



**Spire** Healthcare

# Patient Terms and Conditions

Version 6.0 with effect from 23 September 2019

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Please read these **Terms** carefully. They set out the basis upon which you will be provided with treatment at a **Hospital**.

Spire may 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 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 a **Treatment Package** which is part-way through when the **Terms** are changed.

Note that words in **bold** have specific meanings, which are set out in the Definitions section of these **Terms**.

Please ensure you read the **Terms** in relation to our charges carefully.

If you want to check how much something costs, please ask. You can always check **Spire Standard Rates** at [www.spirehealthcare.com/standard-rates](http://www.spirehealthcare.com/standard-rates) or by phoning your local **Hospital**. You can also ask for a copy of the **Spire Standard Rates** when you are at any **Hospital**. Please ask us if there is something that you would like explained further before you sign the **Registration Form**.

Please pay particular attention to the sections in these **Terms** about **Consultants**. **Consultants** involved in your **Care** are independent practitioners and are **not employees** of **Spire**. The **Contract** between you and **Spire** for your **Care** is different from, and separate, to the contract that you have with your **Consultant** (which may or may not be written). If you are unsure about how your **Contract** works, please ask.

## Part A – Insured Patients

### This section will apply if you are covered by private medical insurance

1. You agree to pay for your **Care**.
2. Whilst you will remain responsible for the payment of your **Care**, where you have private medical insurance:
  - a. we will, where possible, process the insurance claim for your **Care** with your insurer, provided you have given us and your insurer all the information we and your insurer 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 insurance claim and your insurer pays us direct, the rate agreed between **Spire** and your insurer (rather than the **Spire Standard Rates**) will apply to your **Care**;
  - c. if your insurer fails to settle our invoices (or any part of them within 30 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 cards in accordance with the process set out in paragraph 24 below (as relevant); and
- d. if we invoice you for your **Care** or an element of it you agree to pay us the amount invoiced within the time limits set out therein. If you do not think that we have invoiced you correctly, please let us know as soon as possible so we can deal with any mistake or misunderstanding.
3. It is your responsibility to confirm with your insurer in advance that your **Care** is covered by your insurance policy and Spire will not obtain any such confirmation on your behalf. While you are in **Hospital**, if you want to check with your insurer whether any aspect of your **Care** is covered by your insurance policy, we will give you access to a telephone so you can contact your insurer.
4. 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**. 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** as set out in paragraph 2(c) above.
5. Please note that 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.

6. If you pay for your treatment and subsequently seek reimbursement from your insurer, and if no other rate has been expressly agreed between you and **Spire**, the **Spire Standard Rates** will apply to your **Care**.
7. If no rate has been agreed between **Spire** and your insurer in respect of your **Care**, the **Spire Standard Rates** will apply to your **Care**.

## Part B – Self-Pay: Fixed Price

**This section will apply if you are paying for your own Care and your Treatment Letter states that we have offered you a Fixed Price**

8. You have been sent a **Treatment Letter** that will confirm your **Treatment Package** and **Fixed Price** and how you pay (including whether your **Consultant** will collect his portion of the **Fixed Price** from you directly). Please ensure you read this letter carefully. As set out in Part F (Other Terms and Conditions: All Patients), your **Treatment Letter** is part of your **Contract** with **Spire**.

### What is included in the Fixed Price?

9. Your **Treatment Letter** will confirm

the **Fixed Price** for your **Care** that you are to receive under your **Treatment Package**. Unless your **Treatment Letter** says otherwise, your **Fixed Price** in relation to your **Treatment Package** includes:

- a. all **Consultants' fees** while you are in **Hospital**;
- b. your accommodation in the **Hospital** including your meals for as long as you are required (on the advice of your **Consultant**) to stay;
- c. your nursing **Care**, including while you are in **Hospital** and post-discharge (for example, for the removal of stitches, application/ removal of plaster case and/or changing of dressings);
- d. operating theatre charges;
- e. all tests to determine your fitness for surgery immediately pre-admission;
- f. all tests, treatments, drugs and dressings you may need during your stay in **Hospital**;
- g. your essential medical or surgical equipment;
- h. all prosthesis typically used for the procedure that you are having, selected from a standard range;
- i. X-rays, scans and physiotherapy that you require during your stay in **Hospital**;
- j. all take home drugs that you require on the advice of or as prescribed by your **Consultant** for up to 14 days following discharge

(other than in relation to DVT prophylaxis where, if required, you will receive a full course of treatment);

- k. all clinically necessary follow-up physiotherapy which your **Consultant** prescribes to support your rehabilitation;
- l. any basic home aids, such as wrist braces, crutches, sticks and reachers that you require;
- m. one clinically necessary follow-up appointment with your **Consultant**;
- n. all clinically necessary post-discharge radiology and pathology; and
- o. treatment for any clinical complications, subject to paragraph 16 below.

