



SCHOEN CLINIC UK GROUP LTD | NEWBRIDGE CARE SYSTEMS LTD

## PRIVATE TREATMENT TERMS AND CONDITIONS

### **Your responsibilities while receiving treatment with Schoen Clinic**

You are required and agree to: 1) abide by the rules, regulations, and policies applicable to the facility you are attending; 2) commit to the treatment provided; 3) not be in possession of alcohol or any illegal substances; and 4) not be abusive or act in a discriminatory manner to any Schoen Clinic colleagues or other patients while receiving treatment from Schoen Clinic or any of its Consultants. If you are the parent of a minor receiving care with us, you are also bound by and must support us in enforcing these rules.

### **Provision of treatment**

We will supply treatment to you as specified in your Confirmation Correspondence and you shall pay us the fees in accordance with the current Schoen Clinic UK Group Rack Rates or as otherwise documented in the Confirmation Correspondence. You agree to pay for your care including all expenses and pay the fee amount to us in accordance with the payment terms listed within these terms and conditions.

### **Consultants/medical professionals**

Schoen Clinic Consultants work for us on an employed, self-employed (known as Practising Privileges) and locum basis and that Consultant/medical professional remains fully responsible for your overall medical care along with the multidisciplinary clinical teams at each Schoen Clinic facility.

In regards to your personal data, Consultants working with us under a Practising Privileges agreement shall function as independent Data Controllers. Please make sure you have read and understood their privacy notice as well as ours. Some of your personal information will be sent to us by Consultants for clinical and regulatory purposes and we will process it in accordance with our privacy notice.

### **Settlement by insurance companies**

You must check with your insurer that your cover is adequate to cover the costs of proposed treatment. Any credit/debit card details held by us will be used for any shortfall and/or outstanding balances or an invoice will be sent to you to be settled by bank transfer.

If your insurance company operates a direct settlement scheme, we will send invoices and necessary claim forms to the insurance company for payment on your behalf.

It is your responsibility to obtain a valid authorisation code in advance of any treatment commencing. If your insurance company does not pay the account in full within 30 days from the date of treatment or when you were discharged (in the case of inpatients), any outstanding balances will be notified to you by letter and you will be required to liaise with your insurance company and/or settle the outstanding charges.

If your insurance company does not operate a direct settlement scheme, or if you are unable to provide us with a completed and signed claim form, you must pay your account in full prior to treatment, appointments or admission taking place.

### **Self-funding patients**

All self-funding outpatients, daycare patients and inpatients must settle the agreed amount due on or prior to the day of treatment commencing.

Please note that inpatient care is payable in advance for the remainder of the month in which admission falls. If admission falls after the 20<sup>th</sup> of the month, payment will be required for the remainder of the month and the forthcoming month in advance. If the patient is discharged earlier than the prepaid period, a refund for any nights unused will be issued, following the deduction of any additional fees.

Payment for outpatient appointments must be received prior to the appointment taking place.

Daycare treatment is payable in advance for at least the forthcoming 4 week period of care, relevant to how many days treatment fall within those weeks. Ongoing care thereafter will be on the same terms.



The above terms can be adjusted at the discretion of the Hospital/Clinic Director and in agreement with the Head of Finance/Finance Director.

You will also be requested to pay a deposit to secure your treatment/appointment/therapy group or inpatient bed. For planned admissions greater than 1 month, a deposit equal to 30 days will be required. For planned admissions of less than 1 month, a deposit equal to 14 days will be required.

For self-funding inpatients, if at any time during your period of treatment you take leave, you will be charged 100% of the treatment fees during this time as the inpatient bed/room is held for you and we cannot use it for any other patient.

Payments for additional periods of stay and/or for additional treatments must be paid in full prior to the commencement of the additional time or treatment.

All additional costs, including personal expenses and items not included within the 'Schoen Clinic UK Group Rack Rates' will be charged separately. For the avoidance of doubt, this includes costs for enhanced levels of nursing or clinical care may be significantly higher than 24-hour rate for the facility and dependant on the level of the enhanced care required. Schoen Clinic will endeavour to discuss additional payments with you in advance. Payment in full is required prior to discharge.

In the event that you become subject to detention under the Mental Health Act 1983 (or other applicable legislation) ("Detained"/"Detention") you will be liable for all fees and expenses incurred during your period of detention as a self-funding patient.

