



Self-Pay Inclusive Package Patient Terms & Conditions – Effective from 1 October 2020

1. Our Contract with You

- 1.1. At Aspen Healthcare we are here to help you every step of the way during your treatment. It is important that you fully understand what is included in the cost of your treatment and also the terms in which care and service will be provided at our Hospitals and Clinics.
- 1.2. Please read through our Terms detailed below carefully and if there is anything you need further clarification on please ask us. Our Terms are subject to change and should we require to update anything we will inform you in writing.
- 1.3. These are the terms and conditions on which we supply the Self-Pay Inclusive Package to you, and along with the email you receive which sets out the Services to be provided to you, Registration Form, Clinic Letter and Quotation Letter, form the contract between you and us.
- 1.4. By electronically signing these Terms (and as a parent/guardian of a child under 18 years of age) you agree to be bound by the terms of the contract. Should there be a conflict between these Terms and the content of email you receive which sets out the Services to be provided to you (and which attaches these Terms), your Quotation Letter, Clinic Letter and/or Registration Form, these Terms will take precedence. If there is a conflict or inconsistency between any Aspen Healthcare marketing materials and these Terms, the content of the email you receive which sets out the Services to be provided to you, your Quotation Letter, Clinic Letter and/or the Registration Form, these Terms will take precedence. The Services will only be provided at your chosen Hospital or Clinic as set out in the Quotation Letter.
- 1.5. Agreeing to these Terms means that you are accepting them in relation to the Self-Pay Inclusive Package at any of our Hospitals and Clinics. Our contract is different to that of the contract with your Consultant. Consultants are independent practitioners and are not employees of Aspen Healthcare. The contract between you and your Consultant is a separate contract and this should be provided to you directly from your Consultant.

2. Definitions

- 2.1. When the following words with capital letters are used in these Terms, this is what they will mean:
 - 2.1.1. **Aspen Healthcare:** means Aspen Healthcare Limited, a company registered in England and Wales with company registration number is 03471084 and registered office address at Centurion House, 3rd Floor, 37 Jewry Street, London EC3N 2ER;
 - 2.1.2. **Clinic:** means any clinic operated by Aspen Healthcare or any company under the same control as Aspen Healthcare;
 - 2.1.3. **Clinic Letter:** means the clinic letter from your Consultant detailing their clinical assessment and your treatment pathway;
 - 2.1.4. **Consultant:** means the consultant chosen by you to provide the Services to you under the Self-Pay Package;
 - 2.1.5. **Hospital:** means any hospital operated by Aspen Healthcare or any company under the same control as Aspen Healthcare;
 - 2.1.6. **Quotation Letter:** means the letter we send to you detailing the Package Price to be provided to you under the Self-Pay Package;
 - 2.1.7. **Registration Form:** the registration form signed by you prior to admission at the Hospital or Clinic;
 - 2.1.8. **Inclusive Package Price:** means the fixed cost price that you pay for the Self-Pay Inclusive Package and which we set out in the Quotation Letter;
 - 2.1.9. **Self-Pay Inclusive Package:** the care, surgery, treatment and/or procedure(s) to be carried out at the Hospital or Clinic, which we have detailed in the Quotation Letter and for which you have agreed to pay the Package Price.
 - 2.1.10. **Services:** the services that we are providing to you under the Self-Pay Package as set out in the Quotation Letter;
 - 2.1.11. **Terms:** the terms and conditions set out in this document.
- 2.2. When we use the words "we", "our" or "us" in these Terms we mean Aspen Healthcare.
- 2.3. When we use the words "writing" or "written" in these Terms, this will include e-mail unless we say otherwise.

3. Our Services

- 3.1. We will supply the Services to you as set out in the email you receive when we send you the Quotation Letter and a copy of these Terms.
- 3.2. We will make every effort to provide the Services on the date confirmed in writing by the relevant Hospital or Clinic, however we cannot promise this and we may refuse

your admission for any reason or to cancel or change the date of your admission. Your rights in the event that this happens are set out in section 9 below.

