

# Self Pay - Terms and Conditions



*Just what you need to get back on your feet*

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# Our terms

## 1. OUR CONTRACT WITH YOU

- 1.1 These are the Terms on which we supply the **Services** to you on a **Self Pay Treatment** basis, and together with the **Surgery Letter and Registration Form**, will form the contract for services between **you** and **us**. By signing the Registration Form, you agree to the terms of the contract. The main operator of the Services at a **Facility** is Care UK Limited: in some cases, Services may be provided by another member of the **Care UK Group**.
- 1.2 Please ensure that you read these Terms carefully. If you have any questions, concerns or comments, please contact us to discuss using the contact details provided on our website at the following link; [careukselfpay.co.uk/stmarys](https://careukselfpay.co.uk/stmarys).
- 1.3 We may update these Terms from time to time, however changes to these Terms will only apply to any new Services or Self Pay Treatment that you receive and you will be asked to agree to any new Terms before they become effective. Any new Terms will not apply to a Service which is part-way through when the Terms are changed.
- 1.4 The words in bold have specific meanings, which have been set out in the Definitions section of these Terms. They will only be in bold the first time they are used in these Terms.

## 2. DEFINITIONS

- 2.1 When the following words with capital letters are used in these Terms, this is what they will mean:

**Surgery Letter:** the letter that we send to you, prior to the date of your admission, detailing the Services to be provided to you and the Self Pay Treatment Price under the Self Pay Treatment. The letter will also include confirmation of the date of your procedure.

**Care UK Group:** Care UK Clinical Services Limited or its subsidiaries, as defined under section 1159 of the Companies Act 2006 (as amended from time to time).

**Care UK Clinical Services Limited:** is the main operator of the Services, with company number (03462881) at Connaught House, 850 The Crescent, Colchester Business Park, Colchester, Essex, C04 9QB.

**Facility:** any care facility or hospital operated by the Care UK Group at which Services are provided to you.

**Finance Provider:** Chrysalis Finance Limited.

**First Appointment Outpatient Letter:** the letter you will receive advising you of the date of your pre-operative assessment which will include details on prices payable for diagnostic and imaging investigations.

**Medical Indemnity Insurance:** the Clinical Negligence Scheme for Trusts, any medical defence organisation's malpractice cover for independent practitioners or any private medical indemnity insurance, as the case may be.

**NHS:** the publicly funded National health service in the United Kingdom.

**Registration Form:** the registration form signed by you prior to admission at the Facility, confirming that the Surgery Letter and these Terms have been agreed and accepted by you.

**Self Pay Treatment Price:** the price that you have agreed to pay for the Self Pay Treatment and which is set out in the Surgery Letter.

**Self Pay Treatment:** the agreed package of Services for which you have agreed to pay the Self Pay Treatment Price as set out more fully in the Surgery Letter.

**Services:** the assessment, diagnosis, care, treatment, procedures and/ or services (whether clinical or non-clinical), that we are providing to you at the Facility as more fully set out in the Surgery Letter.

**Terms:** the terms and conditions for the Self Pay Treatment Services as set out in this document.

When we use the words "**we**", "**our**" or "**us**" in these Terms we mean Care UK Limited of Connaught House, 850 The Crescent, Colchester Business Park, Colchester, Essex, CO4 9QB or any other Company in the Care UK Group, and when we use the term "**you**" or "**your**" in these Terms we mean the person who will receive the care and Services as set out in the Registration Letter and the Surgery Letter.

