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The Benenden Hospital Trust
Patient Terms and Conditions

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Benenden Hospital Trust Patient Terms and Conditions

1. Your contract with The Benenden Hospital Trust (BH)

- 1.1 These terms and conditions (“**Terms**”) together with the Letters and Forms BH have sent to you regarding your treatment or appointment form your contract with BH for your Treatment at the Hospital (“**Contract**”). By your attendance at BH you agree to be bound by the terms of the Contract.
- 1.2 Capitalised expressions used in these Terms are defined in section 6 below.
- 1.3 Our contact details are set out in section 6 below.
- 1.4 The terms of the Contract shall apply during the course of your Treatment. Please ensure you read these Terms and the Letters and Forms carefully.
- 1.5 If there is any conflict between these Terms and the Letters and Forms, these Terms will take precedence. If there is any conflict between the Contract and any marketing materials published by or on behalf of BH, the Contract will take precedence.
- 1.6 BH reserves the right to amend and/or update these Terms from time to time. However, changes to these Terms will only apply to any new Letters and Forms or Treatment that you receive. If you have already begun a course of Treatment you will be asked to agree to any new Terms before they come into effect in relation to that Treatment.
- 1.7 BH will make every effort to provide the Treatment as set out in your Letters and Forms. However, BH reserves the right to refuse your admission to the Hospital or to cancel or change the date of your admission to the Hospital for any reason, including, but not limited to, delays or cancellations as a result of an event outside BH control, for operational or technical reasons, or because your Consultant does not think it is in your best interests for you to proceed with the Treatment for medical reasons. Where this happens or where we refuse admission we will try to give as much notice as possible to you and, where appropriate, will liaise with you to arrange an acceptable alternative date to carry out your Treatment.

2. Insured Patients (Private Medical Insurance/Benenden Health)

- 2.1 This section will apply to you if your Treatment is covered by private medical insurance/healthcare cover.
- 2.2 Your Cover:
 - 2.2.1 Prior to booking your first consultation you will be responsible for checking with your provider that your policy covers the Treatment contemplated by you. Following confirmation with your provider, you will be required to provide us with your policy details and authorisation code.
 - 2.2.2 BH will not check with your provider that the policy is valid and provides appropriate cover.
 - 2.2.3 BH cannot under any circumstances, obtain any such confirmation on your behalf.

- 2.3 You will be responsible for ensuring that you keep BH and/or your provider up to date with any changes to your Treatment or your personal details. Please note that some providers use care guidelines that may not match the professional medical opinion of the Consultants, nursing staff and other medical professionals providing your Treatment. In some cases, this can mean that your provider may not pay for certain parts of the Treatment you receive, and you will be required to pay for that part of your Treatment yourself. You will need to check any such guidelines with your provider directly.
- 2.4 Irrespective of the provisions set out in section 2.5, you agree and acknowledge that you will remain responsible for payment for your Treatment.
- 2.5 Where you have private medical insurance/healthcare cover, the following provisions will apply:
- 2.5.1 It is your responsibility to ensure that you have provided BH and your provider with all the information BH and your provider require to process or validate the claim prior to starting your Treatment. If this information is incomplete or inaccurate, and BH is not paid by your provider for your Treatment, BH will invoice you direct for any such costs associated with the Treatment (which you agree to pay in accordance with section 2.5.4 and 2.7).
 - 2.5.2 Where BH processes your claim and your provider pays BH direct, the rate agreed between BH and your provider (rather than BH Standard Rates) will apply to your Treatment. For the avoidance of doubt, if no rate has been agreed between BH and your provider in respect of your Treatment, the BH Standard Rates will apply to your Treatment.
 - 2.5.3 If you pay for your Treatment and subsequently seek reimbursement from your provider, and if no other rate has been expressly agreed between you and BH, the BH Standard Rates will apply to your Treatment.
 - 2.5.4 You will remain responsible to BH for the balance of your account not paid by you/your provider.
 - 2.5.5 Where you/your provider fails to pay BH for some or all of your Treatment for any reason, BH will invoice you direct and, in accordance with section 2.7, you agree to pay for any such outstanding costs. In these circumstances, the costs payable by you shall be calculated according to BH Standard Rates.
 - 2.5.6 Where BH is unable to process your claim due to incomplete or inaccurate information being provided by you, BH will invoice you direct and, in accordance with section 2.7, you agree to pay for any such outstanding costs.
- 2.6 Please note that your policy may not cover the cost of Sundry Items or other items such as specialist equipment, for example crutches or wrist braces, or it may cover only part of such costs. You will be required to pay BH for any items (including but not limited to those items set out in this section (2.6) that are not reimbursed by your provider, and you will be invoiced for these items in accordance with the provisions set out in section 2.7.
- 2.7 Where BH invoice you directly for your Treatment, or an element of it, you agree to pay BH the amount invoiced without deduction or set-off. You should contact BH immediately if you believe the invoice to be incorrect or invalid.

