

CIRCLE TERMS AND CONDITIONS - PRIVATE PATIENTS

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

A. SELF-PAY: FIXED PRICE PACKAGE

Package Price and Payments

- A.1 We will supply the Services to you as set out in the Treatment Letter, which details the care and treatment you will receive from us under the Self-Pay Package. The Treatment Letter will also set out the Package Price that we have calculated for your Self-Pay Package and any appointment or admission dates. The Treatment Letter will also include methods of payment, including (if appropriate) whether your consultant will send you a separate invoice and collect his or her portion of the Package Price from you directly.
- A.2 Following receipt of your Treatment Letter and prior to your admission date, you will be asked to come to a Circle 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, it is considered, for clinical or medical reasons, that it is not appropriate to proceed with your surgery either at all or for the price quoted in the Treatment Letter we will discuss this with you. 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 Treatment Letter with a new date for surgery or price, either as a fixed price or, if the procedure is not included in our 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 reason(s) why.
- A.3 Your Self-Pay Package and the Package Price are subject to the results of your pre-assessment and is not confirmed until you sign the Registration Form on admission to a Circle Hospital for your procedure. Once confirmed however, it will not change. We calculate the Package Price based on:
- your consultant's medical advice,
 - post-operative care,
 - the results of any scans and diagnostic tests, and
 - 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.
- A.4 Costs incurred that are not included in the Package Price will be charged at Circle's standard rates.

What is Included and Excluded in the Package Price

- A.5 Unless we have said otherwise, for example, in your Treatment Letter, the Package Price for your Self-Pay Package includes:
- your consultant's or other healthcare professional's operating fee and anaesthetist's fee while you are at a Circle Hospital,
 - your accommodation and meals at a Circle Hospital for as long as you are required to stay at a Circle Hospital (as advised by your consultant),
 - any pre-operative assessment at a Circle Hospital to determine your fitness for the procedure immediately prior to your admission, if necessary,
 - Circle Hospital's theatre fees, treatments, drugs, dressings, physiotherapy, pathology, histology, high cost consumables and any imaging, such as x-rays or scans needed while you have been admitted to Circle Hospital,
 - your nursing care while you are at a Circle Hospital,



- f. any care or treatment (other than high dependency, intensive or critical care) carried out in other locations, provided it is part of the care and treatment plan devised by your consultant for you as part of your Self Pay Package at a Circle Hospital,
- g. any standard prosthesis typically used for the procedure that you are having,
- h. any basic home aids such as wrist braces, crutches, sticks and reachers that you require,
- i. take-home drugs advised by your consultant for up to fourteen days after discharge and antibiotics for the stated period prescribed by your consultant,
- j. up to six months post-operative care where clinically required by your consultant provided it takes place at a Circle Hospital, including:
 - (i) removal of stitches, dressings or plaster, if required,
 - (ii) any tests and scans, where clinically required,
 - (iii) one clinically necessary follow-up appointment with you consultation, and
 - (iv) treatment for any clinical complications, as we explained in paragraph C.1, below.

A.6 The Self-Pay Package does not include any of the following:

- a. the consultant's or any other healthcare professional's fee for the initial outpatient consultation,
- b. 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),
- c. any care or treatment provided anywhere other than at a Circle Hospital,
- d. any long-term care, treatment, or care that is not related to your Self-Pay Package,
- e. any drugs or medication not included within the take-home drugs as described in paragraph A.5,
- f. 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, as set out in paragraph A.5, or care listed in your Treatment Letter as being excluded in the Package Price,

provision of any of the above will be charged separately to you at Circle's standard rates and you will be responsible for payment of those charges.

- A.7 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 a Circle Hospital, even if you are not discharged from a Circle Hospital, is not included in the Self-Pay Package.

B. SELF-PAY: OTHER

- B.1 This section will apply if you are paying for your own care other than as part of a Self-Pay Package

B.2 If your care is not paid for by an insurer directly, is not covered by a Self-Pay Package or is to be paid by you in accordance with these Terms, you will be charged at Circle's standard rates and your Treatment Letter (if relevant and in so far as possible) will confirm this. As noted in paragraphs F.6 and F.7 below, unless otherwise indicated, your consultant will invoice you separately for the treatment he or she provides. Note that this includes treatment for clinical or other complications, which, if needed, will also be charged to you at Circle's standard rates.