On Detention an inpatient may be entitled to NHS services which may or may not mean that the patient continues to receive treatment from us. If the inpatient remains with us on Detention and is not entitled to or able to access NHS services, all fees and expenses will continue to be paid by you in accordance with these terms and conditions.

If you cannot meet the cost of treatment during the Detention period, or if it is deemed clinically appropriate to do so upon Detention, we may be able to arrange a safe discharge to an appropriate NHS service, or alternatively it may be possible to arrange for NHS funding for your treatment with us.

If you are self-funding in relation to an inpatient who is under 18, and that inpatient is Detained, you may wish to discuss this with the relevant NHS commissioner to clarify whether the inpatient can be NHS funded upon detention. It is important to note that this, and the location where treatment will take place during Detention, will be assessed on a case by case basis depending on individual circumstances. Decisions around Detention are subject to a legal framework and on Detention, the authority to make decisions shifts to the Responsible Clinician in accordance with the provisions of the Mental Health Act 1983 (or other applicable legislation).

#### **Professional fees**

Fees for services provided by Consultants are included in the standard fees for inpatient, outpatient and daycare services where the Consultant is employed by Schoen Clinic.

#### **Additional expenses**

In addition to the above, we will charge you for all expenses and costs incurred by you not included within 'Schoen Clinic UK Group Rack Rates'. You are encouraged to familiarise yourself with these expenses and these must be paid before you leave the facility where you have received treatment.

*For the avoidance of doubt, additional expenses include:*

- Increased levels of clinical staffing, for high dependency patients or specialised one to one care (if clinically indicated)
- Newspapers
- Taxis and travel
- Additional food and snacks outside of direct treatment
- Additional purchasing or hiring of equipment (medical or otherwise) specifically to meet your physical needs
- Any interpretation or translation services provided
- Dry cleaning
- Any other additional services requested by you, but not routinely provided by us



#### **Private insured/third party patients**

If a third party or insurer has agreed to pay for all or part of your treatment, any balance that they do not pay (for example, if your insurance policy expires or you reach the maximum insured amount under your policy for this episode of care), you will become liable for these charges.

We may require you to provide valid credit/debit card details prior to your appointment/admission, which will be used to collect any outstanding amounts in respect of -

- Treatments or services where we do not deal directly with your insurer
- Services, charges, expenses or policy excesses not covered, in whole or part, by your insurance company
- Services, charges or additional expenses or treatments where you are self-funding treatment and these are not covered by the terms of your agreed treatment pathway

#### **Responsibility for loss or damage**

We may be liable to you for any foreseeable loss or harm that we cause or for any loss or damage you incur as a result of our failure to exercise reasonable care and skill if it was foreseeable. We do not accept liability for any loss or damage that is not reasonably foreseeable.

We do not exclude or limit our liability to you in any way where it would be illegal to do so. This includes personal injury or death caused by our negligence or the negligence of our colleagues, subcontractors or healthcare professionals.

We are not liable for damage to your property caused by us while providing treatment to you. You remain responsible for any personal property whilst you are in our care.

You may be liable for any damage to our property caused by yourself or by your visitors.

#### **Data protection and confidentiality**

The confidentiality of your information is of paramount importance to Schoen Clinic UK Group. We comply with UK data protection laws including the Data Protection Act 2018, the GDPR and all medical and clinical confidentiality guidelines issued by professional bodies such as the General Medical Council.

Details of the Schoen Clinic UK Group Privacy Policy can be found at <https://www.schoen-clinic.co.uk/privacy-policy>

#### **Our contract**

This Agreement, as well as any confirmation correspondence and policies, rules or other documents referenced or provided to you at any Schoen Clinic facility, are the terms and conditions under which we provide treatment to you and they constitute the contract between you and us.

#### **Cancellation rights for Schoen Clinic inpatients**

We have the right to keep any deposits paid by you if you cancel treatment before the date of admission.

You will be responsible for paying for the first seven days of treatment or therapy, if you stop during that time.

We will reimburse you for all other sums you have paid in advance if you decide to stop treatment after the first seven days of admission, provided reasonable notice of cancellation is given.

Refunds are subject to you/your insurer/third party having paid all amounts owed to Schoen Clinic and/or the deduction of any personal expenses and/or additional costs incurred.

#### **Cancellation rights for Schoen Clinic outpatient appointments**

We will charge a cancellation fee of 100% of the cost of your appointment if you cancel within twenty four hours of your scheduled appointment. Please note that insurance companies do not usually cover the cost of short notice cancellations, in which case you will become liable for this charge.

