



New Victoria Hospital Patient Terms & Conditions

Important information regarding your Care at New Victoria Hospital

Please read these terms and conditions (the “Terms”) carefully. They set out the terms upon which you will be provided with treatment at New Victoria Hospital.

We may update these Terms from time to time, however any such changes will only apply to new episodes of Care or a new Treatment Package that you receive and you will be asked to agree to any new terms before they become effective for you. Any new Terms will not apply to an episode of Care or Treatment Package which is part-way through when these Terms are changed.

Unless otherwise stated, capitalised terms shall have the meanings set out in the definitions section at paragraph 53 of these Terms.

Please ensure you read these Terms carefully and in particular the sections in these Terms relating to the charges payable by you for your Care or Treatment Package and the cancellation fees that may be applicable if you cancel your Care or Treatment Package. If you wish to check how much something costs, please ask. The New Victoria Hospital Standard Rates can be made available on request by contacting patientbilling@newvictoria.co.uk.

Please also pay particular attention to the sections in these Terms relating to Consultants. Consultants involved in your Care are independent practitioners and are not employees of New Victoria Hospital and accordingly (unless otherwise provided in these Terms) will charge you separately for their fees. The Contract between you and New Victoria Hospital for your Care is different from, and separate to, the contract that you will have with your Consultant (which may or may not be in written form). If you are not sure about how your Contract works, please ask.

Please ask us if there is something that you would like explained further before you sign the Registration Form.

Part A – Insured Patients

This section will apply if you are covered by medical insurance.

1. You agree to pay for your Care.
2. Whilst you will remain principally liable for the payment of your Care pursuant to paragraph 1 above, 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 paragraph 2c below. Accordingly, we will invoice you directly for your Care.
 - b. Where we process your insurance claim and your insurer pays us direct, the rate agreed between New Victoria Hospital and your insurer will apply to your Care rather than the New Victoria Hospital Standard Rates. You will remain liable for any balance of your account not paid by your insurer.
 - c. Where we are not able to process your claim as set out in paragraph 2a above or your insurer fails to settle our invoices (or any part of them) within thirty (30) days of the date of issue we will assume that the outstanding amount will not be paid by your insurer and we will invoice you directly. A receipt will be provided on request.
3. It is your responsibility to confirm with your insurer in advance that your Care is covered by your insurance policy and/or you have adequate cover. New Victoria Hospital 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. If your Care (or any part of your Care) is not covered by your insurance policy, you will be required to pay for that part of your Care and we will invoice you directly.
4. You acknowledge 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. You acknowledge and agree, in these circumstances, you will be required to pay for that part of your Care. In particular, you

acknowledge 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.

5. You acknowledge 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 cover only parts of such costs. You agree, in such circumstances, you will be required to pay for any such items not reimbursed by your insurer.
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 New Victoria Hospital, the New Victoria Hospital Standard Rates will apply to your Care.
7. If no rate has been agreed between New Victoria Hospital and your insurer in respect of your Care, the New Victoria Hospital Standard Rates will apply to your Care.
8. Where we invoice you for your Care, or an element of it, you agree to pay us the amount invoiced within [seven (7) days of the date of issue] without deduction or set-off. A receipt will be provided on request. If you think we have not invoiced you correctly, please let us know as soon as possible so that we can deal with any mistake or misunderstanding.

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 for an Admitted Procedure (For Self Pay Outpatient appointments and treatments procedures see Part C)

9. You will be sent a Treatment Letter confirming what treatment or procedures will be carried out at the Hospital (“**Treatment Package**”), how much you will pay for that Treatment Package (“**Fixed Price**”) and how you pay. Please ensure you read your Treatment Letter carefully. As set out in Part E (Other Terms and Conditions: All Patients), your Treatment Letter is part of your Contract with New Victoria Hospital.
10. New Victoria Hospital requires you to pay for your Treatment Package in full at least five (5) Working Days prior to your scheduled appointment or date of admission. If, after your booking is made with us, there are less than five (5) Working Days left before your scheduled appointment or date of admission, then you are required to pay for your Treatment Package within 24 hours of your scheduled appointment or date of admission.

