for the Care that you are to receive 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 Harley Street Specialist Hospital.

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 Package Price Letter to Main Reception a minimum of five (5) working days prior to your scheduled admission date.

What's Included in the Package Price

4.4 Unless your Welcome Letter states otherwise, your Package Price in relation to your Treatment includes:

- (a) Pre-operative assessment;
- (b) Professional fees (where stated) including, for example, Consultant and Anaesthetic fees;
- (c) Hospital fees including standard nursing, accommodation, and patient meals for as long as stated;
- (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.
- (k) Any complication directly related to the original procedure within 30 days of discharge

What is Not Included in the Package Price

4.5 By signing the Admission Form on the date of admission, you agree to pay any additional costs, outside of the Package Price, that you incur during your Hospital stay.

4.6 The following items are not included in the Package Price for your Treatment. If you have not paid for these already, you will be asked to pay for these separately at Harley Street Specialist Hospital Standard Prices (unless otherwise stated in your Welcome Letter).

The items not included in your Package Price are:

- (a) Your initial consultation and any tests carried out at the time of that consultation;
- (b) Care not listed in your Welcome Letter or Care that is listed as being excluded from your Treatment;
- (c) Additional night stay at either Marylebone Hotel or Chiswick Nursing Centre
- (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 Welcome Letter, a minimum of three (3) working days prior to your scheduled admission date.

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, and the Admission Form/Consent Form;

“Package Price” means how much you will pay for your Treatment, as set out in your Welcome Letter;

“Guide Price” means the anticipated and estimated costs of your Treatment according to the terms of the Welcome Letter;

“Harley Street Specialist Hospital” means Harley Street Specialist Hospital and clinical facilities;

“Sponsor” means an employer, or other third party, as identified to Harley Street Specialist Hospital;

“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;

“Harley Street Specialist Hospital Standard Prices” means Harley Street Specialist Hospital standard rates for Care which we can provide upon request;

“Welcome Letter” means the letter that we send to you regarding your Treatment or Care (for Self Funded Patients);

“Treatment” means the treatment or procedures that will be carried out at Harley Street Specialist Hospital as set out in your Welcome Letter (for Self Funded Patients).