3. Self-pay Fixed Price Package

- 3.1 This section will apply to payment for your Treatment where you are paying yourself and your Treatment Costs Pro Forma states that BH have offered you a Fixed Price Package.

- 3.2 You will be sent a Treatment Costs Pro Forma at the time of booking that will confirm what Treatment you will receive at the Hospital, how much you will pay for that Treatment and how you will pay for the Treatment. Please ensure you read the Treatment Costs Pro Forma carefully.
- 3.3 The Treatment Costs Pro Forma will set out details of the costs which you will be required to pay in full and in cleared funds 7 days in advance of the commencement of your Treatment and how to make payment. Failure to pay may result in you being refused admission.
- 3.4 Unless agreed otherwise, your Fixed Price Package includes;
- 3.4.1 All Consultant and anaesthetist fees for the duration of your stay including any pre-admission tests such as pre-admission blood tests but **not** including your initial consultation/s and any pre-admission tests which relate solely to investigations for suitability for a procedure such as MRI or CT scans or review by a cardiology or consultant in relation to any other conditions;
 - 3.4.2 All surgical equipment costs;
 - 3.4.3 Fees for follow-up consultations after a procedure, as clinically required. This will be for one appointment only unless otherwise agreed;
 - 3.4.4 All patient services including meals, accommodation and nursing for you, and theatre charges;
 - 3.4.5 Charges for the standard prosthesis, where required, and replacement of this prosthesis if it fails post operatively (subject to the manufacturer's warranty);
 - 3.4.6 All drugs and other clinical materials needed for your procedure;
 - 3.4.7 Critical care charges, including any transfers to NHS critical care facilities;
 - 3.4.8 Any re-admission to the Hospital for clinical complications arising from the original procedure included within the Treatment.
- 3.5 The following items are **not** included in the Fixed Price Package:
- 3.5.1 Your initial consultation/s and any tests carried out at the time of that consultation.
 - 3.5.2 Sundry Items, including, but not limited to, your guests' food and beverages.
 - 3.5.3 Elective stay at the Hospital after your consultant has declared you ready to be discharged.
 - 3.5.4 Treatment or investigations of any other conditions identified at pre-assessment.
 - 3.5.5 Any treatment received at other hospitals or clinics, including any NHS care or treatment, unless your care or treatment is being provided as part of your planned care pathway at the Hospital.
 - 3.5.6 Ongoing care at home.
 - 3.5.7 Any revision procedure which is not clinically required.
 - 3.5.8 Anything else not covered in section 3.4 above.
- 3.6 If you have not paid for the items listed in section 3.5, at the time of receipt or otherwise, you will be asked to pay for these separately when you are discharged. These will be charged at BH Standard Rates.
- 3.7 If you decide not to go ahead with your Treatment, you should inform BH in writing or by contacting BH by telephone as soon as possible. BH reserve the right to charge a 100% cancellation fee if you cancel within 7 days of your scheduled admission date. If your Treatment has already commenced, you will be required to pay for the services that you have received up until the point of cancellation. You will be invoiced directly for the costs of services already received which you should pay within

14 days of the date of the invoice. The costs of services received will be charged at BH Standard Rates.

- 3.8 If you have already paid for your Treatment, BH will refund your payment, less any amount that you owe to the Hospital for any part of the Treatment already provided to you. This will be charged at BH Standard Rates. Please note that BH will only process the refund to the cardholder or person who made the original payment for the Treatment to BH.
- 3.9 If your Consultant cancels your Treatment because they consider it is not in your best interests for medical reasons to proceed, and you have already paid for your Treatment, BH will refund your payment less the costs of any part of your Treatment that you have already received up until the point of cancellation by the Consultant. This will be charged at BH Standard Rates.
- 3.10 If your stay in Hospital is shorter than anticipated, you will not be entitled to receive a refund of any portion of your Fixed Price Package under any circumstances.
- 3.11 You agree that the decision as to whether you are fit for discharge ultimately rests with your Consultant.
- 3.12 If, with the agreement of BH, you decide to stay in Hospital beyond the date your Consultant considers it is appropriate for you to be discharged, or if you require further services that are not covered by your Treatment, you will be charged at BH Standard Rates, from the date which your Consultant initially considered it appropriate for you to be discharged until the date you were actually discharged.
- 3.13 If you discharge yourself earlier than expected against the advice of your Consultant, no further services will be provided to you as part of the Fixed Price Package and no refund will be given to you.

