

Benenden Hospital Trust

Private Patient Terms and Conditions – September 2017

1. Your contract with Benenden Hospital Trust (BHT)

- 1.1. These Terms together with the letter BHT have sent to you regarding your treatment or appointment (the “Admission Letter”) form your contract with BHT for your treatment at the Hospital (“Contract”). By your attendance at BHT you agree to be bound by the terms of the Contract.
- 1.2. The terms of the Contract shall apply throughout the course of and during the time you receive Care from BHT. Please ensure you read these Terms and any applicable Admission Letter carefully.
- 1.3. If there is any conflict between these Terms and the Admission Letter these Terms will take precedence. If there is any conflict between the Contract and any marketing materials published by or on behalf of BHT, the Contract will take precedence.
- 1.4. BHT reserves the right to amend and/or update these Terms from time to time. However, changes to these Terms will only apply to any new episode of Care or Treatment Package that you receive. If you have already begun a Treatment Package you will be asked to agree to any new Terms before they come into effect in relation to your Care or Treatment Package.
- 1.5. BHT will make every effort to provide the Care or treatment as set out in your Admission Letter. However, BHT reserves the right to refuse your admission or to cancel or change the date of your admission for any reason, including, but not limited to, delays or cancellations as a result of an event outside BHT control, for operational or technical reasons or because your Consultant does not think it is in your best interests for you to proceed with the Care or treatment for medical reasons. Where this happens or where we refuse admission we will try to give as much notice as possible to you and will liaise with you to arrange an acceptable alternative date to carry out your Treatment Package.

2. Insured patients

- 2.1. This section will apply to you if your Care is covered by private medical insurance.
- 2.2. Your Insurance Cover
 - 2.2.1. Prior to booking your first consultation you will be responsible for checking with your insurer that your insurer’s policy covers the Care contemplated by you. Following confirmation with your insurers, you will be required to provide us with your policy details and authorisation code.
 - 2.2.2. BHT will not check with your insurers that the policy is valid and provides appropriate cover.
 - 2.2.3. BHT cannot under any circumstances, obtain any such confirmation on your behalf.
- 2.3. You will be responsible for ensuring that you keep BHT and/or your insurer up to date with any changes to your Treatment Package or your personal details. Please note that

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. You will need to check any such guidelines with your insurer directly.

- 2.4. Irrespective of the provisions set out in paragraph 2.5, you agree to and acknowledge that you will remain responsible for payment for your care, treatment, diagnosis, procedures, services (including Sundry Items) and goods provided by BHT (together, your "Care").
- 2.5. Where you have private medical insurance, the following provisions will apply:
 - 2.5.1. It is your responsibility to ensure that you have provided BHT and your insurer with all the information BHT and your insurer require in order to process or validate the claim prior to starting your Care or Treatment Package. If this information is incomplete or inaccurate, and BHT is not paid by your insurers for your Care or Treatment Package, BHT will either invoice you direct for any such costs associated with the Care (which you agree to pay in accordance with paragraph 2.5.4 and 2.7).
 - 2.5.2. Where BHT processes your insurance claim and your insurer pays BHT direct, the rate agreed between BHT and your insurer (rather than BHT Standard Rates) will apply to your Care. For the avoidance of doubt, If no rate has been agreed between BHT and your insurer in respect of your Care, the BHT Standard Rates will apply to your Care.
 - 2.5.3. If you pay for your Care and subsequently seek reimbursement from your insurer, and if no other rate has been expressly agreed between you and BHT, the BHT Standard Rates will apply to your Care.
 - 2.5.4. You will remain responsible to BHT for the balance of your account not paid by you/your insurer.
 - 2.5.5. Where you/your insurer fails to settle BHT invoices (or any part of them) for any reason, BHT will invoice you direct in accordance with paragraph 2.7 and you agree to pay for any such outstanding costs. In these circumstances, the costs payable by you shall be calculated according to BHT Standard Rates.
 - 2.5.6. Where BHT is unable to process your insurance claim due to incomplete or inaccurate information being provided by you, BHT will invoice you direct in accordance with paragraph 2.7 and you agree to pay for any such outstanding costs.
- 2.6. Please note that your insurance policy may not cover the cost of Sundry Items or other items such as specialist equipment, for example crutches or wrist braces, or it may cover only part of such costs. You will be required to pay BHT for any items (including but not limited to those items set out in this paragraph 2.6) that are not reimbursed by your insurers and you will be invoiced for these items in accordance with the provisions set out in paragraph 2.7.
- 2.7. Where BHT invoice you for your Care or an element of it directly, you agree to pay BHT the amount invoiced without deduction or set-off. You should contact BHT immediately if you believe the invoice to be incorrect or invalid.

