

OUR TERMS

1. OUR CONTRACT WITH YOU

1.1 These are the terms and conditions on which we supply fixed price Services to you, and along with the Admission Letter and Registration Form, form the contract for services between you and us. By signing the Registration Form, you agree to the terms of the contract. In some cases, the Hospital is operated by one of our Affiliates, and where this is the case, BMI Healthcare Limited is acting as a disclosed agent to that Affiliate, and that Affiliate is acting as principal.

1.2 Please ensure that you read these Terms carefully. If you have any questions, concerns or comments, please contact us to discuss.

2. OUR SERVICES

2.1 We will supply the Services to you as set out in the Admission Letter, and which details the care and treatment which you will receive from us under the Self-Pay Package. The Admission Letter will also set out the Package Price and any appointment or admission dates.

2.2 We will make every effort to provide the Services on the date that we have set out in your Admission Letter. However, we cannot promise this and we reserve the right to refuse your admission for any reason or to cancel

or change the date of your admission. There may be delays or cancellations for any reason, such as because of an event outside our reasonable control, for operational or technical reasons or because your consultant does not think it is in your best interest for medical reasons. Where this happens or where we refuse admission, we will try to give as much notice to you as possible and any advance payment you have made for Services that have not been provided will be refunded to you.

2.3 The decision as to whether you are fit for discharge rests with your consultant. Should you wish to stay in the Hospital after you have been declared fit for discharge the hospital's standard charges will apply and you will be invoiced separately. If you discharge yourself against the advice of your consultant no further services will be provided as part of the Self-Pay Package, and no refund will be given if you leave the Hospital earlier than expected.

2.4 We will need certain information from you that is necessary for us to provide the Services, and this can be asked for by anyone involved in your care or treatment, including by our staff at the Hospital, by your consultant or other medical professional or in your Admission Letter. If you do not, after being

asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may not be able to provide you with a full range of Services, and that could mean being unable to see you at our Hospital. Of course, if we are unable to provide the Services to you, you do not have to pay for the Services that we have not provided, but this does not affect your obligation to pay for any invoices we have already sent you for any Services we have already provided. Any advance payment you have made for Services that have not been provided will be refunded to you.

2.5 If you do not pay us for the Services when you are supposed to, we may not provide any remaining Services to you with immediate effect until you have paid us the outstanding amounts.

3. PACKAGE PRICE AND PAYMENT

3.1 We will detail in your Admission Letter the Package Price that we have calculated for your Self-Pay Package. Your Self-Pay Package and the Package Price are subject to the results of your pre-assessment and the Package Price is not confirmed until you sign the Registration Form on admission to the Hospital for your procedure. Once confirmed however, it will not change. Costs incurred that are not included in the Package Price will be charged at the Hospital's standard rates.

3.2 We calculate the Package Price based on:

- (a) your consultant's medical advice,
- (b) the results of any scans and diagnostic tests, and
- (c) the complexity of your care and treatment.

We will of course always ensure that we explain to you how we have calculated the Package Price before you go ahead with your care and treatment.

3.3 Following receipt of your Admission Letter and prior to your admission date, you will be asked to come to the Hospital for a pre-assessment. This is an appointment with a nurse in which you will be asked questions about your health and medical history, and you will also be given details about your admission. If, following the pre-assessment, we consider that for clinical or medical reasons it is not appropriate to proceed with your surgery either at all or for the price quoted in the Admissions Letter, or because further tests or assessments need to be carried out, we will discuss this with you, and if we are still able to offer the surgery but at a later date (due to the tests or assessments required) or at a different price, we will send you a revised Admission Letter with a new date for surgery or price, either as a fixed price or, if the procedure is not included in our Pay For Yourself list of Self-Pay Package procedures, the fee for the surgery and other items

and services. If we are not able to continue the surgery at all, we will tell you the reasons why.