#### What is not included in the Fixed Price?

10. The following items are not included in your **Fixed Price**. If you have not paid for these already, you will be asked to pay for these separately at the **Spire Standard Rates** (unless otherwise stated in your **Treatment Letter**). The items not included in your **Fixed Price** are:
- a. your initial consultation and any tests carried out at the time of that consultation;
  - b. **Care** not listed in paragraph 9 above or **Care** listed in your **Treatment Letter** as being excluded from your **Treatment Package**;
  - c. chemotherapy drugs or IVF drugs

not listed in your **Treatment Letter** as being included in the **Fixed Price**;

#### d. Sundry Items;

e. **Care** that you receive anywhere other than at the **Hospital** where you have booked your **Treatment Package**;

f. **Care** you receive that is not related to your **Treatment Package**, including treatment of complications and any condition associated with, or arising as a result of, pregnancies resulting from IVF treatment; and

g. Large home aids, such as commodes or stair lifts.

#### What happens if I decide not to go ahead?

11. If you decide not to go ahead with your **Treatment Package**, you will need to pay for the **Care** that you have received up until the point of cancellation. This will be charged at **Spire Standard Rates**, but you will not have to pay more than the **Fixed Price** in relation to items which are included in the **Fixed Price**. We reserve the right to charge a cancellation fee in accordance with paragraph 25 below if you cancel your treatment within 7 days of a scheduled appointment or admission date.
12. If you have already paid for your **Treatment Package**, we will refund your payment, less any amount that you owe to the **Hospital** and/

or the **Consultant** (as relevant, see Paragraph 22 below). Please note that we will pay any refund (by cheque or electronic transfer) only to the cardholder or person who made the original payment. We do not pay cash refunds.

13. Note that if your **Consultant** cancels your **Treatment Package** because they consider it is not in your best interests for medical reasons, and you have already paid for your **Treatment Package**, we will refund your payment. Note that you will not be required to pay for any **Care** included in your **Treatment Package** that you have received up until the point of such cancellation.

### What happens if my stay is shorter than expected?

14. 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**.

### What happens if I suffer complications? (Note time limits applying to cosmetic Treatment Packages)

15. While the **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 with complete certainty. You can find treatment summaries containing information on a range of treatments, including common

complications, on the **Spire** website at [www.spirehealthcare.com/our-treatments](http://www.spirehealthcare.com/our-treatments).

16. Your **Fixed Price** includes the cost of treating, at a **Hospital**, any clinical complications identified by your **Consultant** as arising directly out of the treatment you received 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** (and that for all cosmetic **Treatment Packages**, the date any clinical complication is identified by your **Consultant** must be within 12 months of your original treatment date).

### What happens if I'm unhappy with the outcome of my cosmetic Treatment Package?

17. If your **Consultant** agrees that the aesthetic outcome of your cosmetic treatment was not in line with the expected outcome that was discussed and documented with your **Consultant**, before your treatment, then your **Fixed Fee** will include the cost of one episode of aesthetic revision treatment so long as you notify the **Hospital**, in writing, within 12 months of your original treatment date. If you are unhappy with the outcome of any episode of aesthetic revision treatment then any further treatment will be not be included in your **Fixed Price**.
18. Treatment for clinical complications

and aesthetic revisions includes any consultations, out-patient, day- care and in-patient treatment which your **Consultant** says you need and which the **Hospital** is able to provide. If we are unable to re-admit you to the same **Hospital** we will make the most appropriate alternative arrangements at another **Spire Group Hospital** at no additional cost to you. Where we are unable to treat your clinical complications you agree that appropriate follow-up care may be provided by your GP or the NHS. **Spire** shall not provide replacement prosthesis required for reasons of normal wear and tear or any non-medical, at home, domiciliary or other long-term care that may be required.

### What happens if I decide to stay in Hospital longer?

19. If, with the agreement of the **Hospital**, 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 **Spire Standard Rates**.