11. You can pay by credit* or debit card or cheque. We require you to allow ten (10) Working Days for personal cheque clearance before you receive treatment at the Hospital. (*excluding Amex)
12. You will not be admitted to Hospital until we have received payment in full in advance.
13. The quotation offered is only valid once confirmed by New Victoria Hospital in writing.
14. The Fixed Price Quotation is valid for 60 days* from the date of issue and will be sent following a satisfactory Consultant assessment. (*90 days for plastic surgery).
15. New Victoria Hospital and your Consultant must be satisfied that you do not have any pre-existing medical conditions, or other factors, that are likely to give rise to complications (or the need for additional treatment) during your stay. Before confirming your admission we will use our clinical pre-assessment service to assess your suitability for treatment. New Victoria Hospital reserves the right not to provide treatment if it is not clinically appropriate to do so. The Hospital also reserves the right to adjust the Fixed Price quotation sent to you should this be the case.

What is included in the Fixed Price?

16. Our Treatment Letter will confirm the Fixed Price for the Care that you are to receive under your Treatment Package. Unless your Treatment Letter states otherwise, the Fixed Price in relation to your Treatment Package includes:

Prior to your admission

- a. a clinical pre-assessment which includes all screening tests carried out at New Victoria Hospital to assess your suitability for treatment at the Hospital (excluding 17a);

During your stay in Hospital

- b. All Hospital Fees which include
 - (i) your accommodation in New Victoria Hospital including your meals and non-alcoholic beverages as long as you are required (on the advice of your Consultant) to stay. The Hospital will make no additional charge if, due to a recognised complication of your surgery, you need to stay for longer than originally expected;
 - (ii) your nursing care;

- (iii) all physiotherapy and imaging (x-rays and CT scan and MRI)
 - (iv) operating theatre charges;
 - (v) all drugs and medical consumables used during your stay at the Hospital;
 - (vi) all pathology tests;
 - (vii) a standard range of prostheses typically used for the procedure you are having (unless otherwise stated as specifically excluded). The suitability will be discussed with you by your Consultant;
- c. All Consultants' fees for the duration of your stay in Hospital;

Aftercare package following discharge

- d. all take home medication you require on the advice or as prescribed by your Consultant, for a period of up to 7 days.
- e. the provision of any standard mobility aids that you may require such as walking sticks and crutches;
- f. post-discharge outpatient care (relating to your procedure) will be available to you at New Victoria Hospital for up to sixty (60) days post-surgery and includes, where applicable:
 - (i) post-operative physiotherapy as deemed clinically necessary*. The number of treatment sessions/time frame offered will depend on the surgical procedure; (* Pain management procedures excluded).
 - (ii) removal of sutures, stitches, dressings; and
 - (iii) one post-operative scan
- g. treatment for any clinical complications, or an unsatisfactory aesthetic outcome following cosmetic surgery and subject to paragraphs 26, 27, 28 and 29 (below).

What is not included in the Fixed Price?

17. The following items are not included in the Fixed Price. If you have not paid for these already, you will be asked to pay for these separately at New Victoria Hospital Standard Rates (if applicable). The items not included in the Fixed Price are:
- a. any initial outpatient diagnostic services and tests at New Victoria Hospital which are carried out prior to the clinical pre-assessment;
 - b. fees for all outpatient consultations before and after surgery which will be invoiced to you directly by your Consultant unless otherwise specified. These prices are not set by New Victoria Hospital, but by your Consultant;
 - c. all Sundry Items;
 - d. large home aids such as commodes, wheelchairs or stair lifts;