B.3 Circle Hospital will give you an estimate of costs for your care in your Treatment Letter. Please note that it is not always possible to give an exact estimate for the care you receive at a Circle Hospital and the total cost may depend on a number of factors, including any other conditions you may have. Circle will always try to provide an accurate estimate and if the cost of your care is likely to exceed this estimate Circle will try to notify you as soon as possible. You are responsible for the payment of all care you receive at a Circle



Hospital, including any sundry items.

- B.4 If you are an out-patient, you will need to pay for your care prior to or on the day you attend Circle Hospital. If you are admitted to Circle Hospital, you will need to pay a deposit (which may be the amount of the estimated costs of our care) seven days before you are admitted and settle your account on or within seven days following discharge. Your Treatment Letter will set out what deposit is required in relation to your care. If the amount paid in your deposit does not cover the entirety of your anticipated stay in a Circle Hospital you may be asked to pay for your treatment in stages throughout your care. If you have not paid before you leave Circle Hospital, you agree that we can debit the outstanding balance from your credit/debit card upon seven days of notice to you, in accordance with paragraphs F.5 and F.23 below. If your consultants' fees are not included in your invoice, you will need to settle these directly with your consultant.

C. SELF PAY: ALL PATIENTS

Follow-up and Complications

- C.1 Any Self-Pay Package price and other non-packaged price covers any medical or surgical complications directly related to your surgery for six months following your discharge from a Circle Hospital following the procedure to the extent described in paragraph F.1, provided that:
- such post-operative care and complications are treated at a Circle Hospital; and
 - you have followed the advice of your consultant and other healthcare professional involved in your care or treatment at a Circle Hospital. The decision as to whether a complication is related to the procedure rests with your consultant or healthcare professional.
- C.2 If your treatment involves cosmetic surgery and this surgery does not match your consultant's expectations, revision surgery may be provided free of charge (subject to approval of Circle 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 Circle's and the consultant's standard rates.

YOUR Rights to Cancel and Applicable Refunds

- C.3 If you decide not to go ahead with your procedure or any other services as part of your Self-Pay Package, you may contact us at any time to cancel. You will be required to pay for any care received up until the point of cancellation. This will be charged at Circle's standard rates. We reserve the right to charge a cancellation fee in accordance with paragraph F.21, if you cancel your treatment within seven days of a scheduled appointment or admission date.
- C.4 We will refund any advance payment made by you or on your behalf, less any amount that you owe to Circle and/or a consultant, for Services that we have not yet provided to you.
- C.5 If your consultant cancels your treatment because they consider it is not in your best interests for medical reasons, and you have already paid for your Self-Pay Package, we will refund your payment. Note that you will not be required to pay for any care included in your Self Pay-Package that you received up until the point of such cancellation.

OUR Rights to Cancel and Applicable Refund

- C.6 We will make every effort to provide the Services on the date that we have specified. However, we cannot promise this and we reserve the right to refuse your admission 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. If this happens, we will give you as much notice as possible. Where possible, as appropriate, we will always try to rearrange any appointment or admission dates with you. Where we are required to cancel the appointment or refuse admission, any advance payment for Services that have not been provided will be refunded to you. We will refund these amounts by cheque or electronic transfer only to the cardholder or person who made the original payment.



Other

- C.7 You may be eligible to spread the cost of your care with an interest-free finance option, offered through our link with Chrysalis Finance. This option is subject to minimum spend and needs to be applied for at least two weeks prior to the date of your admission to Circle Hospital.
- C.8 Please note we do not make refunds in cash.
- C.9 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.