## Part C – Self-Pay: Other

### This section will apply if you are paying for your own Care other than as part of a Treatment Package

20. If your **Care** is not paid for by an insurer or other funder (individual, employer or medico-legal company) directly, is not covered by a **Fixed Price Treatment Package** or is to be paid by you in accordance with these **Terms**, you will be charged at **Spire Standard Rates** and your **Treatment Letter** (if relevant and in so far as possible) will confirm this. As noted in paragraph 22 below, unless otherwise indicated, your **Consultant** will invoice you separately for the treatment he or she provides. Note that this includes treatment for clinical or other complications, which, if needed, will also be charged to you at **Spire Standard Rates**.
21. 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. The **Hospital** will always try to provide an accurate estimate and if the cost of your **Care** is likely to exceed this estimate the **Hospital** will try to notify you as soon as possible. You are responsible for the payment of all **Care** you receive at the **Hospital**, including any **Sundry Items**.
22. If you are an out-patient, you will need to pay for your **Care** prior to or on the day you attend the **Hospital**.

If you are admitted to **Hospital**, you will need to pay a deposit (which may be the amount of the estimated costs of our **Care**) 7 days before you are admitted and settle your account on or within 7 days following discharge. You may also be asked to pay for your treatment in stages during your **Care**, if the amount of your deposit is used before you are discharged. Your **Treatment Letter** will set out what deposit is required in relation to your **Care**. If you have not paid before you leave the **Hospital**, you agree that we can debit the outstanding balance from your credit/debit card upon at least 7 days of notice to you, in accordance with paragraph 24 below. If your **Consultants'** fees are not included in your invoice, you will need to settle these directly with your **Consultant**.

## Part D – NHS Patients

**This section will apply to you if you are an NHS Patient and Spire is treating you on behalf of the NHS**

23. If you are an NHS patient, the costs of your **Care** and all **Consultant** fees are paid by the NHS. However, the NHS does not pay for **Sundry Items**. We will ask you for your credit or debit card details when you come into the **Hospital** and you understand that we will keep these details until all **Sundry Items** have

been paid in full. If you have not paid before you leave the **Hospital**, you agree that we can debit the outstanding balance from your card upon 7 days of notice to you, in accordance with paragraph 24 below.

## Part E – Other Terms and Conditions: Private Patients

**This section applies to all Private Patients**

**24. Consultants (your attention is particularly drawn to this paragraph):**

- a. While 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. **Spire** staff, including nurses, will provide your **Care** under your **Consultant's** instructions.
- b. **Consultants** involved in your **Care** are independent practitioners and are not employees of **Spire**. Accordingly, **Spire** 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.
- c. Any **Consultant's** fees relating to your **Care** will be charged to you by your **Consultant**. Such fees will normally be



invoiced and collected by your **Consultant** directly. Alternatively, for **Treatment Packages, Spire** may expressly agree to act as collection agent on behalf of the **Consultant**. This means that if we issue invoices on the **Consultant's** behalf and/or collect then pass on the fees due to the **Consultant**, this is merely for the administrative convenience of all parties. Your **Treatment Letter** will make this clear but if you are unsure please ask your **Hospital**.

**25. Cancellations:** We reserve the right to charge a cancellation fee if you cancel any appointment with **Spire** within 7 days of your scheduled appointment or admission date. A cancellation fee may be based on any **Care** that you have received up to the point of cancellation and/or any other reasonable costs that the **Hospital** has incurred. Your **Treatment Letter** may also set out any specific cancellation fee that applies to your **Treatment Package** or **Care**.

**26. Credit/Debit Card:** You are responsible for settling the cost of your **Care** before you are admitted or shortly after leaving the **Hospital**. We will ask you for your credit or debit card details when you come into the **Hospital** or when you make your appointment. You understand that we will keep these details for up to six months after the last date

of your **Care** or other appointment with your **Consultant**. If you have not paid before you leave the **Hospital**, you agree that we can debit the outstanding balance and any cancellation fees from your card upon at least 7 days of notice to you.

## Part F – Overseas Patients

### This section applies to all Patients who are not ordinarily resident in the UK

27. 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 **Spire** (for example if you require treatment that **Spire** does not agree to provide) or not.
28. By signing a **Registration Form** and agreeing to these **Terms** you confirm that you have leave to enter the UK and that you meet all relevant immigration criteria. You also confirm that you have made adequate arrangements to pay for your **Care**. **Spire** may contact the Home Office or UK Border Agency (as relevant) to the extent necessary to clarify any information regarding your leave to enter or remain in the UK in connection with your **Care**.