3. Self-pay patients

- 3.1. This section will apply to your Care or Treatment Package if you are paying for your own Care and your Admission Letter states that BHT have offered you a fixed price.
- 3.2. You will have been sent a Admission Letter that will confirm what Care (including all treatment or procedures) you will receive at the Hospital ("Treatment Package"), how much you will pay for that Treatment Package ("Fixed Price") and how you will pay for the Treatment Package. Please ensure you read the Admission Letter carefully.
- 3.3. The Admission Letter will set out payment contact details and details of the costs which you will be required to pay in full and in cleared funds in advance of the commencement of Treatment Package. Failure to pay as above may result in you being refused admission.
- 3.4. All of the Care related to your Treatment Package, as set out in your Admission Letter, is included in the Fixed Price.
- 3.5. Unless agreed otherwise, your Fixed Price includes;
 - 3.5.1. All Consultant and anaesthetist fees for the duration of your stay including any pre-admission tests such as pre-admission blood tests but not including any pre-admission tests which relate solely to investigations for suitability for a procedure such as MRI or CT scans or review by a cardiology or consultant in relation to any other conditions;
 - 3.5.2. All surgical equipment costs;
 - 3.5.3. Fees for follow-up consultations after a procedure, as clinically required. This will be for one appointment only unless otherwise agreed;
 - 3.5.4. All patient services including meals, accommodation and nursing for you, and theatre charges;
 - 3.5.5. Charges for the standard prosthesis, where required, and replacement of this prosthesis if it fails post operatively (subject to the manufacturer's warranty);
 - 3.5.6. All drugs and other clinical materials needed;
 - 3.5.7. Critical care charges, including any transfers to NHS critical care facilities;
 - 3.5.8. Any re-admission to BHT Hospital for clinical complications arising from the original procedure included within the Treatment Package.
- 3.6. The following items are not included in the Fixed Price:
 - 3.6.1. Diagnostic tests or services received prior to your pre-assessment or pre-admission, whichever is first.
 - 3.6.2. Miscellaneous expenses, including, but not limited to, your guests' food and beverages.
 - 3.6.3. Elective stay at the Hospital after your consultant has declared you ready to be discharged.
 - 3.6.4. Treatment or investigations of any other conditions identified at pre- assessment.
 - 3.6.5. Any treatment received at other hospitals or clinics, including any NHS care or treatment, unless your care or treatment is being provided as part of your planned care pathway at the Hospital.
 - 3.6.6. Ongoing care at home.
 - 3.6.7. Any revision procedure which is not clinically required.