3.4 We will ask you for a swipe of your credit card when you register. Your details will be kept securely for up to six months or until any remaining balances are cleared and we will tell you if we intend to take a payment from your card before we do so.

3.5 Your consultant, who may be a physician, surgeon, or anaesthetist, is an independent medical practitioner and not employed by us, and, unless we advise you otherwise, will charge you separately for his or her services, including for the initial consultation. Our bill under the Self-Pay Package will include your consultants' fees while you are in the Hospital. In this event, we are acting as the consultants' agent only in collecting those fees: they remain an independent medical practitioner.

3.6 We are not responsible for the acts and omissions of consultants, anaesthetists, or other independent medical practitioners and your consultant and their secretarial staff also do not have authority from us or the Hospital to quote for hospital charges. Any hospital prices mentioned by them are subject to written confirmation by the Hospital.

3.7 We will ask you to make a payment in full and in cleared funds in advance of your admission to the Hospital. We may refuse admission

if you have not paid in full. Your rights to a refund on cancellation are set out in clause 10. You must pay each invoice in cleared funds within fourteen calendar days of the date of invoice, and you can pay the invoice online, by post or over the phone. Details of our payment methods are given on our website: <http://www.bmihealthcare.co.uk/patient-information/paymentoptionshome/paying-for-yourself/how-to-pay-your-bill>. Please note all credit card payments will be subject to a 2% additional charge up to a maximum of £5.00 (but this does not apply when we take a swipe of your credit card).

3.8 You may also spread the cost of any care or treatment by using the BMI Card, which is a unique credit card that allows you to spread the cost of healthcare. Details of the BMI Card can be found on our website as follows: <http://www.bmihealthcare.co.uk/patient-information/paymentoptionshome/paying-for-yourself/how-to-pay-your-bill/bmicard>.

3.9 We strongly advise that you avoid bringing any valuables or cash with you to the Hospital. If you do nonetheless bring any valuables or cash, this is at your risk as we do not accept any responsibility for the theft, loss of, or damage to, any of your or your visitors' cash, valuables or any other property that you or your visitors bring to the Hospital.

4. WHAT IS INCLUDED AND EXCLUDED IN THE PACKAGE PRICE

4.1 Unless we have said otherwise, for example, in your Admission Letter, the Package Price for your Self-Pay Package includes:

- (a) any pre-operative assessment at the Hospital before your admission, if necessary,
- (b) any care or treatment (other than high dependency, intensive or critical care) carried out in other location, provided it is part of the care and treatment plan devised by your consultant for you as part of your Self Pay Package at the Hospital,
- (c) your accommodation and meals at the Hospital for as long as you are required to stay at the Hospital (as advised by your consultant),
- (d) your nursing care while you are in the Hospital,
- (e) the Hospital's theatre fees, drugs and dressings while you are in the Hospital,
- (f) any care required in the Hospital's high dependency unit or intensive care unit,
- (g) your consultant's or other healthcare professional's operating fee and anaesthetist's fee while you are in the Hospital,
- (h) any necessary prosthesis (approved by us) where the procedure you will undergo at the Hospital requires a prosthesis,

- (i) imaging, such as x-rays or scans, physiotherapy, pathology and histology needed while you have been admitted to the Hospital,
- (j) basic walking aids where clinically required (such as walking sticks or crutches and wheelchairs for use in the Hospital) but not home aids or larger items (such as stair lifts),
- (k) take-home drugs advised by your consultant for up to fourteen days after discharge and antibiotics for the stated period prescribed by your consultant,
- (l) up to six months post-operative care where clinically required by your consultant provided it takes place at the Hospital, including:
 - (i) removal of stitches, dressings or plaster, if required,
 - (ii) any tests and scans, where clinically required,
 - (iii) one follow-up consultation with your consultant, where clinically required, and
 - (iv) treatment for any clinical complications, as we explain in clause 6, below.