4. Self-pay Other

- 4.1 This section will apply if you are paying for Treatment other than as part of a Fixed Price Package (under section 3).
- 4.2 If you have been referred to a Consultant at the Hospital or to the Hospital for treatment (e.g. for a procedure) or tests (e.g. blood tests, x-rays and scans), you will pay BH Standard Rates.
- 4.3 Upon request, the Hospital will give you an estimate of costs for your Treatment. Please note that it is not always possible to give an exact price for the Treatment you receive at the Hospital and the total cost may depend upon a number of factors, including any other conditions you may have. You are responsible for the payment of all Treatment you receive at the Hospital, including any sundry items.
- 4.4 The costs for your Treatment will have been set out in your pre-admission documents. You will be required to pay in full and in cleared funds 7 days in advance of the commencement of your Treatment. Failure to pay may result in you being refused admission.
- 4.5 The costs of Treatment received will be charged at BH Standard Rates.

- 4.6 If you decide not to go ahead with your Treatment, you should inform BH in writing or by contacting BH by telephone as soon as possible. BH reserve the right to charge a 100% cancellation fee if you cancel within 7 days of your scheduled admission date. If your Treatment has already commenced, you will be required to pay for the services that you have received up until the point of cancellation. You will be invoiced directly for the costs of services already received which you should pay within 14 days of the date of the invoice. The costs of services received will be charged at BH Standard Rates.
- 4.7 If you have already paid for your Treatment, BH will refund your payment, less any amount that you owe to the Hospital for any part of the Treatment already provided to you. This will be charged at BH Standard Rates. Please note that BH will only process the refund to the cardholder or person who made the original payment for the Treatment to BH.
- 4.8 If your Consultant cancels your Treatment because they consider it is not in your best interests for medical reasons to proceed, and you have already paid for your Treatment, BH will refund your payment less the costs of any part of your Treatment that you have already received up until the point of cancellation by the Consultant. This will be charged at BH Standard Rates.
- 4.9 If your stay in Hospital is shorter than anticipated, you will not be entitled to receive a refund under any circumstances.
- 4.10 You agree that the decision as to whether you are fit for discharge ultimately rests with your Consultant.
- 4.11 If, with the agreement of BH, you decide to stay in Hospital beyond the date your Consultant considers it is appropriate for you to be discharged, or if you require further services that are not covered by your Treatment, you will be charged at BH Standard Rates, from the date which your Consultant initially considered it appropriate for you to be discharged until the date you were actually discharged.
- 4.12 If you discharge yourself earlier than expected against the advice of your Consultant, no further services will be provided to you as part of your Treatment and no refund will be given to you.

5. NHS Patients

- 5.1 This section will apply if you are an NHS patient and BH is providing Treatment to you on behalf of the NHS.
- 5.2 The cost of your Treatment is paid by the NHS. However, the NHS may not pay for person personal items incidental to your Treatment, including Sundry Items. If the NHS does not cover any Sundry Items, or it only covers part of the cost, you will be responsible for the payment of those costs that are not paid for by the NHS.

6. General Terms and Conditions: For all patients

6.1 Introduction

This section applies to all patients.

6.2 Your Treatment

6.2.1 While the Hospital and your Consultants will do their best to ensure a satisfactory outcome, you acknowledge and accept that no clinical procedure or treatment is entirely risk-free, and the results cannot be guaranteed.

6.2.2 If you think there is any problem with the Services, we provide please contact us and tell us as soon as possible. We will investigate the problem in accordance with our complaints procedure and try to address any issues as soon as we can. Please ask a member of staff for our complaints procedure or visit www.benendenhospital.org.uk.

6.2.3 You have legal rights in relation to the Treatment not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Nothing in the Contract will affect those legal rights.

6.3 Complications

6.3.1 BH will cover the cost of treating any complications at Hospital where those complications arise directly as a result of the Treatment, provided you have followed the advice of your Consultant(s) and any other medical professionals involved in your Treatment.

6.3.2 Whether a complication is clinically connected to any Treatment you have received will be decided by your Consultant. The treatment for any complications includes any consultations, out-patient, day-care and inpatient treatment which your Consultant says you need and which the Hospital agrees to provide.

6.3.3 Where complications occur as a result of you not following the advice given by your Consultants, and/or any other medical professionals involved in your Treatment, or the complications are not a direct result of the Treatment, you will be required to pay for the costs of any further treatment yourself. This will be charged at BH Standard Rates.

6.4 Treatment by Consultants

The following provisions apply in relation to your Treatment from Consultants:

6.4.1 While receiving Treatment at the Hospital, you will be under the care of the Consultant you have been referred to, who may also involve other Consultants in your Treatment if appropriate. BH staff, including nurses, providing services during your Treatment will do so under your Consultant's instructions.

