

PATIENT TERMS AND CONDITIONS

1 OUR TERMS

- 1.1 Please read these Terms and Conditions carefully. They set out the Terms upon which Schoen Clinic London will provide services to you, how you and we may end the contract, what to do if there is a problem and other important information.
- 1.2 We are Schoen Clinic London Ltd, a company registered in England and Wales. Our company registration number is 09982537 and our registered office is Cannon Place, 78 Cannon Street, London EC4N 6AF. Our registered VAT number is GB285714671.
- 1.3 You can contact us by telephoning our Patient Administration Team at 0203 929 1040 or by emailing LON-enquiries@schoen-clinic.co.uk or writing to us at 66 Wigmore Street, London, W1U 2SB.
- 1.4 If you think that there is a mistake in these Terms or if there is something you would like explained further, please contact us to discuss before you submit the Admission/Registration Form.
- 1.5 We will supply you with the care and treatment more specifically described in the Treatment Letter.

2 PART A - INSURED PATIENTS

This section applies to patients who are covered by private medical insurance.

- 2.1 You agree to pay for your Care and Treatment.
- 2.2 Whilst you remain responsible for the payment of your Care and Treatment, where you have private medical insurance it is your responsibility to confirm with your insurer in advance that your Care and Treatment is covered by your insurance policy. We will not obtain this confirmation on your behalf. In some cases, your insurer may not pay for certain elements of your Care and/or Treatment including, for example, sundry items and specialist equipment and you will be required to pay for that element of your Care or Treatment.
- 2.2.1 We will, where possible, process the insurance claim for your Care and Treatment with your insurer, provided you have given us and your insurer all the information we and your insurer need. 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 and Treatment;

- 2.2.2 Where we process your insurance claim and your insurer pays us direct, the rate agreed between us and your insurer will apply to your Care and Treatment or if no rate is agreed, our standard rates will apply;
- 2.2.3 If your insurer fails to settle our invoices (or any part of them) within 45 days of the date of issue we will assume that the outstanding amount will not be paid by your insurer and we may invoice you direct or debit the relevant balance from your credit or debit card; and
- 2.2.4 If we invoice you for your Care and/or Treatment (or any element of it) you agree to pay us the amount invoiced within the time limits set out in the invoice. The credit/debit card details supplied pursuant to Clause 4.4 will be used for any outstanding balances.

3 PART B – SELF-PAY PATIENTS

This section applies to patients paying for their own Care and Treatment including patients from overseas.

- 3.1 Your Treatment Letter sets out the services we will supply to you, the Fixed Price for your Care and Treatment and any appointment or admission dates. Please ensure that you read this letter carefully as the Treatment Letter forms part of your Contract with us.
- 3.2 Unless your Treatment Letter says otherwise, the Fixed Price for your Care and Treatment includes:
- 3.2.1 All standard pre-operative assessments which include (MRSA screen, routine pre-op bloods, standard ECG and chest x-ray only); before your admission (if necessary);
- 3.2.2 All consultant and anaesthetist fees associated with your Care and Treatment;
- 3.2.3 Your booked accommodation at Schoen Clinic London including your standard meals if relevant;
- 3.2.4 Your nursing care whilst you are at Schoen Clinic London;
- 3.2.5 All theatre fees and diagnostics, tests, drugs and dressings associated with your Inpatient Care and Treatment;

- 3.2.6 All x-rays and scans which are required and associated with your inpatient Care and Treatment;
- 3.2.7 Any take home drugs and/or equipment that you require on the advice of or as prescribed by your Consultant for a period of three (3) days following the later of your Treatment or your discharge;
- 3.2.8 One follow-up consultation if clinically necessary which your Consultant prescribes;
- 3.2.9 Any Treatment for any clinical complications which arise directly out of the Treatment you receive as part of your Treatment set out in the Treatment Letter, provided that you follow the advice of the consultant and any other medical professional (subject to the below).
- 3.2.10 Payment for care and treatment should be made 48 hours prior to your admission.
- 3.3 Unless your Treatment Letter says otherwise, the Fixed Price for your Care and Treatment will not include the following items and you will be asked to pay for these separately at our standard rates which are available from our Patient Administration Team, upon request or at Schoen Clinic London. These items include:
- 3.3.1 Your initial/first consultation and all diagnostic and pathology tests leading up to the diagnosis
- 3.3.2 Any costs not included in your Treatment Letter or Clause 3.2 of these Terms;
- 3.3.3 Personal costs including items such as telephone charges and other sundries. A list of these items is available to view upon request or at Schoen Clinic London;
- 3.3.4 Additional hospitality items including but not limited to meal upgrades and meals for friends and family members;
- 3.3.5 Care and/or Treatment you receive anywhere other than at Schoen Clinic London; and/or
- 3.3.6 Any clinical complications which do not fall within Clause 3.2.10 of these Terms.]
- 3.4 If your stay in Schoen Clinic London is shorter than anticipated, you will not be entitled to receive a refund of any portion of the cost of your Treatment and Care.

4 PART C – ALL PATIENTS

This section applies to all patients.