### **3. OUR SERVICES**

- 3.1 We will supply the Services to you as set out in the Surgery Letter which details the care and treatment which you will receive from us under the Self Pay Treatment. The Surgery Letter will also set out the Self Pay Treatment Price and any appointment or admission dates.
- 3.2 You will always receive a Surgery Letter confirming the Self Pay Treatment Price and the care and treatment you will be receiving which will be included in your Self Pay Treatment.
- 3.3 We will make every effort to provide the Services on the date that we have set out in your Surgery Letter. However, we cannot promise this and we reserve the right to refuse your admission for any reason or to cancel or change the date of your admission by providing you with reasonable notice of such changes or cancellations, with the intention of rearranging your admission date to a more suitable time. There may be delays or cancellations for any reason, such as because of an event outside our reasonable control, for operational or technical reasons or because your consultant does not think it is in your best interest for medical reasons. Where this happens or where we refuse admission, we will try to give as much notice to you as possible and any advance payment you have made for Services that have not been provided will be refunded to you.
- 3.4 The decision as to whether you are fit for discharge rests with your consultant. Should you wish to stay in the Facility after you have been declared fit for discharge, or if you require further Services that are not covered by your Self Pay Treatment, Care UK's standard charges for that Facility will apply and you will be invoiced separately.
- 3.5 If you discharge yourself against the advice of your consultant no further Services will be provided to you as part of the Self Pay Treatment and no refund will be given where, in such circumstances, your treatment ends early and you leave the Facility earlier than expected.
- 3.6 If your stay in the Facility is shorter than anticipated after the Services have completed, you will not be entitled to receive a refund of any portion of the Self Pay Treatment Price.
- 3.7 We will need certain information from you that is necessary for us to provide the Services, and this can be asked for by anyone involved in your care or treatment, whether before, during or after the delivery of the Services, including by our staff at the Facility, by your consultant or other medical professional or in your Surgery Letter. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may not be able to provide you with some or all of the Services, and that could mean being unable to see you at our Facility. Of course, if we are unable to provide the Services to you, you do not have to pay for any element of the Services that we have not provided to you, but this does not affect your obligation to pay for any Services we have already provided to you at the date of cancellation

(whether invoiced or not) which may be set off against any refund of the Self Pay Treatment Price we may make to you in these circumstances. Subject to set off for these prior invoices and or services, and any cancellation charges which may apply pursuant to Clause 11.2 below, the Self Pay Treatment Price, you have paid in advance will be refunded to you.

**3.8** If you do not pay us the Self Pay Treatment Price for the Services when you are supposed to, we may decide not to provide any further or remaining Services to you with immediate effect until you have paid us the outstanding amounts.

#### **4. SELF PAY TREATMENT PRICE AND PAYMENT**

**4.1** We will detail the Self Pay Treatment Price that we have calculated for your Self Pay Treatment in your Surgery Letter. Your Self Pay Treatment and the Self Pay Treatment Price are subject to the results of your pre assessment, process and results. The final Self Pay Treatment Price will be notified to you a minimum of fourteen (14) days prior to your admission to the Facility for the Services. Costs incurred that are not included in the Self Pay Treatment Price will be charged at the Facility's standard rates which are available from the Facility you are using on request.

**4.2** We calculate the Self Pay Treatment Price based on:

**4.2.1** your consultant's medical advice;

**4.2.2** the results of any scans and diagnostic tests; and

**4.2.3** the complexity of your care and treatment.

We will always ensure that we explain to you how we have calculated the Self Pay Treatment Price before you go ahead with the Services.

**4.3** Prior to receiving your Surgery Letter and before your admission date, you will be asked to come to the Facility for a pre-assessment. In this appointment you will be asked questions about your health and medical history, and you will also be given details about the Services and your admission. We may also need to take blood and other tests. If, following the pre-assessment, we consider that for clinical or medical reasons it is not appropriate to proceed with your proposed Services whether at all, or for the price shown on the website, or because further tests or assessments need to be carried out, we will discuss this with you. If we are not able to continue with the proposed Services at all, we will tell you the reasons why we have formed this opinion.

**4.4** Your details will be kept securely for up to six (6) months.

**4.5** For the avoidance of doubt, the Self Pay Treatment Price under the Self Pay Treatment will include your consultant's fees while you are in our Facility.

**4.6** The consultants, anaesthetists, other medical practitioners and secretarial staff are either employed by us or contracted on a sessional basis. In relation to our employees, we hold **Medical Indemnity Insurance** with a reputable insurance organisation in the healthcare industry, which covers the consultants, anaesthetists, other medical practitioners and secretarial staff, whilst they are on duty and working at any of our Facilities. We will ensure that any person not in our employ and supplying clinical services to you as part of the Self Pay Treatment will also hold their own requisite Medical Indemnity Insurance or be covered by our Medical Indemnity Insurance.