- e. boots and knee braces where required following lower limb surgery;
- f. post-discharge specialist nursing (e.g. dietician advice; stoma care) and care that may be required (whether provided at home or otherwise), not included in the Aftercare package;
- g. any post-discharge, outpatient treatment or care carried out at another hospital that is not part of New Victoria Hospital;
- h. any bespoke prostheses and similar devices outside of the standard range offered by New Victoria Hospital;
- i. any replacement prostheses where required due to normal wear and tear;
- j. accommodation for an adult accompanying a dependant;
- k. ambulances and other transport to and from the Hospital;
- l. treatment of other conditions identified at the clinical pre-assessment and which require a separate pathway of care;
- m. your accommodation if you choose to remain an inpatient at the Hospital after your Consultant has advised there is no clinical reason for you to stay. In this instance the Hospital will make an additional charge (at the New Victoria Hospital Standard Rates) for each night that you remain in Hospital;
- n. any revision procedure which is not clinically required (clinically required means where further intervention and/or monitoring of your condition is deemed necessary as a direct result of the original surgical intervention); and
- o. anything else not covered in paragraph 16 above or anything listed in your Treatment Letter as being excluded from your Treatment Package.
- p. Any unplanned surgical procedure undertaken during surgery that was not part of your Fixed Price package, but which your Consultant deemed necessary to perform.

To avoid doubt, you will be required to pay for any items, services or care not included in the Fixed Price separately and at the New Victoria Hospital Standard Rates.

What happens if you decide not to go ahead with your treatment?

(Your attention is particularly drawn to the following paragraphs).

18. If you decide not to go ahead with your Treatment Package you will be required to pay for any clinical pre-assessment services or other Care that you have received up to the point of cancellation. This will be charged at the New Victoria Hospital Standard Rates and you will not have to pay more than the Fixed Price in relation to the items that are included in the Fixed Price. **We reserve the right to charge a cancellation fee in accordance with**

paragraphs 37, 38 and 39 below as compensation if you cancel within seven (7) days of your scheduled appointment or admission date.

19. Subject to paragraph 20 below, if you have already paid for your Treatment Package we will refund your payment and deduct any amount you owe to the Hospital and/or the Consultant (as relevant, see paragraph 36 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.
20. No refund will be given if you decide not to proceed with your treatment after you have been admitted to Hospital or if you decide to discharge yourself at any time against the advice of your Consultant or the nursing staff at the Hospital.

What if the Hospital or Consultant cancels my treatment?

21. New Victoria Hospital reserves the right to cancel or postpone your admission if full payment is not made at least five (5) Working Days prior to your scheduled appointment or admission date or, in the case where your booking is made less than five (5) Working days before your scheduled appointment or admission date, payment is not made within 24 hours of your booking. In addition, the Hospital reserves the right to charge a cancellation fee in line with clause 18 if no payment is received prior to admission.
22. New Victoria Hospital reserves the right to cancel or postpone your admission if your Consultant cancels your Treatment Package because they consider it is not in your best interest for medical reasons. If you have already paid for your Treatment Package, New Victoria Hospital will refund your payment in full. For the avoidance of doubt, in these circumstances, you will not be required to pay for any element of the Care included in your Treatment Package, including any Care you have received up until the point of such cancellation.
23. New Victoria Hospital reserves the right to cancel your Fixed Price Treatment Package at any time [and to charge a cancellation fee in accordance with paragraphs 36, 37, 38 and 39 (below)] in the event of your failure to disclose any pre-existing medical conditions known to you. If payment has already been made by you, we will refund the payment less any amount that you owe the Hospital and if applicable to the Consultant. In such circumstances, the cost of the care received by you up to the point of cancellation will be charged for at the New Victoria Hospital Standard Rates.

What happens if my stay is shorter than expected?

24. 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 decide to stay in Hospital longer?

25. 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 or treatment that is not covered by your Treatment Package, you will be charged at the New Victoria Hospital Standard Rates.

New Victoria Hospital's Aftercare: What happens if I suffer complications?