D. INSURED PATIENTS

- D.1 You agree to pay for your care.
- D.2 Whilst you will remain responsible for the payment of your care, where you have private medical insurance:
- 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, including but not limited to your policy and pre-authorisation numbers. 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 (c) below;
 - where we process your insurance claim and your insurer pays us direct, the rate agreed between Circle and your insurer (rather than the Circle standard rates) will apply to your care;
 - if your insurer fails to settle our invoices (or any part of them) within 45 days of the date of issue we will assume that the outstanding amount will not be paid by your insurer and we may invoice you directly or debit the relevant balance from your credit or debit cards in accordance with the process set out in paragraph F.5 below (as relevant); and
 - if we invoice you for your care or an element of it, you agree to pay us the amount invoiced within the time limits set out therein. If you do not think that we have invoiced you correctly, please let us know as soon as possible so we can investigate this further.
- D.3 It is your responsibility to confirm with your insurer in advance that your care is covered by your insurance policy; Circle cannot obtain any such confirmation on your behalf. While you are at a Circle 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. You may be required to obtain confirmation of cover from your insurer for various aspects of your treatment throughout your pathway. At this point, your insurer will inform you if you need to pay a shortfall for any aspect of your treatment.
- D.4 Circle will not be responsible for any insurer shortfall in cover. We recommend confirming your policy limits with your insurer before you undertake your treatment.
- D.5 Your insurer may require access to your medical records in order to validate and approve your treatment. Access also might be required to allow your insurer to audit Circle's performance of the contract between Circle and your insurer. Any audit undertaken by your insurer will be for the purpose of validating the accuracy of Circle's charges and assessing and assuring the quality of services provided by Circle. Your consent is required on your Registration Form in order to allow Circle to share your medical record. Please note that if you choose **not** to consent to Circle sharing information with your insurer, your insurer may refuse treatment or payment of your claim.
- D.6 Please note that in some cases the care pathway determined by the consultants, nursing staff and other medical professionals providing your care may not be covered by your policy. This could mean that your insurer may not pay for certain parts of the care you receive, and you will be required to pay for that part of your care. In particular, you should note that treatment for complications may in some cases not be covered by your insurer and in such cases; you agree to cover the cost of your care as set out in paragraph D.2(c) above.



- D.7 Please note 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 only cover part of such costs. You will be required to pay for any such items not reimbursed by your insurer.
- D.8 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 Circle or Circle and your insurer, the Circle standard rates will apply to your care.

E. INTERNATIONAL PATIENTS

- E.1 By signing a Registration Form and agreeing to these Terms you confirm that you have the necessary documentation to enter the UK and that you meet all relevant immigration criteria. You also confirm that you have made adequate arrangements to pay for your care. Circle may contact the Home Office or UK Border Agency (as relevant) to the extent necessary to clarify any information regarding your visa to enter or remain in the UK in connection with your care.

F. OTHER TERMS AND CONDITIONS

Our Services

- F.1 While Circle and your consultant always do the best to meet your expectations and ensure a satisfactory outcome, 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 these to you before your treatment.
- F.2 The decision as to whether you are fit for discharge rests with your consultant. If, with the agreement of Circle Hospital, you decide to stay at a Circle Hospital beyond the date that your consultant considers it is appropriate for you to be discharged Circle's standard rates 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 (as appropriate), and no refund will be given if you leave a Circle Hospital earlier than expected.
- F.3 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 a Circle Hospital, by your consultant or other medical professional or in your Treatment Letter. If, after being asked by us, you do not 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, meaning that you may be unable to be seen at a Circle 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.
- F.4 We strongly advise that you avoid bringing any valuables or cash with you to a Circle Hospital. If you do 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 a Circle Hospital.
- F.5 If you are a private patient we will ask you for your credit or debit card details when you come into Circle Hospital or when you make your appointment. We will keep these details for up to six months or until any remaining balances are cleared. We will tell you if we intend to take a payment from your card before we do so.