4.2 The Self-Pay Package does not include any of the following:

- (a) diagnostic tests or services received prior to your pre-operative assessment or admission, whichever is first, and these will be invoiced separately by your consultant direct or by us (as agent for your consultant),

- (b) the consultant's or any other healthcare professional's fee for the initial outpatient consultation,
 - (c) any care or treatment provided anywhere other than at the Hospital, including any NHS care or treatment, unless your care or treatment is being provided as part of your planned care pathway at the Hospital,
 - (d) any long-term care or treatment,
 - (e) any drugs or medication not included within the take-home drugs as described in clause 4.1,
 - (f) in the convalescence, treatment, accommodation or meals provided after your consultant has advised that you are fit for discharge,
 - (g) personal costs such as telephone charges, visitors' meals, and other sundries,
 - (h) ambulance fees,
 - (i) any replacement prosthesis or other items where required due to normal wear and tear, and
 - (j) any costs or fees not specified as included in clause 4.1 or in your Admission Letter,
 - (k) and any provision of any of the above will be charged separately to you at the Hospital's standard rates and you will be responsible for payment of those charges.
- 4.3 Any medical treatment not related or connected with the care and treatment identified at your pre-assessment, which requires a separate pathway of care, or is not clinically

required, whether or not carried out at the Hospital, even if you are not discharged from the Hospital, is not included in the Self-Pay Package.

5. NHS TREATMENT

If you are not a resident of the UK but you require any NHS treatment and it is not included in your Self-Pay Package, please note that you will be liable to pay any charges for any treatment or care carried out by the NHS, and we may invoice you for any costs that we incur as a result of any NHS treatment, or deduct these costs from your credit card or any credit balance we hold in relation to your account. We will tell you if we intend to take a payment from your card before we do so.

6. FOLLOW-UP AND COMPLICATIONS

- 6.1 While we will always try to meet your expectations, we cannot guarantee the result of any procedure, care or treatment, and it is possible that complications with your treatment or surgery can occur. Your consultant will explain about these to you before your treatment.
- 6.2 The price covers the cost of your post-operative care and medical or surgical complications directly related to your surgery for six months following your discharge from the Hospital following the procedure to the extent described in clause 6.1, provided that:
 - (a) such post-operative care and complications are treated at the Hospital; and

- (b) you have followed the advice of your consultant and other healthcare professional involved in your care or treatment at the Hospital. The decision as to whether a complication is related to the procedure rests with your consultant or healthcare professional.

6.3 If the Self-Pay Package is for cosmetic surgery and this surgery does not match your consultant's expectations, revision surgery may be provided free of charge (subject to approval of the Hospital's Executive Director or Director of Nursing), provided this is identified by your consultant to us within six months of your initial admission. If the cosmetic result of your surgery meets the consultant's expectation, any revision surgery will be chargeable at the Hospital's and consultant's standard rates.

7. CHANGES TO THESE TERMS

7.1 We may change these Terms at any time, including, for example:

- (a) where we reasonably consider it will make it easier to understand; or
- (b) because of changes to the law, codes of practice or the way in which we are regulated; or
- (c) to cover a development or change in the services that we provide.

7.2 If we have to change these Terms under clause 7.1, the new Terms will only apply to any new care or treatment that you may receive

and will not apply to any care or treatment that you may be part through or currently receiving as part of the Self-Pay Package when the change to these Terms is made.

7.3 If you wish to end any care or treatment before it is completed, you may do so and your rights to do so are set out in clause 10.

8. IF THERE IS A PROBLEM WITH THE SERVICES

8.1 If there is any problem with the Services we provide, please contact us and tell us as soon as reasonably possible, and we will investigate the problem under our complaints procedure and try to repair or fix the problem as soon as we can. Please ask any member of staff at the Hospital for a leaflet about our complaints procedure.

8.2 You have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Nothing in these Terms will affect these legal rights.

9. EVENTS OUTSIDE OUR CONTROL

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our reasonable control.