- 3.3. The decision as to whether you are fit to discharge from the Hospital or Clinic after your surgery/treatment/procedure will be made by your Consultant. If you wish to stay in the Hospital or Clinic after you have been declared fit for discharge the Hospital or Clinic's standard charges will apply and you will be invoiced separately for this. If you discharge yourself against the advice of your Consultant no further Services will be provided as part of the Self-Pay Inclusive Package and no refund will be given if you leave the Hospital or Clinic earlier than recommended. If your stay in the Hospital or Clinic is shorter than anticipated after the Services have been completed, you will not be entitled to receive a refund or any portion of the Package Price.
- 3.4. We will require certain information from you that is necessary for us to provide the Services, and this may be asked for in your Registration Form or by anyone involved in your care or treatment under the Self-Pay Inclusive Package at the Hospital or Clinic, which could include our staff at the Hospital or Clinic, your Consultant or any other medical professional. If you do not provide us with the information requested, or you provide us with incorrect or incomplete information, we may not be able to provide you with the required Services. If as a result we are unable to provide the Services to you, you will be refunded for any Services that we have been unable to provide, but you will be charged for any Services which we have already provided to you up until that point in accordance with section 8 below.
- 3.5. We are not responsible for the acts and omissions of your Consultant or any other independent medical practitioners and your Consultant does not have authority from Aspen Healthcare or the Hospital or Clinic to quote for Hospital/Clinic charges. Any Hospital or Clinic charges mentioned by your Consultant are subject to written confirmation by the Hospital/Clinic.

4. Inclusive Package Price and Payment

- 4.1. We will detail in the Quotation Letter the Inclusive Package Price that we have calculated for your Self-Pay Inclusive Package based on the outcome of your initial consultation with the Consultant and the complexity of your care and treatment.
- 4.2. The Inclusive Package Price set out in your Quotation Letter is valid for 90 days and is subject to a clinical pre-assessment and the Services being available at your chosen Hospital/Clinic.
- 4.3. Costs incurred by you that are not included in the Inclusive Package Price will be charged at the Hospital or Clinic's standard rates.

- 4.4. We will ensure that we explain to you how we have calculated the Inclusive Package Price before you agree to go ahead with the Self-Pay Inclusive Package.
- 4.5. Payment of the Inclusive Package Price can be made by cash, debit card, credit card, personal cheque, company cheque, bankers or building society cheque. Please write your patient number on the reverse of all cheques.
- 4.6. You must make payment of the Inclusive Package Price in full, and in cleared funds, 7 days in advance of your admission to the Hospital or Clinic, unless otherwise agreed in writing by the Director at the Hospital or Clinic at which you will receive the Services. We will refuse admission to you if you have not paid the Package Price in full. Your rights to a refund on cancellation are set out in section 8 below.
- 4.7. Your Consultant, who may be a physician, surgeon or anaesthetist, is an independent medical practitioner and is not employed by Aspen Healthcare. Unless we advise otherwise at section 5 below, your Consultant will charge you separately for their services, including for your initial consultation.
- 4.8. When you arrive for your appointment or treatment at the Hospital or Clinic you will be asked for a debit/credit card and your card details will be recorded and stored securely so in the event that you incur charges that are not covered by the Package Price, we may use these card details to take payment. We accept all major debit/credit cards. Your stored card details will not be used if you do not incur any additional charges. The charges which are excluded from the Package Price are set out in section 6 below. You will receive a detailed statement showing any outstanding charges not covered by the Inclusive Package Price before we take payment. You will have seven (7) days to query your bill and/or make payment. We may then use your stored card details to take the payment but we will send you confirmation of this in the post.

5. What is included in the cost of the Self-Pay Inclusive Package?

- 5.1. Self-Pay Inclusive Packages include (unless stated otherwise in your Quotation Letter, Clinic Letter or otherwise notified to you by Aspen Healthcare in writing):
 - 5.1.1. all of your Consultants' fees for your stay in Hospital/Clinic (excluding the cost of the initial consultation with your Consultant). Please note that if you request to have more than one procedure in the same admission with the same Consultant, the second highest value procedure to be undertaken by the Consultant in the same admission will be charged at 50% of the price of the procedure (excluding any prosthesis) as set out in the Aspen Healthcare price list at the time of admission and the third highest value procedure will be charged at 25% of the price of the procedure as set out in the Aspen Healthcare price list at the time of admission;

