

# Healthshare Terms & Conditions

This page tells you information about who we are, the different packages and payment options available to you, and the legal terms and conditions (“**Terms**”) on which we provide our services to you.

These terms only apply to private treatment offered by Healthshare. If you require treatment through the NHS, please click this link for further information on our website: [For NHS Patients – Healthshare](#).

## **Contents (click to navigate):**

1. [Terms and conditions](#)
2. [Self-pay: fixed price packages](#)
3. [Self-pay: standard rates](#)
4. [Insured patients](#)

## **1. Terms and conditions**

### **1. Information about us, the Admission Letter and payment process.**

- 1.1 You can find everything you need to know about us, Healthshare, including our contact information and enquiry form for all of our services on our website. Before you receive any treatment, we will confirm the key information to you in an **Admission Letter** as detailed below.
- 1.2 **Before attending the Clinic:** We will send you an **Admission Letter**. This letter will set out in detail the care and treatment and either the Package Price to be provided to you under the Self-Pay Package or an estimate for costs where the treatment is not included within a Self-Pay Package. The Admission Letter will also include confirmation of the date of your procedure.
- 1.3 **The pre-assessment process:** Following receipt of your **Admission Letter** and before your admission date, you may be asked to come to the Clinic for a pre-assessment or you may be offered a telephone consultation. 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.

- 1.4 **The pre-assessment may change your Package Price:** If, following the pre-assessment, it is considered 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 Admission 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 new **Admission 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, an estimate of the costs for your care. If we are not able to continue the surgery at all, we will tell you the reason(s) why.
- 1.5 **Your Package Price may change as a result of your pre-assessment:** The Package Price is not confirmed until you sign the registration form on admission to the Clinic for your procedure. Once confirmed and signed for, the price will not change.
- 1.6 **Consultants may charge separately:** If appropriate, your Admission Letter will contain information about whether your consultant will send you a separate invoice and collect their portion of the Package Price from you directly. Please see section 4 in these Terms about paying for consultancy fees separately.
- 1.7 **Please pay before you attend the Clinic:** We ask you to pay for the services before your admission to the Clinic. We may have to refuse admission and end our agreement if you have not paid us in full or if we are unable to process your payment, for example because the details you have given us are wrong. Your rights to a refund are set out in clause 2.
- 1.8 We won't charge you interest on late payments.
- 1.9 We will not pass on increases in VAT.
- 1.10 **Invoices:** You must pay each invoice within fourteen (14) days of the date of invoice. You can pay online, by post or over the phone. Details of our payment methods are given on our website: [www.healthshare.org.uk](http://www.healthshare.org.uk).
- 1.11 **If you have not made a booking:** You will still be sent a letter with our quotation together with details about how to book a date for your procedure, but you will always receive an Admission Letter confirming the Package Price

or an estimate for costs as relevant and the care and treatment you will be receiving.

- 1.12 **Our website has detailed information on our payment packages.** You can find further information on what is included and excluded from our packages on our website: [LINK].

## **2 Your legal right to change your mind.**

- 2.1 You are buying private healthcare services from us. You can change your mind and cancel your procedure at any time, but you must still pay for any treatment provided up to the time you cancel which will be charged at the Clinic's standard rates. Please note that if you cancel your appointment fewer than seven (7) days before the appointment or admission date, you may have to pay a cancellation fee as set out below.

- 2.2 **Cancellation Fee.** If you have to cancel your booking with fewer than seven (7) days before your appointment, you may be charged a cancellation fee of **£250**. We will tell you if the cancellation fee will be applied. The fee covers some of our costs in having to pay for healthcare professionals' time and our administrative costs of rearranging your appointment.

- 2.3 **How to let us know and what happens next.** If you change your mind, please just contact us on 0300 127 3229, or if you prefer you can fill in the model cancellation form set out in clause 11 online, or in paper form and post it to our address in clause 10. We will refund you as soon as possible and within 28 days of you telling us you've changed your mind. We will refund you by the method you used for payment. We don't charge a fee for the refund.

## **3 What happens if there are complications with my treatment (Self-Pay)**

- 3.1 **You are covered for six (6) months (subject to some exceptions).** Any Self-Pay Package Price and other non-packaged price covers any medical or surgical complications directly related to your surgery for up to six months following your discharge from the Clinic following the procedure to the extent described in clause, provided that:

3.1.1 such post-operative care and complications are treated at the Clinic; and

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

## **4 Consultants**

- 4.1 **You are under the care of a consultant:** While at one of the Healthshare clinics, 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. Healthshare staff, including nurses, will provide your care under your consultant's instructions.
- 4.2 **Consultants are independent from Healthshare:** Consultants involved in your care are independent practitioners, and they (not Healthshare) will be responsible for the care they give you. Healthshare does not employ the consultants, so, unless we advise you otherwise, your consultant will charge you separately for their services, including for the initial consultation.
- 4.3 **Our bill for your surgical procedure will include the consultant's fees:** Our bill under the Self-Pay Package will include consultancy fees while you are in the operating theatre. In this event, we are acting as the consultants' agent only in collecting those fees.
- 4.4 **Healthshare is not responsible for the consultant's actions:** Healthshare is not responsible for the acts or errors of consultants, anaesthetists, or other independent medical practitioners, and your consultant and their secretarial staff also do not have authority from us or the Clinic to quote for Clinic charges. Any Clinic prices mentioned by them are subject to written confirmation by the Clinic.
- 4.5 **You will be refunded if your treatment is cancelled by your consultant:** 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, or other non-packaged Self-pay services, we will refund your payment. You will not be required to pay for any care included in your Self Pay-Package that you received up until the point of cancellation;

## **5 When we can end our contract with you**

- 5.1 We can end our contract with you if:
- you don't make any payment to us when it's due and you still don't make payment within thirty (30) days of our reminding you that payment is due;
  - you don't, within a reasonable time of us asking for it, provide us with information or cooperation that we need to provide the services to you; or

- your consultant does not think it is in your best interest to perform the services for medical reasons. Where this happens, we will try to give as much notice to you as possible. Where possible, as appropriate, we will always try to rearrange any appointment or admission dates with you. If we are required to cancel the appointment, any advance payment you have made 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.

## **6 We don't compensate you for all losses caused by us**

6.1 We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Avoidable.** Something you could have avoided by taking reasonable action. For example, if you discharge yourself against your consultant's advice
- **A business loss.** These terms are only for your use as a consumer. Please contact us if you are a business user using the contact details in clause 12.

## **7 You have rights if there is something wrong with your treatment**

7.1 **Our complaints procedure:** If there is any problem with the services Healthshare provides, 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 Clinic for a leaflet about our complaints procedure. You can also find information on our website: [Complaints policy - Healthshare](#)

7.2 **You can also go to court.** If you are not happy with how we have handled your complaint, these terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

**Summary of your key legal rights**

You are receiving private clinical services, so the Consumer Rights Act 2015 says:

You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.

If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). Remember too that You have several options for resolving disputes with us.

## **8 We use your personal data as set out in our Privacy Notice**

8.1 How we use any personal data you give us is set out in our Privacy Notice: [Privacy - Healthshare](#)

## **9 Other important terms apply to our contract**

9.1 **We can transfer our contract with you, so that a different organisation is responsible for supplying your product.** We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract. If you're unhappy with the transfer you can contact us to end the contract within thirty (30) days of us telling you about it and we will refund you any payments you've made in advance.

9.2 **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

9.3 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

9.4 **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

## **10 Our contact and company details**

10.1 **We're happy to talk.** If you need to contact us, you can call on 01732 525935, or please use our enquiry form here: [Contact Us - Healthshare](#)

**Our company details are:** Healthshare (company number: 6896144), 20 Churchill Square, West Malling, Kent, ME19 4YU

## **11 Model cancellation form**

**(Complete and return this form only if you wish to withdraw from the contract)**

To: Healthshare (company number: 6896144), 20 Churchill Square, West Malling, Kent, ME19 4YU. Email: [Contact Us - Healthshare](#)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the supply of private medical services as set out in my Admission Letter.

Ordered on [\*/]/received on [\*/],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

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## 2. Self-Pay – Fixed Price Package

### 1 **Admission letter and Pre-assessment**

- 1.1 All of the information you need to know about your appointment, including your care and treatment, package price, method of payment and any times or dates will be set out in the Admission Letter we send to you. Please bring this along with you to your appointment, and let us know if you didn't receive the Admission Letter or have misplaced it.
- 1.2 Following receipt of your Admission Letter and before your admission date, you will be asked to come to the Clinic for a pre-assessment. Alternatively, you may be offered a telephone consultation. 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.
- 1.3 If, following the pre-assessment, it is considered 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 Admission 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 new Admission 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, an estimate of the costs for your care. If we are not able to continue the surgery at all, we will tell you the reason(s) why.
- 1.4 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.

- 1.5 Costs incurred that are not included in the Package Price will be charged at the Hospital's standard rates.