- 4.1 **Our contract with you:** These Terms along with the Admission/Registration Form and the Treatment Letter form your Contract with Schoen Clinic London. By completing and submitting the Admission/Registration Form you agree to be bound by these Terms.
- 4.2 If there is any conflict between these Terms and the Treatment Letter, the Treatment Letter will take precedence. If there is any inconsistency between the Contract and any marketing material, the Contract will take precedence.
- 4.3 We may make changes to these Terms at any time however changes will only apply to any new treatment.
- 4.4 **Payment:** We ask you for a swipe of a valid credit or debit card when you register on the day of your Treatment which will be used to collect any outstanding amounts. We will tell you if we intend to take a payment from your card before we do. However, it is your responsibility to ensure that the fees you have incurred are paid in full and in cleared funds prior to you leaving Schoen Clinic London after your Treatment.

Cancellations

- 4.5 **Cancellation by you:** You may contact us at any time prior to your admission for Treatment to cancel your treatment and/or end this Contract, but in some circumstances we may charge you a cancellation fee as described below.
- 4.6 If you would like to cancel your Treatment and/or end this Contract, please let us know by contacting our Patient Administration Team by calling us or emailing us using the details set out in Clause 1.3 of these Terms. Please provide your name, home address, your reference number (where available) your phone number and email address.
- 4.7 If you decide to cancel your Treatment and/or end this Contract you may do so but if you tell us less than seven (7) days prior to the date of your Treatment we reserve the right to charge a cancellation fee. The cancellation fee may be based on any Care or Treatment you may have received up to the point of cancellation or any other reasonable costs which may have incurred.

- 4.8 If you are ending this contract for a reason set out in Clauses 4.8.1 to 4.8.5 below at any time this Contract will end immediately and you will not be required to pay any cancellation fee. The relevant reasons are:
- 4.8.1 We have told you about an upcoming change to the Treatment or these Terms which you do not agree to;
- 4.8.2 We have told you about an error in the price or description of the Treatment and you do not wish to proceed;
- 4.8.3 There are relevant medical grounds for not proceeding with the Treatment and/or this Contract;
- 4.8.4 We postpone or cancel the Treatment without good reason; and/or
- 4.8.5 You have a legal right to end this Contract because of something we have done wrong.
- 4.9 **Cancellation by us:** We reserve the right to delay or cancel your Treatment and/or end this Contract where:
- 4.9.1 You do not make any payment to us when it is due;
- 4.9.2 You do not provide us with information that is necessary to perform the Treatment;
- 4.9.3 You provide us with incomplete or incorrect information;
- 4.9.4 The consultant considers it is in your best interest not to proceed with the Treatment; and/or
- 4.9.5 Any other reasonable circumstances including but not limited to operational and technical reasons.
- 4.10 If we cancel your Treatment and/or end this Contract for any reasons stated above, we will refund any sums you have paid to us by the method you used for payment less the cost of any Care or Treatment you may have received or any other reasonable costs up to the point of cancellation.
- 4.11 **Complaints:** If you have any questions or complaints about this Contract, the services you have received from us or about payment please let us know by contacting our Patient Administration Team by calling us or emailing us using the details set out in Clause 1.3 of these Terms.
- 4.12 **Transfer of Contract by us:** We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract OR we will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within thirty (30) days of us telling you about it and we will refund you any payments you have made in advance of your treatment.
- 4.13 **Notices and contact:** You must keep us updated of any changes in your circumstances and your contact details as we will contact you using your last known contact details.
- 4.14 **Responsibility for Loss or Damage suffered by you:** If we fail to comply with these Terms, we are responsible for any loss and damage you suffer that is a foreseeable result of our breaking of this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable or is out of our reasonable control. Loss or damage is foreseeable or out of our reasonable control if it is either obvious that it will happen at the time this contract was made or if we both knew it might happen, for example, if you discussed it with us prior to the date of treatment.
- 4.15 Whilst we take all reasonable care to ensure the security of our patients' belongings whilst at Schoen Clinic London, we do not accept any responsibility for the loss or theft of, or damage to, any of your belongings or those of any of your visitors'.
- 4.16 We do not 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; for breach of your legal rights in relation to the services included under this Contract.
- 4.17 **Third Party Rights:** This Contract is between you and us. No other person shall have any rights to enforce any of its Terms.
- 4.18 **Severance:** If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs of these Terms operate separately. If any court or relevant authority decides any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 4.19 **No waiver:** 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 this Contract, 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 and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide services, we can still require you to make the payment at a later date.
- 4.20 **English Law:** These Terms are governed by English law and you can bring proceedings in respect of the services in the English courts. If you live in Scotland you can bring proceedings in respect of the services in either the Scottish or the English Courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts. If you live in Wales you can bring proceedings in respect of the services in either the Welsh or the English Courts.
- Definitions**
- 4.21 **"Admission/Registration Form"** means the form we send you prior to your appointment for you to complete and sign to confirm agreement to our Terms.
- 4.22 **"Care"** means any Care services provided in addition to and/or in connection with your Treatment provided by us during your admission at Schoen Clinic London Limited, as set out in Clause 3.2 of these Terms;
- 4.23 **"Consultants"** means all consultants, surgeons, anaesthetists and self-employed GPs involved in your Care;
- 4.24 **"Contract"** means these Terms, along with the Admission/Registration Form and your Treatment Letter;
- 4.25 **"Fixed Price"** means how much you will pay for your Treatment, as set out in the Treatment Letter;
- 4.26 **"Schoen Clinic", "we" or "us"** means Schoen Clinic London Ltd
- 4.27 **"Terms"** means these Terms and Conditions;
- 4.28 **"Treatment"** means the Treatment or procedures that will be carried out by your Consultant, as set out in your Treatment Letter; and
- 4.29 **"Treatment Letter"** means the letter that we send to you regarding your Care and Treatment.