- 3.6.8. Anything else not covered in paragraph 3.5 above.
- 3.7. If you have not paid for the items listed in paragraph 3.6, you will be asked to pay for these separately at the BHT Standard Rates (if applicable) and will be invoiced for these items from BHT which you will be required to pay within 14 days of the date of the invoice.
- 3.8. If you decide not to go ahead with your Treatment Package, you should inform BHT in writing or by contacting BHT by telephone as soon as possible. If your Treatment Package has already commenced, you will be required to pay for the Care that you have received up until the point of cancellation. You will be invoiced directly for the costs of Care already received which you should pay within 14 days of the date of the invoice. The costs of Care received will be charged at BHT Standard Rates.
- 3.9. If you have already paid for your Treatment Package, BHT will refund your payment, less any amount that you owe to the Hospital for any Care or any part of the Treatment Package already provided to you. This will be charged at BHT Standard Rates. Please note that BHT will only process the refund to the cardholder or person who made the original payment for the Treatment Package to BHT.
- 3.10. If your Consultant cancels your Treatment Package because they consider it is not in your best interests for medical reasons to proceed, and you have already paid for your Treatment Package, BHT will refund your payment less the costs of Care or any part of your Treatment Package that you have already received up until the point of cancellation by the Consultant. This will be charged at BHT Standard Rates.
- 3.11. If your stay in Hospital is shorter than anticipated, you will not be entitled to receive a refund of any portion of your Fixed Price under any circumstances.
- 3.12. While the Hospital and your Consultants will do their best to ensure a satisfactory outcome, you acknowledge that no clinical procedure or treatment is entirely risk-free and the results cannot be guaranteed.
- 3.13. The Fixed Price includes the cost of treating any complications at BHT Hospital where those complications arise directly as a result of the procedure or treatment you receive as part of your Treatment Package provided that you have followed the advice of your Consultants and any other medical professionals involved in your Care following the procedure or treatment.
- 3.14. Whether a complication is clinically connected to any procedure or treatment you have received within your Treatment Package will be decided by your Consultant. The treatment for any complications includes any consultations, out-patient, day-care and inpatient treatment which your Consultant says you need and which the Hospital agrees to provide.
- 3.15. If you have not followed the advice of your Consultants and/or any other medical professionals involved in your Care following the procedure or treatment, or the complications do not arise directly out of the procedure or treatment you receive as part of your Treatment Package, you will be required to pay for the costs of any further treatment which shall not be included in the Fixed Price. You will be invoiced for that treatment which you must pay within 7 days of the date of the invoice. This will be charged at BHT Standard Rates.

- 3.16. You agree that the decision as to whether you are fit for discharge ultimately rests with your Consultant.
- 3.17. If, with the agreement of BHT, you decide to stay in Hospital beyond the date your Consultant considers it is appropriate for you to be discharged, or if you require further Care that is not covered by your Treatment Package, you will be charged at BHT Standard Rates, from the date which your Consultant initially considered it appropriate for you to be discharged until the date you were actually discharged.
- 3.18. If you discharge yourself earlier than expected against the advice of your Consultant, no further Care will be provided to you as part of the Fixed Price and no refund will be given to you.

4. Self-Pay: Other

- 4.1. This section will apply if you are paying for your own Care other than as part of a Treatment Package (under paragraph 3) or by private medical insurance (under paragraph 2).
- 4.2. If you have been referred to a Consultant at the Hospital or to the Hospital for treatment (e.g. for a procedure) or tests (e.g. blood tests, x-rays and scans) or other Care, you will pay BHT Standard Rates.
- 4.3. Upon request, the Hospital will give you an estimate of costs for your Care. Please note that it is not always possible to give an exact estimate for the Care you receive at the Hospital and the total cost may depend on a number of factors, including any other conditions you may have. You are responsible for the payment of all Care you receive at the Hospital, including any Sundry Items.
- 4.4. If you are an inpatient, you will need to pay for your Care prior to the date of your admission to the Hospital. The costs for your Care will have been set out in your Admission Letter.
- 4.5. The costs of Care received will be charged at BHT Standard Rates.
- 4.6. While the Hospital and your Consultants will do their best to ensure a satisfactory outcome, you acknowledge that no clinical procedure or treatment is entirely risk-free and the results cannot be guaranteed.
- 4.7. If you are an inpatient who has received a procedure from BHT, BHT will cover the cost of treating any complications at BHT Hospital where those complications arise;
 - 4.7.1. within 30 days of the date of the procedure you have received; and
 - 4.7.2. directly as a result of the procedure or treatment you have received from BHT. BHT will only cover the cost of the complications where you have followed the advice of your Consultants and any other medical professionals involved in your Care following the procedure or treatment.
- 4.8. Whether a complication is clinically connected to any procedure or treatment you have received within the Care received by BHT will be decided by your Consultant. The treatment for any complications includes any consultations, out-patient, day-care and in-patient treatment which your Consultant determines you need and which the Hospital agrees to provide.

- 4.9. If you have not followed the advice of your Consultants and/or any other medical professionals involved in your Care following the procedure or treatment, or the complications do not arise directly out of the procedure or treatment you receive as part of your Care, you will be required to pay for the costs of any further treatment yourself. This will be charged at BHT Standard Rates.