26. While the Hospital and your Consultant 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. Your Consultant is responsible for providing you with information regarding your treatment, including common complications.

27. **All Treatment Packages:** The aftercare covered in your Fixed Price includes the cost of treating, at the 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:

- a. you have followed the advice of your Consultant and any other medical professionals involved in your Care; and
- b. the date any clinical complication is identified by your Consultant is within six (6) months of your original treatment date.

28. **Cosmetic Treatment Packages:** If your Consultant agrees that the aesthetic outcome of your cosmetic treatment was not in line with the expected outcome that was clearly discussed and documented with your Consultant, before your treatment [(at the time of your consent)] the aftercare covered in your Fixed Price includes the cost of one episode of aesthetic revision, with the same Consultant, so long as you notify the Hospital within 12 months of your original treatment date.

29. Treatment for clinical complications and aesthetic revisions include any consultations, out-patient, day-care and in-patient treatment which your Consultant says you need and which

the Hospital is able to provide. 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.

Part C – Self Pay: Outpatients

This section will apply if you are paying for your own Outpatient Care which is not part of a Treatment Package.

30. If you are attending the Hospital for outpatient treatment or tests (e.g. blood tests, x-rays and scans) or other care, and your Care is not paid for by an insurer directly or is not covered by a Fixed Price Treatment Package you will pay for your Care at the New Victoria Hospital Standard Rates.
31. This includes treatment for clinical or other complications, which, if needed will be charged to you at the New Victoria Hospital Standard Rates.
32. The Hospital will, where possible, provide a price list for common tests in advance of your appointment. Due to the extensive number of treatments and tests available however, there may be situations where this isn't possible. In these situations we will endeavour to inform you of any charges before you proceed.
 - a. Where the Hospital is provided with advance notification of any tests required the Hospital will be able to advise you the Standard Rates for these.
 - b. Where the Hospital is not provided with advance notification of any tests you may require, such as when proposed by your Consultant during a private consultation, we would always recommend that patients request a copy of the Standard Rates before they provide approval for their Consultant to proceed.
33. As noted in paragraph 356 below, unless otherwise indicated, if your Outpatient Care involves an appointment with a Consultant at the Hospital, the Consultant will invoice you separately for their consultation fee.

Part C – NHS Patients

This section will apply to you if you are an NHS Patient and New Victoria Hospital is treating you on behalf of the NHS.

34. 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. Accordingly you will be liable for the payment of those costs that are not covered. Any such Sundry Item charges that are payable by you will be expressly communicated to you in advance and you will be invoiced accordingly, or in the case of meals and beverages these will be charged at the time of purchase.

Part D – Other Terms and Conditions: Private Patients

This section applies to all Private Patients [regardless of whether you are paying for your own Care as part of a Treatment Package or otherwise].

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

- a. In these Terms, all physicians, surgeons and anaesthetists involved in your Care (including those doing so on behalf of a company, partnership or other organisation) will be referred to as “**Consultants**”.
- b. While at the Hospital, you will be under the care of the Consultant you have been referred to (usually a physician or surgeon), who may also involve other Consultants in your Care if appropriate. New Victoria Hospital staff, including nurses, will provide your Care under your Consultant’s instructions.
- c. Consultants involved in your Care are self-employed independent practitioners and are not employees of New Victoria Hospital. Accordingly, all Consultants remain liable for their acts and omissions and New Victoria Hospital will not be liable for any act or omission of a Consultant (or the company, partnership or other organisation that employs or engages the Consultants). The Consultants will be responsible for the Care he/she gives to you. Accordingly any liability to you in respect of any acts and/or omissions of the Consultants will be a liability payable by the Consultant in question and you agree not to pursue or join in any action or claim, against the Hospital in respect of any such liability.
- d. Any Consultants’ fee relating to your Care will be charged to you separately by your Consultant. Such fees will normally be invoiced and collected by your Consultant directly. Alternatively, in respect of Treatment Packages where a Fixed Price has been offered, New Victoria Hospital may expressly agree to collect the Consultant’s charges as agent on behalf of the Consultant. This means that if we issue invoices on behalf of the Consultant and/or collect then pass the fees due to the Consultant, this is merely for the administrative convenience of all parties. This will be made clear in the Treatment Letter but if you are unsure please ask the Hospital. For the avoidance of doubt, even if we collect or issue invoices on behalf of the Consultants, we do not accept liability to you in respect of any acts and/or omissions of the Consultants. The Consultants will be liable for their own acts and/or omissions at all times.