Consultants - Your attention is drawn to this section

- F.6 While at a Circle Hospital, you will be under the care of the consultant you have been referred to, who may also involve other consultants in your care, if appropriate. Circle staff, including nurses, will provide your care under your consultant's instructions.
- F.7 Whether or not employed by Circle, consultants involved in your care are independent practitioners. Accordingly, Circle will not be liable for any act or omission of a consultant; the consultant will be responsible for the care he or she gives you.
- F.8 Your consultant, who may be a physician, surgeon, or anaesthetist, is an independent medical practitioner and are generally not employed by Circle. Unless we advise you otherwise, your consultant's fees, excluding the initial consultation, will be included in your invoice from Circle. Please note that we are acting as the consultants' agent only in collecting those fees: they remain an independent medical practitioner. Your Treatment Letter will make this clear but if you are unsure, please ask.
- F.9 We are not responsible for the acts and omissions of consultants, anaesthetists, or other independent medical practitioners. Your consultant and their secretarial staff do not have authority from Circle to quote for hospital charges. Any hospital prices mentioned by them are subject to written confirmation by Circle.

If there is a Problem with the Services

- F.10 If there is any problem with the Services we provide, please contact us and tell us as soon as reasonably possible. 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 a Circle Hospital for a leaflet about our complaints procedure.
- F.11 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.

Events Outside our Control

- F.12 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. 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.
- F.13 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 paragraph B. Where you cancel your procedure due to an event outside of our control no cancellation fee (as set out in paragraph F.21) will be applied.

The Contract

- F.14 These are the Terms and Conditions on which we supply Services to you, and along with the Treatment Letter and Registration Form, form the contract for services between you and us. By signing the Registration Form you agree to these Terms and the form of the contract.
- F.15 This contract is between you and a member of the Circle Hospital Group as set out in your Treatment Letter. No other person shall have any rights to enforce any of its terms. These Terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.
- F.16 If there is any conflict between these Terms and your Treatment 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 Treatment Letter and the Registration Form (which together form the contract between you and us) the terms of that contract will take precedence.
- F.17 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.

Changes to these Terms

F.18 We may change these Terms at any time, however any changes to the 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 when the change to these Terms is made.

Information and How to Contact Us

F.19 It is important that you keep us updated of any changes in your contact details.

F.20 The Circle Health Group Affiliate responsible for your care will be as set out in your Treatment Letter. 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 on the number set out in your Treatment Letter or by e-mailing us at contactus@circlepartnership.co.uk. You may also contact the Circle Hospital where you are receiving care or treatment or write to us at the address set out in your Treatment Letter.

Cancellations and Extensions:

F.21 We reserve the right to charge a cancellation fee if you cancel any appointment with Circle within seven days of your scheduled appointment or admission date. A cancellation fee may be based on any care that you have received up to the point of cancellation and/or any other reasonable costs that the Circle Hospital has incurred.

F.22 If you do not pay for the Services as required, we may not provide any remaining Services to you with immediate effect until you have paid any outstanding amounts.

Payment Options:

F.23 We will ask you to make a payment in full and in cleared funds in advance of your admission to Circle Hospital. Payment can be made by bank transfer. Bank details will be provided to you on your Treatment Letter or on invoice. You can also pay by debit or credit card, cash, personal cheque, bankers or building society cheque. Cheques should be presented at least seven working days prior to admission to Circle Hospital to allow for clearance. We may refuse admission if you have not paid in full. Your rights to a refund on cancellation are set out in paragraph F.21.

G. DEFINITIONS

G.1 When we use the words “we”, “our” or “us” in these Terms we mean a member of the Circle Health Group.

G.2 When we use the words “writing” or “written” in these Terms, this will include e-mail unless we say otherwise.

G.3 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 Circle Health Group.

Circle Health Group: means Circle Health Holdings Limited or any company under the same control as Circle Health Holdings Limited.

Circle Health Holdings Limited: means the company registered in England and Wales with the company registration number 10543098 having its registered office at 32 Welbeck Street, London, W1G 8EU.

Circle or Circle Hospital: means any hospital operated by a member of the Circle Health Group.

Treatment Letter: the letter that we send to you detailing the care and treatment and the Package Price to be provided to you under a Self-Pay Package or your indicated price where no package is applicable. 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 together with details about how to book a date for your procedure.



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

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

Self-Pay Package: the care, treatment or procedures to be carried out at a Circle Hospital, which we have detailed in the Treatment 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 Treatment Letter.

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