- 5.1.2. accommodation in your chosen Hospital/Clinic including all meals for as long as your Consultant recommends you stay following your procedure (to a maximum of 7 nights);
- 5.1.3. all nursing care during and following your surgery/treatment/procedure;
- 5.1.4. all charges relating to theatre operations;
- 5.1.5. all pre-admission tests (including a pre-admission Covid-19 test);
- 5.1.6. all tests, dressings, garments, medication you require during your stay in the Hospital/Clinic as a result of the surgery/treatment/procedure (excluding any medication you already take for pre-existing conditions);
- 5.1.7. all Hospital/Clinic services including the equipment and facilities required for your surgery/treatment/procedure;
- 5.1.8. all supplies and materials required for your surgery/treatment/procedure including any prosthesis set out in Aspen Healthcare's pre-agreed prosthesis list as determined by your Consultant;
- 5.1.9. all diagnostic imaging and physiotherapy you may require during your stay in the Hospital/Clinic when having your surgery/treatment/procedure;
- 5.1.10. all medications you require as prescribed by your Consultant for up to 7 days following your discharge from the Hospital/Clinic;
- 5.1.11. all clinically necessary support required as determined by your Consultant following surgery/treatment/procedure in relation to your confirmed inclusive package price procedure;
- 5.1.12. all items deemed necessary by your Consultant for home aid of your recovery in relation to your confirmed inclusive package price procedure
- 5.1.13. one follow up appointment with your Consultant following your surgery/treatment/procedure as directed by your Consultant; unless stated otherwise in your clinic letter from your Consultant
- 5.1.14. physiotherapy sessions as indicated in your Clinic Letter as determined by your Consultant and/or physiotherapist (up to a maximum of 6 sessions);
- 5.1.15. any clinically necessary diagnostic imaging and pathology as determined by your Consultant following your surgery/treatment/procedure in relation to your confirmed inclusive package price procedure;
- 5.1.16. any nursing care directly related to your surgical treatment/procedure as advised by your Consultant;
- 5.1.17. treatment for any clinical complications or revision surgery as determined by your Consultant. Complications arising from the surgery/treatment/procedure and requiring revision surgery for up to 3 months after you have been discharged. Your case will be reviewed by our clinical team prior to approval for this to be treated as part of the Self-Pay Inclusive Package; and

- 5.1.18. additional services to make you feel especially welcome may include free wifi, loan of a tablet device, newspapers, telephone calls and certain applicable food and beverages for your visiting family and friends to be consumed during visiting hours (as identified at the Hospital or Clinic).
- 5.2. Following your surgery/treatment/procedure, your Self-Pay Inclusive Package includes up to sixty days post-operative care (directly related to your surgery/treatment/procedure) as clinically deemed by your Consultant, provided that your post-operative care is delivered by your Consultant in the Hospital/Clinic where initial treatment took place (this is up to 150 days for cosmetic procedures). The post-operative care provided is on the basis that you have followed the advice of your Consultant and other healthcare professionals involved in your care or treatment, including post-discharge instructions. If you have not followed the advice of your Consultant and this results in additional post-operative care being required as a result, this will not be included in the Self-Pay Inclusive Package. The decision as to whether a complication is related to the procedure or your failure to follow the advice of your Consultant rests with your Consultant or healthcare professional.

6. What is not included in the Self-Pay Inclusive Package?

- 6.1. It is important to know what items and services are not included in your Inclusive Package Price. These can vary depending on your individual needs and as directed by your Consultant. You will be fully informed of any additional costs in the email which accompanies your Quotation Letter prior to administering care to ensure transparency of fees and your consent to proceed. No substitutions can be made to the Self-Pay Package inclusions set out in section 5 above. No refund will be given if you remain in the Hospital less than the expected length of stay or if any elements of care included within the Self-Pay Inclusive Package are not used eg. physiotherapy.
- 6.2. The following items are not included in your Self-Pay Inclusive Package and will be charged for in addition to the Package Price:
 - 6.2.1. your initial consultation with your Consultant. The price of your initial consultation with your Consultant will be determined and independently set by your Consultant and will be payable by you prior to your initial consultation;
 - 6.2.2. any care aspects noted within your Clinic Letter from your Consultant specific to your clinical care outside of the standard care pathway for your procedure;
 - 6.2.3. any medication or drugs which are outside of the standard clinical care pathways for your procedure which are specific to your individual care needs

- (for the avoidance of doubt, this will include any medication you already take for pre-existing conditions);
- 6.2.4. any care out with the Hospital/Clinic in which you are having your Self-Pay Inclusive Package;
 - 6.2.5. personal transportation to and from the hospital/clinic via Uber Health and/or another taxi provider; and
 - 6.2.6. any large home aid items out with standard clinical care pathways for your Self-Pay Inclusive Package;
 - 6.2.7. any additional night's stay at the Hospital at your request; and
 - 6.2.8. any revision surgery not considered a direct complication of your original treatment under the Self-Pay Inclusive Package i.e. wear and tear/life of an implant or where pre and post-operative instructions have not been followed.