5. General Terms and Conditions: For all Private Patients

- 5.1. This paragraph 5 applies to all Private Patients
- 5.2. The following provisions apply in relation to your Care from Consultants;
- 5.2.1. While receiving Care at the 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. BHT staff, including nurses, will provide your Care under your Consultant's instructions.
- 5.2.2. Consultants involved in your Care are independent practitioners and are not employees of BHT. Accordingly, BHT will not be liable for any act or omission of a Consultant (or the company or partnership that employs or engages the Consultants).
- 5.2.3. BHT are not responsible for the acts and omissions of any Consultant, anaesthetist or other independent medical practitioner not employed by BHT involved in your Care
- 5.2.4. Your Consultant and their secretarial staff do not have authority from BHT or the Hospital to provide a quote for any Hospital charges. Any such charges mentioned by them are subject to written confirmation by BHT.
- 5.3. BHT reserve the right to charge a cancellation fee of £50.00 if you cancel any appointment with BHT within 7 days of your scheduled appointment or admission date, details of which shall be provided to you by BHT should BHT wish to exercise their right to charge you a cancellation fee.
- 5.4. You will be required to keep BHT updated of any changes in your contact details as BHT will correspond with you at your last known contact details. BHT will regard notices as served on you on the third working day after BHT post a letter to you, or on completion of a fax transmission or email.
- 5.5. While BHT will take all reasonable care to ensure the safety of your belongings, BHT will not accept any responsibility for the theft or loss of, or damage to, any of your or your visitors' property that you bring to the Hospital.
- 5.6. If you do not pay BHT in accordance with any valid invoice received by you within the time limits specified, BHT may refuse to provide any remaining Care to you with immediate effect until you have paid BHT the outstanding amounts due from you.

6. Severability

- 6.1. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of these Terms.

6.2. If either of us gives notice to the other of the possibility that any provision or part-provision of these Terms is invalid, illegal or unenforceable, we agree that we shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended result of the original provision.

7. Changes in Applicable Law

7.1. You acknowledge and accept that Applicable Law may change and thereby prevent BHT from providing certain Care to you. If such a change occurs and the change has an effect on your Care, then BHT shall contact you to inform you of the change and the consequences of the change.

8. Force Majeure

8.1. BHT will not be liable or responsible for any failure to perform, or delay in performance of, any of BHT obligations under these Terms that are caused by an event outside BHT' reasonable control.

8.2. If an event outside BHT' reasonable control takes place that affects the performance of BHT' obligations under these Terms, BHT will take reasonable steps to contact you as soon as possible to notify you. In these circumstances, BHT' obligations under these Terms will be suspended and time for performance of BHT' obligations shall be extended for the duration of the event outside BHT' reasonable control.

9. Assignment of Agreement

9.1. Subject to any restrictions or requirements imposed by Applicable Law, BHT may transfer and assign this Agreement to any person who acquires all or substantially all of the business or assets of BHT.

10. Third Party Rights

10.1. A person who is not a party to this Contract shall not have any rights under or in connection with it.

11. Variation

11.1. No variation of these Terms shall be effective unless it is in writing and signed by both parties.

12. Waiver

12.1. No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13. Governing Law

13.1. These Terms are governed by and shall be construed in accordance with English Law and the English Courts shall have exclusive jurisdiction.

14. 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 without limitation the requirements as regards treatment, procurement, research and storage of reproductive material;

“BHT” means Benenden Hospital Trust

“Consultants” means all consultants, surgeons and anaesthetists involved in your Care (including those doing so on behalf of a company or partnership).

“Contract” has the meaning given to it in paragraph 1.1;

“Fixed Price” has the meaning given to it in paragraph 3.2;

“Private Patients” means all patients that are not NHS patients and includes patients who are covered by medical insurance and patients who are paying for their own treatment, whether by way of a Treatment Package or otherwise;

“BHT”, “we” or “us” means “Benenden Hospital Trust” which is the Hospital where you receive your Care

“Self-Pay Guarantee” means the guarantee offered by BHT regarding the Fixed Price Treatment Package.

“Standard Rates” means the BHT standard rates for Care which are available on request;

“Sundry Items” means personal items incidental to your Care, including meals and beverages for your visitors and phone calls, cost of newspapers etc;

“Terms” means these terms and conditions;

“Admission Letter” has the meaning given to it in paragraph 1.1;

“Treatment Package” has the meaning given to it paragraph 3.2.