**4.7** You must make payment of the Self Pay Treatment Price in full, and in cleared funds, in advance of your admission to the Facility. We may refuse admission if you have not paid in full. Your rights to a refund on cancellation are set out in clause 11. You must pay all invoices in cleared funds within fourteen (14) calendar days of the date of invoice. You may pay the invoice by post or over the phone. Details of our payment methods and conditions are given on our website; [careukselfpay.co.uk/stmarys](http://careukselfpay.co.uk/stmarys).

**4.8** You may also spread the cost of any care or treatment by raising the funding for the Services from our **Finance Provider, Chrysalis Finance Limited**. We are not a party to any agreement entered into between you and the Finance Provider and the Finance Provider will require its own information from you to assess whether or not to provide you with any funding. We are not responsible for any non-payment or overdue amount as between you and the Finance Provider. Should you choose to use the Finance Provider's services please note that we may, at our sole discretion, choose not to provide any Services to you until full payment of the Self Pay Treatment Price has been received by us in cleared funds. Details of the Finance Provider can also be found on our website at the following link: [careukselfpay.co.uk/stmarys](http://careukselfpay.co.uk/stmarys).

**4.9** In the event that you are admitted to our Facility and Services are provided before you have made payment in full of the Self Pay Treatment Price, we may charge interest to you on the overdue amount at the rate of 4% per annum above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date (which date shall be as set out in the Surgery Letter or, at the latest, the date of admission) until the date of actual payment of the overdue amount, whether before or after judgment. You must pay any such interest to us together with any overdue amount.

**4.10** We strongly advise that you avoid bringing any valuables or cash with you to the Facility. If you do nonetheless bring any valuables or cash, this is at your risk as we do not accept any responsibility for the theft, loss of, or damage to, any of your or your visitors' cash, valuables or any other property that you or your visitors bring to the Facility.

## **5. WHAT IS INCLUDED AND EXCLUDED IN THE SELF PAY TREATMENT PRICE**

**5.1** Unless we have said otherwise, for example, in your Surgery Letter, the Self Pay Treatment Price for your Self Pay Treatment INCLUDES:

- 5.1.1** any pre-operative assessment at the Facility before your admission, if necessary;
- 5.1.2** any care or treatment (other than high dependency, intensive or critical care which is available free at the point of care from the NHS) carried out in other locations, provided it is part of the care and treatment plan comprising the Services as devised by your consultant for you as part of your Self Pay Treatment at the Facility;
- 5.1.3** your accommodation and meals at the Facility for as long as you are required to stay at the Facility (as advised by your consultant);
- 5.1.4** your nursing care while you are in the Facility;
- 5.1.5** the Facility's theatre fees, drugs and dressings while you are in the Facility;
- 5.1.6** your consultant's or other healthcare professional's operating fee and anaesthetist's fee while you are in the Facility;
- 5.1.7** any necessary prosthesis (approved by us) where the procedure you will undergo at the Facility requires a prosthesis;
- 5.1.8** x-ray imaging, physiotherapy, pathology and histology needed while you have been admitted to the Facility (should you require MRI, CT or Ultrasound scans or Nerve Conduction Studies you will be charged for these separately at the rates shown in the First Appointment Outpatient Letter);
- 5.1.9** basic walking aids where clinically required (such as walking sticks or crutches and wheelchairs for use in the Facility) and home aids (such as chair risers) for hip and knee replacements, but not other home aids or larger items (such as stair lifts);
- 5.1.10** take-home drugs advised by your consultant for up to fourteen (14) days after discharge and antibiotics for the stated period prescribed by your consultant;

5.1.11 subject to anything to the contrary set out in your Registration Form or Surgery Letter, up to ninety days (90) post-operative care where clinically required by your consultant provided it takes place at the Facility including:

5.1.11.1 removal of stitches, dressings or plaster, if required;

5.1.11.2 any tests and scans, where clinically required;

5.1.11.3 one follow-up consultation with your consultant, where clinically required; and

5.1.11.4 treatment for any clinical complications, as we explain in clause 7 , below.