9.2 If an event outside our reasonable control takes place that affects the performance of our obligations under these Terms we will contact you

as soon as reasonably possible to notify you, and our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our reasonable control.

- 9.3 You may cancel the contract if an event outside our reasonable control takes place and you no longer wish us to provide the Services. Please see your cancellation rights under clause 10.

10. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

If you decide not to go ahead with the surgery or any other services as part of your Self-Pay Package, you may contact us at any time to cancel. We will refund any advance payment made by you or on your behalf for Services that we have not yet provided to you. Any such refund will be made by cheque or electronic transfer only to the cardholder or person who made the original payment. Please note we do not make refunds in cash.

11. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 11.1 We may have to cancel any appointment or admission date or any care or treatment to you before it is due to start for any reason, including, for example, due to unavailability of key personnel or key materials without which we cannot provide your care or treatment or because of an event outside our reasonable control.

We will promptly contact you if this happens. We will always 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 Package to you, and payment in advance has been made by you or on your behalf for any part of the Self-Pay Package that has not been provided to you, we will refund these amounts by cheque or electronic transfer only to the cardholder or person who made the original payment. Please note we do not make refunds in cash.

- 11.2 We may cancel any appointment or admission date or any care or treatment at any time if you do not pay us when you are supposed to.

12. INFORMATION ABOUT US AND HOW TO CONTACT US

- 12.1 We are a company registered in England and Wales. Our company registration number is 02164270 and our registered office is at BMI Healthcare House, 3 Paris Garden, London SE1 8ND. Where we are acting for one of our Affiliates we are acting as a disclosed agent and the principal is the relevant Affiliate.
- 12.2 If you have any questions or if you have any complaints, or you wish to contact us (for example, to cancel the contract), you can contact us by telephoning our team at the National Enquiry Centre at 0800 142 2316 or by e-mailing us at info@

bmihealthcare.co.uk. You may also contact the Hospital where you are receiving care or treatment or us at the address set out in clause 12.1.

13. OTHER IMPORTANT TERMS

- 13.1 This contract is between you and BMI Healthcare Limited or an Affiliate. No other person shall have any rights to enforce any of its terms.
- 13.2 If there is any conflict between these Terms and your Admission Letter or your Registration Form, these Terms will take precedence. If there is any conflict or inconsistency between any marketing materials and these Terms, your Admission Letter and the Registration Form (which together form the contract between you and us) the terms of that contract will take precedence.
- 13.3 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.
- 13.4 These Terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

14. DEFINITIONS

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

Affiliate: any hospital owned or operated by any member of the BMI Group (excluding BMI Healthcare Limited) or third party that is managed by BMI Healthcare Limited under a management agreement.

Admission Letter: the letter that we send to you detailing the care and treatment and the Package Price to be provided to you under the Self-Pay Package. The letter will also include confirmation of the date of your procedure. If you have not made a booking, you will also be sent a letter with our quotation for the Package Price together with details about how to book a date for your procedure, but you will always receive an Admission Letter confirming the Package Price and the care and treatment you will be receiving.

BMI Group: means BMI Healthcare Limited or any company under the same control as BMI Healthcare Limited.

Hospital: means any hospital operated by BMI Healthcare Limited or any of its Affiliates.

Registration Form: the registration form signed by you prior to admission at the Hospital.

Package Price: the price that you pay for the Self-Pay Package and which we set out in the Admission Letter.

Self-Pay Package: the care, treatment or procedures to be carried out at the Hospital, which we have detailed in the Admission Letter and for which you have agreed to pay the Package Price.

Services: the services that we are providing to you as set out in the Admission Letter.

Terms: the terms and conditions set out in this document.

14.2 When we use the words “we”, “our” or “us” in these Terms we mean BMI Healthcare Limited of BMI Healthcare House, 3 Paris Garden, London SE1 8ND.

14.3 When we use the words “writing” or “written” in these Terms, this will include e-mail unless we say otherwise.