#### **Cancellation rights for Schoen Clinic daycare patients**

We will charge a cancellation fee of 100% of the cost of the first week or your scheduled daycare treatment if you cancel within twenty four hours of your first scheduled treatment day.



### **Our cancellation rights**

We reserve the right to cancel treatment if you are in violation of your obligations under this Agreement or we are unable to perform any of our obligations under this Agreement as a result of an event outside of our control. We will mutually agree a discharge plan with you and reserve the right to delay your admission, suspend, and/or stop providing treatment at any time.

If we discontinue treatment as a result of your violation of this Agreement (including failure to make payment), a safe discharge from our care will be arranged at the earliest opportunity and after deducting any necessary personal charges and other fees, we will reimburse you for any time left where we did not treat you. Any advance payments for therapy we have not yet supplied will be refunded if we stop treatment for any other reason.

### **Events outside of our control**

We will not be liable or responsible for any failure or delay in performing any of our obligations under this Agreement caused by an event beyond our reasonable control.

If an event outside our control takes place that affects the performance of our obligations under this Agreement, we will contact you as soon as reasonably possible to notify you.

You may cancel the contract if an event occurs that is beyond our reasonable control and you no longer wish to receive treatment from us. There will be no cancellation fee if you cancel treatment due to an event beyond our control.

### **Complaints**

Whilst we and your Consultant/healthcare professionals always try to meet your expectations, we appreciate that sometimes the outcome of treatment is not as expected or something has occurred which has left you feeling unhappy.

We have a complaints procedure, details of which can be obtained from the Schoen Clinic facility of which you are under the care or by visiting the Schoen Clinic website viewing the 'Comments, Compliments and Complaints' section of the relevant facility.

This contract is between you and Newbridge Care Systems Limited, part of the Schoen Clinic UK Group.

English law governs this Agreement and we abide by the rules and laws applicable to the English courts.

If any marketing materials conflict or are inconsistent with these terms, these terms will take precedence.

We may change the terms of this Agreement at any time, however, any changes to the terms will only apply to any new care or treatment that you receive and will not apply to any current care or treatment you are receiving when the changes are made.

If you wish to end any care or treatment before it is completed, you may do so and your rights are set out in this Agreement.

No term of this Agreement, including but not limited to any payment obligation you may have to us, shall be waived by Schoen Clinic UK Group or Newbridge Care Systems Limited unless we have expressly waived that right in writing signed by a duly authorised signatory of either company.

### **Variation of fees**

Unless otherwise agreed, we reserve the right to vary our fees and charges without prior notice.

### **Assignment of debts**

Schoen Clinic UK Group reserves the right to assign to a third party any outstanding debts due to Newbridge Care Systems Limited for the purpose of debt recovery.

### **Information and how to contact us**

It is important that you keep us updated of any changes in your contact details.

Newbridge Care Systems Limited is a company registered in England. The company registration number is 06134186 and the registered office is 147 Chester Road, Streetly Sutton Coldfield, B74 3NE.

Schoen Clinic UK Limited is a company registered in England. The company registration number is 10761642 and the registered office is 147 Chester Road, Streetly Sutton Coldfield, B74 3NE.



If you have any questions, comments, compliments or complaints or you wish to contact us for any reason, you can do so by telephoning the team on the telephone number noted in your confirmation correspondence. Alternatively, you can complete an online 'Contact Us' request by visiting the Schoen Clinic UK website.

#### **Definitions**

In this Agreement, the following defined terms apply;

- When we say "we", "us" or "our" in this Agreement, we mean Schoen Clinic UK Group or Newbridge Care Systems Limited.
- "Confirmation Correspondence" means hard copy letters or emails sent to you by the Schoen Clinic facility providing treatment to you.
- "Schoen Clinic UK Group" means Schoen Clinic UK Limited or Newbridge Care Systems Limited.
- "Schoen Clinic UK Group Rack Rates" means the fees payable for any treatment or services by Newbridge Care Systems Limited. Additional fees will incur additional charges as listed in the 'Additional expenses' section.
- "Facility" means any hospital or clinic operated by Schoen Clinic UK Group or Newbridge Care Systems Limited.
- "Treatment" means any treatment provided to you by any Schoen Clinic colleague, Consultant or healthcare professional.
- "You" refers to the patient and includes a parent, caregiver or guardian if they agree to these terms on behalf of a child or young person.