5.2 The Self Pay Treatment Price DOES NOT INCLUDE any of the following:

5.2.1 diagnostic tests or services received prior to your pre operative assessment or admission, whichever is first.

5.2.2 any care or treatment provided anywhere other than at the Facility, in accordance with the Self Pay Treatment, including any NHS care (free at the point of access) or treatment, unless your care or treatment is being provided as part of the Services included in your planned care pathway at the Facility;

5.2.3 any long-term care or treatment (save for that which is expressly included in your Self Pay Treatment and / or as set out in Clause 7 (Follow up and Complications) below;

5.2.4 any drugs or medication not included within the take-home drugs as described in clause 5.1;

5.2.5 in the convalescence,, treatment, accommodation or meals provided after your consultant has advised that you are fit for discharge;

5.2.6 personal costs such as telephone charges, visitors' meals, and other sundries;

5.2.7 ambulance fees;

5.2.8 the MRI, CT and ultrasound scans and Nerve Conduction Studies referred to in clause 5.1.8;

5.2.9 any replacement prosthesis or other items where required due to normal wear and tear; and

5.2.10 any costs or fees not specified as included in clause 5.1 or in your Surgery Letter;

and any provision of any of the above will be charged separately to you at the facility's standard rates and you will be responsible for payment of those charges.

5.3 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 the Facility, even if you are not discharged from the Facility, is not included in the Self Pay Treatment.

## **6. NHS TREATMENT**

6.1 If you are not a resident of the UK but you require any NHS treatment and it is not included in your Self Pay Treatment, please note that you will be liable to pay any charges for any treatment or care carried out by the NHS, and we may invoice you for any costs that we incur as a result of any NHS treatment, or deduct these costs from your credit card or any credit balance we hold in relation to your account. We will tell you if we intend to take a payment from your card before we do so.

6.2 Should you undergo treatment with us, and as a result require emergency NHS care, the treatment you obtained with us under the Self Pay Treatment will not preclude you from your right to access emergency care from the NHS.

## **7. FOLLOW-UP AND COMPLICATIONS**

- 7.1 While we will always try to meet your expectations, we cannot guarantee the result of any procedure, care or treatment, and it is possible that complications with your treatment or surgery can occur. Your consultant will explain these to you before your treatment and you are also encouraged to read and review the information provided to you following your pre-assessment, and by signing the Surgery Letter and agreeing to these Terms you are accepting all the possible risks that may arise by our delivery of the Services.
- 7.2 The price covers the cost of your post-operative care and medical or surgical complications directly related to the Services we provided to you for up to ninety (90) days following your discharge from the Facility following the procedure to the extent described in clause 7.1, provided that:
- 7.2.1 such post-operative care and complications are treated at the Facility; and
  - 7.2.2 you have followed the advice of your consultant and other healthcare professional involved in your care or treatment at the Facility. The decision as to whether a complication is related to the procedure rests with your consultant or healthcare professional.

## **8. CHANGES TO THESE TERMS**

- 8.1 We may change these Terms at any time, including, for example:
- 8.1.1 where we reasonably consider it will make it easier to understand; or
  - 8.1.2 because of changes to the law, codes of practice or the way in which we are regulated; or
  - 8.1.3 to cover a development or change in the services that we provide.
- 8.2 If we have to change these Terms under clause 8.1, the new Terms will only apply to any new care or treatment that you may receive and will not apply to any care or treatment that you may be part-way through or currently receiving as part of the Self Pay Treatment when the change to these Terms is made.
- 8.3 If you wish to end any care or treatment before it is completed, you may do so and your rights to do so are set out in clause 11.

## **9. IF THERE IS A PROBLEM WITH THE SERVICES**

- 9.1 If there is any problem with the Services we provide, please contact us and tell us as soon as reasonably possible, and we will investigate the problem under our complaints procedure and try to repair or fix the problem as soon as we can. Please ask any member of staff at the Facility for a leaflet about our complaints procedure.
- 9.2 You have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Nothing in these Terms will affect these legal rights.

