

## 1 ABOUT US AND YOUR CONTRACT

**1.1** We are Horder Healthcare and we operate The Horder Centre. Details of how to contact us are in our quote letter. Please keep us updated of any changes to your contact information.

**1.2** These terms apply to our services and our contract with you. They work alongside our letter in which we set out details of your procedure, any tests and services we will provide, our charges, and what is not included in those charges. If there is any conflict between these terms and our letter, the letter takes priority. Once you have accepted our letter (by signing it, making payment, completing relevant forms, or otherwise indicating your acceptance) you will have a contract with us for those services.

**1.3** Please make sure you read these terms, and in particular section five which deals with how care is provided by consultants at our hospital. Consultants are independent service providers and are not employed by us. You will have a separate contract with them for the specific services they provide to you which may incorporate additional terms that deal with your care. If you are unsure about anything in these terms, or your relationship with us, please let us know.

## 2 SCHEDULING AND CANCELLING YOUR PROCEDURE

**2.1** We will make every effort to arrange your care as set out in our letter. However we may need to cancel or change the date of your admission or appointments or certain aspects of our services due to circumstances outside of our reasonable control, or for operational or technical reasons, or because your consultant does not think it is in your best interests to proceed. We will always try to give you as much notice as possible, and work with you to arrange alternative dates where possible.

**2.2** If we cannot arrange the relevant service (or our consultant considers it is not in your best interests to proceed), we will refund you in full for that service. If we cannot arrange a service for you or have to delay it due to circumstances beyond our reasonable control or on the advice of your consultant, then we will not have any other responsibility or liability for not arranging your care or any delay in providing it. In any event, we will not be responsible for any other losses which we could not have reasonably foreseen that you might suffer because of any cancellation or changed dates.

**2.3** You will still have to pay in full for the relevant services if you fail to attend an appointment, cancel it less than 24 hours before it is due to start, or if you do not comply with any pre-admission requirements (as set out in our letter or otherwise notified to you) and so we are unable to carry out our services.

**2.4** You will otherwise have to pay 50% of the charges for the relevant services if you cancel your appointment less than 7 days before it is due to start.

**2.5** If you cancel an appointment at least 7 days before it is due to start, you will only have to pay for any services already provided until that point (including pre-assessment investigations and tests).

**2.6** If you have to cancel for medical reasons, please let us know when cancelling. We can refund or waive charges for cancellations due to serious medical issues or medical reasons outside of your control which would prevent us from carrying out our services. We may require you to provide additional information and evidence.

**2.7** If you need to cancel an appointment please let us know by phone. If you send an email or letter the cancellation will not take effect until we have received this. Emails sent outside of working hours (9am to 5pm on a working day) will not be treated as received until the next working day (weekdays and Saturdays which are not English public holidays).

## 3 INSURANCE

**3.1** If you want your care to be paid for by your insurer, you must confirm with your insurer before booking any services that they will cover the charges. We cannot confirm with your insurers that they will cover any charges.

**3.2** You are responsible for updating us regarding your insurance status, authorisations and details, and updating your insurer regarding your care and any other information they require, as well as making sure any information you provide is accurate and complete.

**3.3** If your care (or any part of it) is not paid for by your insurer you will have to pay for it at our standard rates.

## 4 CHARGES

**4.1** The charges for your care and payment schedule will be set out in our letter. Any services or items not set out in our letter as being included in the charges will be charged at our standard rates. We may need to increase the charges for your services before your admission, but this will not affect any quotes we have provided you with already.

**4.2** If your stay with us is shorter than anticipated, your charges will not be reduced to account for this.

**4.3** If you are late in paying any of our charges then we may refuse to provide any further services until you have paid all sums due.

**4.4** Your consultant and their staff do not have our authority to provide quotes for our hospital charges, only for their own fees. Any pricing information they provide about hospital charges is subject to written confirmation by us.

## 5 YOUR PROCEDURE AND CONSULTANTS

**5.1** While we will do our best to ensure a satisfactory outcome, you acknowledge that no clinical procedure or treatment is entirely risk-free and the results cannot be guaranteed with complete certainty. It is your responsibility to fully follow your consultant's advice to reduce the risk of complications.

**5.2** You agree that the decision about when you are fit for discharge ultimately rests with your consultant. If your stay or recovery extends beyond our initial estimate then (other than where this is due to our breach of these terms or our negligence) we will not have any responsibility for losses you might incur (such as lost earnings or cancelled plans).

**5.3** We provide the space, facilities and administration for consultants to provide their services to you at our hospital, and arrange and collect payment for our and their services. There may be times where a consultant will collect payment from you directly, however either we or the consultant will let you know when this is the case. You are free to select your own consultant at our hospital and receive care from them independently. Your contract with us covers your stay at our hospital, and our services in arranging your procedure.

**5.4** You will have a direct relationship with your consultant for (and they may set out additional terms and conditions for) the services (including advice and procedures) which they provide. Although our contract with you references those services, it only applies to what they include, how we arrange them and collect payment for them. Any reference to services provided by our consultants as being "our services" is for ease of reference only. Your consultant will be directly responsible to you for their services.

**5.5** We do not have any duty, liability or responsibility for the services your consultant provides, or their acts or omissions. The consultant is responsible for the services/care they give you. We will only be responsible for our own acts or omissions, or those of our staff (which will not include your consultant).

## 6 POST PROCEDURE CARE

**6.1** If you are paying for your own treatment (not through any insurance) your charges include the cost of treating any clinical complications identified by your consultant as arising directly out of their services, with the exception of any post-operation physiotherapy requirements as may be prescribed by your consultant, provided that:

- 6.1.1** you have followed the advice of your consultant and any other medical professionals involved in your care (including regarding discharge from our facility);
- 6.1.2** you identify the complications to your consultant within 120 days of the relevant treatment; and
- 6.1.3** the final decision about whether you are eligible for this further care rests with your consultant.

**6.2** If you are not eligible for the further care outlined above, any care you require or ask for (including any stay beyond when your consultant decides you can be discharged) will be charged at standard rates.

## 7 PERSONAL DATA

**7.1** In order to provide your care we may need to share your personal data with third parties (such as your consultants or insurers if applicable). For more details about how your personal information is used please see our privacy notice at <https://www.horderhealthcare.co.uk/privacy-notice/> or request a copy from us directly.

## 8 OTHER IMPORTANT TERMS

**8.1** Hospitals can be busy environments and you must take care to protect your belongings. We will not be responsible for any theft, loss or damage relating to your or your visitors' property.

**8.2** The contract is between you and us and no other person shall have any rights to enforce any of its terms.

**8.3** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**8.4** 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 these terms, 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.

**8.5** These terms are governed by English law and you can bring legal proceedings in respect of these terms in the English courts.