36. Cancellations (your attention is particularly drawn to this paragraph): We reserve the right to charge a cancellation fee if you cancel any appointment with New Victoria Hospital within seven (7) days of your scheduled appointment or admission date or if the Hospital has to cancel your treatment in accordance with clause 21. Such cancellation fee will be based on the Care that you have received up to the point of cancellation (at the New Victoria

Hospital Standard Rates) and/or a percentage of the Fixed Price or Total Fees (as applicable) calculated as set out in paragraph 38 below, depending on the date on which you cancel, as compensation for the net costs New Victoria Hospital will incur as a result of you cancelling your treatment. Your Treatment Letter may also set out any specific cancellation fees that may apply to your Treatment Package or Care.

37. The percentages referred to in paragraph 367 are as follows:

(a) fifty percent (50%) of the Fixed Price or Total Fees (as applicable) payable by you for your treatment if you cancel between seven (7) days and 24 hours before your scheduled appointment or admission date, or

(b) 100 percent (100%) of the Fixed Price or Total Fees (as applicable) payable by you for your treatment if you cancel within 24 hours of your scheduled appointment or admission date or do not attend the Hospital at the correct time.

38. For any cancellation seven (7) days or fewer before your scheduled appointment or admission date, where any item/s specific to your treatment has been ordered and cannot be returned, we will be entitled to charge you for such item/s unless your treatment is rescheduled within the 60 day period during which your Treatment Letter remains valid.

39. **Settling Your Account.** You are responsible for settling the cost of your Care before you are admitted to, or on discharge from the Hospital.

Part E– Other Terms and Conditions: All Patients

This section applies to all Patients.

40. **International Patients:** If you are not ordinarily resident in the United Kingdom you will be liable to pay charges if you require NHS treatment whilst in the United Kingdom, whether related to your Care at New Victoria Hospital (for example if you require treatment that New Victoria Hospital does not agree to provide) or not.

41. By signing the Registration Form and agreeing to these Terms you confirm that you have the necessary documentation to enter the United Kingdom and that you meet all relevant immigration criteria. You also confirm that you have made adequate arrangements to pay for your Care. We may contact the Home Office or the UK Border Agency (as relevant) to the extent necessary to clarify any information regarding your leave to enter or remain in the United Kingdom in connection with your Care.