7. Our price guarantee and finance options

At Aspen Healthcare we work in partnership with Chrysalis Finance Limited ("Chrysalis Finance") to offer a range of finance options to pay for your treatment. Chrysalis Finance are a dedicated provider of patient payment options to healthcare sectors in the UK. Depending on your deposit and loan amount there are a number of 0% finance options available (subject to status and acceptance). You can find out more by visiting www.chrysalisfinance.co.uk. Please note that we are not a party to any agreement entered into between you and Chrysalis Finance and Chrysalis Finance will require its own information from you to assess whether or not to provide you with any funding. We are not responsible for any non-payment or overdue amount as between you and Chrysalis Finance. If you choose to use Chrysalis Finance's services please note that we may, at our sole discretion, choose not to provide any Services to you until full payment of the Inclusive Package Price has been received by us in cleared funds.

8. What if you decide to cancel your treatment?

- 8.1. If you decide you do not wish to proceed with the Services to be provided to you under the Self-Pay Inclusive Package, you may contact us at any time in writing to cancel the contract using the contact details set out in section 12 below.
- 8.2. We will refund any advance payment made by you for the Services that we have not yet provided to you. You will pay for the Services you have received up until that point (for example your pre-clinical assessment and any pre-admission tests) and/or for any costs which Aspen Healthcare has already incurred in order to provide you with the Services as agreed. This will include where any item(s) specific to the provision of the Services to you have been ordered and cannot be returned

(unless your treatment has been rescheduled). If you cancel within 7 days of your surgery (unless due to illness or rescheduling) you will be required to pay 50% of the hospital fee (excluding prosthesis) which will be quoted to you prior to any cancellation being confirmed.

- 8.3. Refunds will only be made to you and via the initial method of payment used by you when making the original payment.

9. Our rights to cancel or suspend the Services and applicable refund

- 9.1. We may have to cancel or suspend an appointment or admission date or an aspect of the Services before it is due to start for any reason, including for example, due to the unavailability of key staff members or materials required to provide the Services or because of any event outside of our reasonable control. We will contact you promptly if this happens and will try to rearrange any appointment or admission dates with you. If we are not able to find any suitable alternative dates and instead we have to cancel the provision of any part of the Self-Pay Inclusive Package to you, and payment in advance has been made by you for any part of the Self-Pay Inclusive Package that has not been provided to you, we will refund these amounts to you and via the initial method of payment used by you when making the original payment.
- 9.2. If on undertaking a Covid-19 test prior to admission for your surgery/treatment/procedure you test positive for Covid-19 or if you are displaying the symptoms of Covid-19 on or around your admission date, we will suspend the provision of the Services to you until you are fit and able to receive the Services. If once you are deemed fit and well we are not able to find any suitable alternative dates for your surgery/treatment/procedure and instead have to cancel the provision of any part of the Self-Pay Inclusive Package to you as a result, we will refund the Inclusive Package Price less any amount that you owe to the Hospital and/or Consultant for Services which you have already received and/or for costs already incurred by Aspen Healthcare in order to provide you with the Services as agreed.
- 9.3. We may terminate our contract with you to provide the Self-Pay Inclusive Package at any time in the event of your failure to disclose any pre-existing medical condition(s) known to you which prevent the Services being provided to you or if you do not pay us when you are supposed to. If payment has already been made by you for the Self-Pay Inclusive Package, we shall refund the Inclusive Package Price less any amount that you owe to the Hospital and/or Consultant for Services which you have already received and/or for costs already incurred by Aspen Healthcare in order to provide you with the Services as agreed. In such circumstances, the cost of the Services received and costs incurred by Aspen Healthcare will be charged for at the Hospital or Clinic's standard rates.

- 9.4. If your Consultant cancels the provision of the Services to you for medical reasons which mean that your surgery/treatment/procedure should not go ahead, you will be refunded the full Inclusive Package Price.

10. What if you are unhappy with the results of the Services or there is a problem with the Services?

- 10.1. Please note that the results of any surgery, treatment or procedure provided under the Self-Pay Inclusive Package cannot be guaranteed and it is possible that complications with your surgery, treatment or procedure can occur. Your Consultant will explain about these to you before your surgery/treatment/procedure. You are also encouraged to read and review any information provided to you regarding the Services following your clinical pre-assessment, and by agreeing to these Terms you are accepting all the possible risks that may arise by our performance of the Services.
- 10.2. Your Consultant will discuss any concerns you have post-surgery/treatment/procedure and review your treatment outcome at a post-operative consultation. Your Consultant will determine if further tests/diagnostic imaging/revision surgery are necessary.
- 10.3. If the Self-Pay Inclusive Package is for cosmetic surgery and should your Consultant decide that the aesthetic outcome is not as was expected or in line with documented discussions prior to the surgery/treatment/procedure taking place, revision surgery would be included within your Self-Pay Inclusive Package provided this is identified by your Consultant to us within 12 months following your initial surgery.
- 10.4. If the cosmetic result of your surgery/treatment/procedure meets the expectation of your Consultant, any revision surgery will be chargeable at the Hospital/Clinic's and the Consultant's standard rates.
- 10.5. If you are unhappy with the results of any revision surgery undertaken in accordance with section 10.3 and wish to have further revision surgery, this would not be included in the Self-Pay Inclusive Package and will be chargeable at the Hospital/Clinic's and the Consultant's standard rates.
- 10.6. If you think there is any problem with the Services we provide, please contact us as soon as reasonably possible using the contact details set out in section 12 below and tell us what the problem is. We will investigate the problem under our complaints procedure (a copy of which is available on request) and try to repair or fix any issue we find as soon as possible.