## **2 What is Included and Excluded in the Package Price**

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

- 2.1.1 any pre-operative assessment at the Hospital to determine your fitness for the procedure immediately prior to your admission, if necessary,
- 2.1.2 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 the Hospital,
- 2.1.3 your accommodation and meals at the Clinic for as long as you are required to stay at the Clinic (as advised by your consultant),
- 2.1.4 your nursing care while you are in the Clinic,
- 2.1.5 the Clinic's theatre fees, drugs and dressings while you are in the Clinic,
- 2.1.6 your consultant's or other healthcare professional's operating fee and anaesthetist's fee while you are in the Clinic,
- 2.1.7 any required prosthesis (approved by us) typically used for the procedure that you are having,
- 2.1.8 imaging, such as x-rays, pathology and histology needed after you have been admitted to the Clinic,

- 2.1.9 basic walking aids where clinically required (such as walking sticks or crutches and wheelchairs for use in the Clinic) but not home aids or larger items (such as stair lifts),
- 2.1.10 take-home drugs advised by your consultant for up to five (5) days after discharge and antibiotics for the stated period prescribed by your consultant,
- 2.1.11 up to six months consultant led post-operative care where clinically required by your consultant provided it takes place at the Clinic, including:
  - 2.1.12 removal of stitches, dressings or plaster, if required,
  - 2.1.13 any tests and scans, where clinically required,
  - 2.1.14 one follow-up consultation with your consultant, where clinically required, and
  - 2.1.15 treatment for any clinical complications, as we explain in clause 3, below.
- 2.2 The Self-Pay Package does not include any of the following:
  - 2.2.1 diagnostic tests or services received prior to your pre-operative assessment or admission, whichever is first, and these will be invoiced separately directly by your consultant or by us (as agent for your consultant),
  - 2.2.2 the consultant's or any other healthcare professional's fee for the initial outpatient consultation,

- 2.2.3 any care or treatment provided anywhere other than at the Clinic, including any NHS care or treatment, unless your care or treatment is being provided as part of your planned care pathway at the Clinic as described above in clause 2.1.2,
  - 2.2.4 any long-term care or treatment or care that is not related to your Self-Pay Package,
  - 2.2.5 any drugs or medication not included within the take-home drugs as described in clause 2.1,
  - 2.2.6 convalescence, treatment, accommodation or meals provided after your consultant has advised that you are fit for discharge,
  - 2.2.7 personal costs such as telephone charges, visitors' meals, and other sundries,
  - 2.2.8 ambulance fees,
  - 2.2.9 any replacement prosthesis or other items where required due to normal wear and tear, and
  - 2.2.10 any costs or fees not specified as included in clause 2.1 or in your Admission Letter, and any provision of any of the above will be charged separately to you at the Clinic's standard rates and you will be responsible for payment of those charges.
- 2.3 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 Clinic, even if you are not discharged from the Clinic, is not included in the Self-Pay Package.

### **3. Self-pay: Standard Rates**

**This section will apply if you are paying for your own care other than as part of a fixed price self-pay package.**

#### **1 Standard Rates**

- 1.1 If your care is not paid for by an insurer directly, is not covered by a Self-Pay Package then it must be paid by you in accordance with these Terms, you will be charged at the Clinic's standard rates and your Admission Letter (if relevant and in so far as possible) will confirm this. As noted in our Terms in section 4, unless otherwise indicated, your consultant will invoice you separately for the treatment they provide. Note that this includes treatment for clinical or other complications, which, if needed, will also be charged to you at the Clinic's standard rates.
- 1.2 We will give you an estimate of costs for your care in your Admission Letter. Please note that it is not always possible to give an exact estimate for the care you receive at a Clinic and the total cost may depend on a number of factors, including any other conditions you may have. We will always try to provide an accurate estimate and if the cost of your care is likely to exceed this estimate we will try to notify you as soon as possible. You are responsible for the payment of all care you receive at a Clinic, including any sundry items.
- 1.3 If you are an outpatient, you will need to pay for your care prior to or on the day you attend the Clinic. If you are admitted to the Clinic, 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 (7) days following discharge. Your Admission 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 the Clinic you may be asked to pay for your treatment in stages throughout your care. If your consultants' fees are not included in your invoice, you will need to settle these directly with your consultant.

## **4. Insured Patients**

### **1 You agree to pay for your care.**

1.1 Whilst you will remain responsible for the payment of your care, where you have private medical insurance:

1.1.1 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 1.1.3 below;

1.1.2 where we process your insurance claim and your insurer pays us direct, the rate agreed between Healthshare and your insurer (rather than the Clinic's standard rates) will apply to your care;

1.1.3 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; and

1.1.4 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.

- 1.2 It is your responsibility to confirm with your insurer in advance that your care is covered by your insurance policy; we cannot obtain any such confirmation on your behalf. While you are at a Healthshare Clinic, 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.
- 1.3 Healthshare will not be responsible for any insurer shortfall in cover. We recommend you confirm your policy limits with your insurer before you undertake your treatment.
- 1.4 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 Healthshare's performance of the contract between Healthshare and your insurer. Any audit undertaken by your insurer will be for the purpose of validating the accuracy of Healthshare's charges and assessing and assuring the quality of services provided by us.
- 1.5 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 insurance 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 clause 1.1.3 above.

- 1.6 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 certain medications, or it may only cover part of such costs. You will be required to pay for any such items not reimbursed by your insurer.
  
- 1.7 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 Healthshare or Healthshare and your insurer, the Clinic's standard rates will apply to your care.