42. **Your Contract with New Victoria Hospital:** These Terms, along with the Registration Form and, the Treatment Letter form your contract with New Victoria Hospital for your treatment at the Hospital (“**Contract**”) and by signing the Registration Form you agree to be bound by these Terms. If there is any conflict between these Terms, the Registration Form and the Treatment Letter, these Terms will take precedence. If there is any conflict between the Contract and any marketing material, the Contract will take precedence. New Victoria Hospital may amend these Terms from time to time [however, any changes will only apply to any new episodes of Care or a new Treatment Package that you receive and you will be asked to agree to the new Terms before they become effective for you. Accordingly, any new terms will not apply to any Treatment Package or Care which is part way through when the Terms are changed.
43. **Sundry Items:** A list of our prices for Sundry Items are available at any time during your Care on request from the Hospital.
44. **New Victoria Hospital Standard Rates:** Unless the terms of your Treatment Letter (if applicable) provide otherwise, New Victoria Hospital Standard Rates will apply to your Care. The New Victoria Hospital Standard Rates are available on request.
45. **Notices and your contact details:** You must keep us updated of any changes in your contact details, as New Victoria Hospital will correspond with you at our last known contact details. We will regard notices as served on you on the third (3rd) Working Day after we post a letter to you, or on completion of a fax transmission or email.
46. **Your property:** Hospitals can be busy environments. While we will take all care to ensure the safety of your belongings, New Victoria Hospital does not accept any liability for the theft or loss of, or damage to, any of your property, personal items or valuables or that of your visitors’.
47. **Minors and Dependents:** Where a person signs a Registration Form as:
- (a) a parent or guardian on behalf of a patient under the age of 18 years old or who is under their care; or
 - (b) as a guardian or representative on behalf of a patient who is legally unable to consent,
- they agree that they will be bound by these Terms, even if that patient breaches, or is not bound by, any part of these Terms. In these circumstances, the references in these Terms to “You” or “your” shall include, as well as the patient, the parent or guardian or representative (as applicable) of such patient in so far as such references relate to any obligation to pay for any Care provided by New Victoria Hospital to that patient.

48. **Severability:** In the event that any (or any part) of these Terms is declared invalid, unlawful or unenforceable by the courts of any jurisdiction to which it is subject, such Terms (or parts of such Terms) shall be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the remaining Terms (and parts of Terms) of this Contract which shall continue to be valid and enforceable to the fullest extent permitted by law.
49. **Changes in Applicable Law:** You acknowledge and accept that Applicable Law may change and thereby prevent New Victoria Hospital from providing certain Care. If such a change occurs and the change has an effect on your Care, then New Victoria Hospital shall contact you to inform you of the change and the consequences of the change.
50. **Assignment:** Subject to any restrictions or requirements imposed by Applicable Law, New Victoria Hospital may transfer and assign this Contract to any person who acquires all or substantially all of the assets of New Victoria Hospital.
51. **Third Party Rights:** A person who is not a party to this Contract shall not have any rights under or in connection with it.
52. **English Law:** These Terms are governed by and shall be construed in accordance with English Law and the courts of England and Wales shall have exclusive jurisdiction.
53. **Definitions:**
- a. **“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 without limitation the requirements as regards treatment, procurement, research and storage of reproductive material.
 - b. **“Care”** means care treatment, diagnosis, services (including Sundry Items) and goods provided by us.
 - c. **“Consultants”** has the meaning given to it in paragraph 35.
 - d. **“Contract”** has the meaning given to it in paragraph 8.
 - e. **“Fixed Price”** has the meaning given to it in paragraph 9.
 - f. **“NHS”** means the National Health Service.
 - g. **“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.
 - h. **“New Victoria Hospital”, “Hospital”, “we” or “us”** means New Victoria Hospital of 184 Coombe Lane West, Kingston Upon Thames, Surrey, where you receive your Care.

- i. **“New Victoria Hospital Standard Rates”** means New Victoria Hospital’s standard rates for Care which are available on request.
- j. **“Registration Form”** means the registration form provided by the Hospital to you, enclosed with the Treatment Letter. Your signature indicates your acceptance of these Terms.
- k. **“Sundry Items”** means personal items incidental to your Care, including (for example) meals and beverages for your guests, telephone calls and newspapers. A list of Sundry Items and prices can be made available on request.
- l. **“Terms”** means these terms and conditions.
- m. **“Total Fees”** means the total fees payable by you for your own Care other than as part of a Treatment Package.
- n. **“Treatment Letter”** means the letter that we send to you detailing the Care and treatment to be provided to you: (a) for a Fixed Price where you are paying for your own Care as part a Treatment Package; or (b) at estimated costs where you are paying for your own Care other than as part of a Treatment Package.
- o. **“Treatment Package”** has the meaning given to it paragraph 9.
- p. **“Working Day”** means every week day apart from Saturday, Sunday or a statutory or bank holiday in England (when Banks are open for business).

24th March 2022