11. Changes to these Terms

- 11.1. We may make changes to these Terms at any time, including for example:
 - 11.1.1. where we reasonably consider such a change will make it easier to understand these Terms;
 - 11.1.2. where there are changes to the law, codes of practice or the way in which we are regulated; and/or
 - 11.1.3. where there is a change or development in the services that we provide.
- 11.2. If we make a change to these Terms under section 11.1, the new Terms will only apply to any new services you may receive and will not apply to any of the Services you are currently receiving as part of the Self-Pay Inclusive Package when the change to these Terms is made.

12. Information about us and how to contact us

- 12.1. Aspen Healthcare Limited is a company registered in England and Wales. Our company registration number is 03471084 and our registered office is at Centurion House, 3rd Floor, 37 Jewry Street, London EC3N 2ER.
- 12.2. You can contact us by telephoning the Hospital or Clinic where you are receiving the Services, by writing to us at our registered company address above or by emailing us at the following email addresses (as applicable depending on which Hospital or Clinic you are to receive the Services):
 - 12.2.1. selfpay@theholly.com
 - 12.2.2. selfpay@cancercentrelondon.co.uk
 - 12.2.3. selfpay@claremont-hospital.co.uk
 - 12.2.4. selfpay@highgatehospital.co.uk
 - 12.2.5. selfpay@midlandeye.com
 - 12.2.6. selfpay@novahealthcare.co.uk
 - 12.2.7. selfpay@parkside-hospital.co.uk
 - 12.2.8. selfpay@edinburghclinic.com.
- 12.3. If we have to contact you we will do so by telephone or writing to you at the email address or postal address you provided to us in the Registration Form. It is important that you tell us in writing at the Hospital or Clinic where you are receiving the Services of any changes to your contact details.

13. Other Important Terms

- 13.1. Aspen Healthcare is subject to legislation and regulation changes and as such this may prevent or impact the delivery of your care. If this should occur you will be duly

informed in writing with details on the proposed actions to be taken and proposed outcomes.

- 13.2. We do not exclude or limit in any way our liability to you for death or personal injury caused by our negligence, or our responsibility for fraudulent misrepresentation and any other liability that cannot be excluded by law.
- 13.3. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking our contract with you or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew that it might happen, for example, if you discussed it with us during your clinical pre-assessment.
- 13.4. We strongly recommend that you do not bring any valuables, jewellery, large amounts of cash, credit cards or a cheque book with you to the Hospital or Clinic. If this is unavoidable or nonetheless you do bring items of value with you, this is at your own risk as we do not accept any responsibility for the theft, loss of, or damage, to any of your or your visitors' valuables, cash or any other property that you or your visitors bring to the Hospital or Clinic.
- 13.5. We will use the personal information you provide to us:
 - 13.5.1. to provide the Services to you;
 - 13.5.2. to process your payment of the Inclusive Package Price and any other charges incurred as a result of the provision of the Services; and
 - 13.5.3. otherwise in accordance with the Aspen Healthcare Privacy Policy (<https://www.aspen-healthcare.co.uk/privacy-policy/>) and as set out in the Registration Form.
- 13.6. We will only give your personal information to third parties where the law either requires or allows us to do so. If you have any queries relating to how your personal data will be used by the Hospital or Clinic you may contact the Aspen Healthcare Group Data Protection Officer at DPO@aspen-healthcare.co.uk.
- 13.7. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person to end the contract or to make any changes to these Terms.
- 13.8. We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.
- 13.9. If a court finds part of this contract illegal, the rest will continue in force. Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.

- 13.10. Even if we delay in enforcing our contract with you, 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.
- 13.11. These Terms are governed by the laws of England and Wales. You and we both agree to submit to the non-exclusive jurisdiction of the courts of England and Wales. However if you are a resident of Scotland, you may also bring proceedings in Scotland, and if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland.