

## **New Victoria Hospital**

### **Community Champion Initiative 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.

### **Part A - Admitted Patient Treatment Packages**

This section will apply if you are applying for an Admitted Procedure.

1. 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.
2. You will be sent a “Treatment Letter” confirming what treatment or procedures will be carried out at the Hospital (“Treatment Package”). Please ensure you read your Treatment Letter carefully. As set out in Part C (Other Terms and Conditions: All Patients), your Treatment Letter is part of your Contract with New Victoria Hospital.

### **What is included?**

3. ***Prior to your admission***
  - a. All pre-operative outpatient diagnostic services, procedures and tests at New Victoria Hospital which are carried out after your application for a Community Champion Initiative patient has been approved;
  - b. All outpatient consultation appointments prior to surgery with Consultants who are part of the Community Champion Initiative.
  - c. A pre-operative clinical pre-assessment which includes all screening tests carried out at New Victoria Hospital to assess your suitability for treatment at the Hospital;

#### **4. During your stay in Hospital**

- a. 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;
  - (ii) Your nursing care;
  - (iii) All physiotherapy and imaging (e.g X-rays; CT scans; MRIs);
  - (iv) Operating theatre charges;
  - (v) All drugs and medical consumables used during your stay at the Hospital;
  - (vi) All pathology tests;
  - (vii) Any prostheses (where applicable) typically used for the procedure you are having.
- b. All Consultants' fees for the duration of your stay in Hospital;
- c. Any unplanned surgical procedure undertaken during surgery that was not part of your Community Initiative Treatment Package, but which your Consultant deemed necessary to perform.

#### **5. Aftercare following discharge**

- a. All take home medication you require on the advice or as prescribed by your Consultant, for a period of up to 7 days;
- b. The provision of any standard mobility aids that you may require such as walking sticks, crutches, boots and knee braces;
- c. Post-operative outpatient consultation appointment(s), as required and advised by your Consultant;
- d. 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;
  - (ii) removal of sutures, stitches, dressings;
  - (iii) post-operative scans;
- e. Treatment for any clinical complications subject to paragraphs 10 and 11 (below).

#### **What is not included?**

6. The following items are not included in your Treatment Package:
  - a. Large home aids such as commodes, wheelchairs or stair lifts;
  - b. 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;
  - c. Any post-discharge, outpatient treatment or care carried out at another hospital that is not part of New Victoria Hospital;
  - d. Any replacement prostheses where required due to normal wear and tear;
  - e. Accommodation for an adult accompanying a dependant;
  - f. Ambulances and other transport to and from the Hospital;

- g. Treatment of other conditions identified at the clinical pre-assessment and which require a separate pathway of care;
- h. 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 for each night that you remain in Hospital; Price available on request;
- i. 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
- j. Anything else not covered in paragraphs 3,4 and 5 above or anything listed in your Treatment Letter as being excluded from your Treatment Package.
- k. Any procedures, tests or treatments carried out prior to the approval of your application for a Community Initiative Treatment Package;

**For the avoidance of doubt, any items, services or care not included in paragraphs 3,4 and 5 will not be covered within the Community Initiative Admitted Package.**

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

- 7. If you decide not to go ahead with your Community Initiative Treatment Package we would request that you notify the Hospital as soon as possible.

**What if the Hospital or Consultant cancels my treatment?**

- 8. New Victoria Hospital reserves the right to cancel or postpone your admission if your Consultant cancels your Community Initiative Treatment Package because they consider it is not in your best interest for medical reasons.
- 9. New Victoria Hospital reserves the right to cancel your Community Champion Initiative Treatment at any time in the event of your failure to disclose any pre-existing medical conditions known to you. In such circumstances, the cost of the care received by you up to the point of cancellation will be covered by the Hospital.

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

- 10. 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.
- 11. The aftercare covered in your Treatment includes treating, at New Victoria Hospital, any clinical complications identified by your Consultant as arising directly out of the treatment you received as part of your Community Initiative 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 identified by your Consultant is within six (6) months of your original treatment date.

## **Part B - Outpatient Procedures**

This section will apply for any Outpatient Care:.

### **What Is Included?**

In line with your application for your approved Community Initiative Outpatient Treatment the following items will be included:

12. Hospital Service Fees for all outpatient treatment and tests (e.g. blood tests, x-rays and scans);
13. All Outpatient appointments and procedures with a Consultant at the Hospital, who has agreed to be part of the Community Initiative.

## **Part C – Other Terms and Conditions: All Patients**

14. 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.

15. International Patients: The Community Champion Initiative is only open to UK residents. If you are not a resident in the United Kingdom you will not be eligible to apply.

16. By signing the Registration Form and agreeing to these Terms you confirm that you are a resident in the United Kingdom and that you meet all relevant residency requirements. We may contact the Home Office or the UK Border Agency (as relevant) to the extent necessary

to clarify any information regarding your residential status in the United Kingdom in connection with your Care.

17. 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.

18. 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.

19. 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’.

20. 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.

21. 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.

22. 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.

23. 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.

24. Third Party Rights: A person who is not a party to this Contract shall not have any rights under or in connection with it.

25. 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.

## 26. Definitions:

When the following words with capital letters are used in these Terms, this is what they mean:

**a. "Community Initiative"** means specified free medical care at New Victoria Hospital (only), to patients resident in the UK, being offered as part of a £125,000 fund to celebrate the Hospital's 125<sup>th</sup> anniversary.

**b. "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.

**c. "Care"** means care treatment, diagnosis, services (including Sundry Items) and goods provided by us.

**d. "Consultants"** has the meaning given to it in paragraph 14.

**e. "Contract"** has the meaning given to it in paragraph 17.

**f. "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.

**h. "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.

**i. "Sundry Items"** means personal items incidental to your Care, including (for example) meals and beverages for your guests.

**j. "Terms"** means these terms and conditions.

**k. "Treatment Letter"** means the letter that we send to you detailing the Care and treatment to be provided to you

**l. "Treatment Package"** has the meaning given to it paragraph 2.

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