## **10. EVENTS OUTSIDE OUR CONTROL**

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our reasonable control.
- 10.2 If an event outside our reasonable control takes place that affects the performance of our obligations under these Terms, we will contact you as soon as reasonably possible to notify you, and our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our reasonable control.



10.3 You may cancel the contract if an event outside our reasonable control takes place and you no longer wish us to provide the Services. Please see your cancellation rights under clause 11.

## **11. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 11.1 If you decide not to go ahead with the surgery or any other services as part of your Self Pay Treatment, you may contact us at any time to cancel. Subject to clause 12.4 below, we will refund any advance payment made by you or on your behalf for Services that we have not yet provided to you. Any such refund will be made by cheque or electronic transfer only to the cardholder or person who made the original payment. Please note we do not make refunds in cash.
- 11.2 If you need to cancel an Outpatients appointment you can do so without charge within 5 days of your appointment. If you cancel your appointment less than 5 days before the date and don't re-book another appointment you will be charged for the appointment slot. You are able to rearrange your appointment twice without any charges being incurred.
- 11.3 If you do not attend your appointment and don't notify a Self-Pay advisor you will be charged for the appointment slot.

## **12. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 12.1 We may have to cancel any appointment or admission date or any care or treatment to you before it is due to start for any reason, including, for example, due to unavailability of key personnel or key materials without which we cannot provide your care or treatment or because of an event outside our reasonable control.
- 12.2 We will promptly contact you if this happens. We will always try to rearrange any appointment or admission dates with you. If we are not able to find any suitable alternative dates and instead we have to cancel the provision of any part of the Self Pay Treatment, and payment in advance has been made by you or on your behalf for any part of the Self Pay Treatment that has not been provided to you, we will refund these amounts by cheque or electronic transfer only to the cardholder or person who made the original payment. Please note we do not make refunds in cash.
- 12.3 We may cancel any appointment or admission date or any care or treatment at any time if you do not pay us when you are supposed to.
- 12.4 We reserve the right in our sole discretion to charge a cancellation fee if you cancel any appointment with Care UK Clinical Services Limited within 7 days of your scheduled appointment or admission date. A cancellation fee may be based on any Services that you have already received up to the point of cancellation and/or any other reasonable costs or losses that the Facility has incurred or may incur as a result of your non-admission.
- 12.5 If we cancel your Outpatients appointment for any reason you will be offered another appointment but no refund will be applicable. If you decide not to rebook we will refund your payment within 30 days.

## **13. OTHER IMPORTANT TERMS**

- 13.1 This contract is between you and Care UK Clinical Services Limited or any member of the Care UK Group. Your Surgery Letter will name the relevant entity. No other person shall have any rights to enforce any of its terms.

- 13.2 If there is any conflict between these Terms and your Surgery Letter or your Registration Form, these Terms will take precedence. If there is any conflict or inconsistency between any marketing materials and these Terms, your Surgery Letter and the Registration Form (which together form the contract between you and us) the terms of that contract will take precedence.
- 13.3 We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.
- 13.4 These Terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.
- 13.5 Your rights under the Data Protection Act 2018 are explained in our Data Privacy and Processing Notice, which is available on [www.careukhealthcare.com/privacy-notices](http://www.careukhealthcare.com/privacy-notices)

#### **14. INFORMATION ABOUT US AND HOW TO CONTACT US**

- 14.1 Care UK Clinical Services Limited is a company registered in England and Wales. Our company registration number is 03462881 and our registered office is at Connaught House, 850 The Crescent, Colchester Business Park, Colchester, Essex, CO4 9QB. Care UK Clinical Services Limited is authorised to act as an agent for Care UK (Peninsula) Limited and Care UK (Shepton Mallet) Limited.
- 14.2 You can contact us by telephoning the Facility where you are receiving care or treatment or by letter at the address set out in clause 14.1.
- 14.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us. It is important that you tell us in writing at the Facility where you are receiving treatment of any changes to your contact details.
- 14.4 When we use the words "**writing**" or "**written**" in these terms, this includes emails.