## Part G – Other Terms and Conditions: All Patients

### This section applies to all Patients

- 29. Your Contract with Spire:** By signing the **Registration Form** you agree to be bound by these **Terms**. If there is any conflict between these **Terms** and the **Treatment Letter** or **Registration Form**, these **Terms** will take precedence. If there is any inconsistency between the **Contract** and any marketing material, the **Contract** will take precedence. **Spire** may update these **Terms** from time to time however any changes will only apply to any new episode of **Care** or new **Treatment Package** that you receive 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 Package** which is part-way through when the **Terms** are changed.
- 30. Sundry Items:** A list of our prices for **Sundry Items** is available at any time during your **Care** on request from your **Hospital**.
- 31. Spire Standard Rates:** Unless the **Terms** or your **Treatment Letter** (if applicable) provide otherwise, the **Spire Standard Rates** will apply to your **Care**. If you want to check how much something costs, please ask. You can always check **Spire Standard Rates** at [www.spirehealthcare.com/standard-rates](http://www.spirehealthcare.com/standard-rates), by phoning your local **Hospital** or by asking for a copy when you are at any **Hospital**.
- 32. Notices and your contact details:** It is important that you keep us updated of any changes in your contact details.
- 33. Your property: Hospitals** can be busy environments. While we will take all **Care** to ensure the safety of your belongings, **Spire** does not accept any responsibility for the theft or loss of, or damage to, any of your or your visitors' property.
- 34. Children:** Where a person signs a **Registration Form** as a parent or guardian on behalf of a child under the age of 18 who is under their **Care**, they agree that they will be bound by these **Terms**, even if that child breaches, or is not bound by, any part of these **Terms**. In these circumstances, the references in these **Terms** to "you" and "your" shall include, as well as the child, the parent or guardian of such child in so far as such references relate to any obligation to pay for any **Care** provided by **Spire** to that child.
- 35. Changes in Applicable Law:** You acknowledge and accept that **Applicable Law** may change and prevent **Spire** from providing certain **Care**. If **Spire** becomes aware that such a change has occurred and the change has an effect on your **Care**, **Spire** will contact you to inform you of this and its consequences.
- 36. Assignment: Spire** may transfer and assign your **Contract** to any person who acquires all or substantially all of the assets of **Spire** or to any other member of the **Spire Group**.

**37. Third Party Rights:** Except for you or **Spire**, no person will have any rights under or in connection with these **Terms**.

**38. Law and the Courts:** 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.

**39. 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 (including **Sundry Items**) and goods provided by us; **“Consultants”** means all consultants, surgeons, anaesthetists and self-employed GPs involved in your **Care**; **“Contract”** means these **Terms**, along with the **Registration Form** and, if applicable, your **Treatment Letter**; **“Fixed Price”** means how much you will pay for your **Treatment Package**, as set out in your **Treatment Letter**; **“Hospital”** means a Spire Hospital, clinic or facility; **“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;

**“Spire”, “we” or “us”** means (a) Spire Healthcare Limited where the Hospital in which you receive your Care is operated by Spire Healthcare Limited; or (b) Montefiore House Limited where the Hospital in which you receive your Care is operated by Montefiore House Limited; or (c) Didsbury MSK Limited where you receive your care at The OrthTeam Centre, operated by Didsbury MSK Limited trading as the OrthTeam Centre;

**“Spire Group”** means **Spire Healthcare Limited**, and any subsidiary of Spire Healthcare Group plc; **“Spire Standard Rates”** means the **Spire** standard rates for **Care** which can be found at [www.spirehealthcare.com/standard-rates](http://www.spirehealthcare.com/standard-rates);

**“Sundry Items”** means personal items incidental to your **Care**, including meals for your visitors, newspapers and phone calls; **“Terms”** means these terms and conditions; **“Treatment Letter”** means the letter that we send to you (if applicable) regarding your **Treatment Package** or **Care**; and **“Treatment Package”** means the treatment or procedures that will be carried out at the **Hospital** as set out in your **Treatment Letter** and for which you have agreed to pay a **Fixed Price**.



# Spire Healthcare

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