6.4.2 Consultants involved in your Treatment are independent practitioners and are not employees of BH. **Accordingly, BH will not be liable for any act or omission of a Consultant (or the company or partnership that employs or engages the Consultant).**

6.4.3 Your Consultant and their secretarial staff do not have authority from BH to provide a quote for any Hospital charges. Any such charges mentioned by them are subject to written confirmation by BH.

6.5 Cancellations

BH reserve the right to charge a 100% cancellation fee if you cancel any appointment with BH within 7 days of your scheduled appointment or admission date, details of which shall be provided to you by BH should BH wish to exercise their right. A cancellation fee may be based on any Treatment that you have received up to the point of cancellation and/or any other reasonable costs that the Hospital has incurred.

6.6 Your details and property

- 6.6.1 You will be required to keep BH updated of any changes in your contact details as BH will correspond with you at your last known contact details. BH will regard notices as served on you on the third working day after BH post a letter to you, or on completion of a fax transmission or email.
- 6.6.2 While BH will take all reasonable care to ensure the safety of your belongings, BH will not accept any responsibility for the theft or loss of, or damage to, any of your or your visitors' property that you bring to the Hospital.

6.7 Payment

- 6.7.1 If you do not pay BH in accordance with any valid invoice received by you within the time limits specified, BH may refuse to provide any remaining Treatment to you with immediate effect until you have paid BH the outstanding amounts due from you.
- 6.7.2 You are responsible for settling the cost of your Treatment before you are admitted or upon leaving the Hospital. We will ask you for your credit or debit card details when you come into the Hospital or when you make your appointment. You understand that we will keep these details until the costs of your Treatment have been paid in full by Private Medical Insurance/Benenden Health, yourself or the NHS which could be for up to six months after the last date of your Treatment or other appointment with your Consultant. If you have not paid before you leave the Hospital, you agree that we can debit the outstanding balance and any cancellation fees from your card upon at least 7 days of notice to you.

6.8 Liability

- 6.8.1 In addition to section 6.6.2., BH are not responsible for the acts and omissions of any person or persons not employed by BH such as independent medical practitioners or the company or partnership employing, engaging or being responsible for that person, involved in your Treatment.
- 6.8.2 For the avoidance of doubt, nothing in these Terms will exclude or limit BH liability for death or personal injury arising from BH negligence or for any fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by English law.

6.9 Events Outside BH Control

- 6.9.1 BH will not be liable or responsible for any failure to perform, or delay in performance of, any of BH obligations under these Terms that are caused by an event outside BH reasonable control.
- 6.9.2 If an event outside BH reasonable control takes place that affects the performance of BH obligations under the Contract, BH will take reasonable steps to contact you as soon as possible to notify you. In these circumstances, BH's obligations under the Contract will be suspended and time for performance of BH obligations shall be extended for the duration of the event outside BH reasonable control.
- 6.9.3 You may cancel the Contract if an event outside our reasonable control takes place and you no longer wish us to provide the Treatment. Please see your cancellation rights under section 6.5.

6.10 General

6.10.1 Severability

6.10.1.1 If any provision or part-provision of these Terms is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of these Terms.

6.10.1.2 If either of us gives notice to the other of the possibility that any provision or part-provision of these Terms is invalid, illegal or unenforceable, we agree that we shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended result of the original provision.

6.10.2 Changes in Applicable Law

You acknowledge and accept that Applicable Law may change and thereby prevent BH from providing certain Treatment to you. If such a change occurs and the change has an effect on your Treatment, then BH shall contact you to inform you of the change and the consequences of the change.

6.10.3 Assignment of Agreement

Subject to any restrictions or requirements imposed by Applicable Law, BH may transfer and assign this Agreement to any person who acquires all or substantially all of the business or assets of BH.

6.10.4 Third Party Rights

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

6.10.5 Variation

No variation of these Terms shall be effective unless it is in writing and accepted by both parties.

6.10.6 Waiver

No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6.10.7 Governing Law

These Terms are governed by and shall be construed in accordance with English Law and the English Courts shall have exclusive jurisdiction.

6.10.8 Data Protection

Your rights under the Data Protection Act 2018 are explained in our Data Privacy and Processing Notice, which is available at www.benendenhospital.org.uk.

7. Definitions

“**Admission Letter**” means the letter BH have sent to you regarding your treatment or appointment.

“Applicable Law” means any and all laws, regulations, guidelines and professional obligations applicable to the provision of Treatment or the performance of services for you, including without limitation the requirements as regards treatment, procurement, research and storage of reproductive material.

“Appointment Letter” means a letter we have sent to you to arrange an appointment for you.

“BH”, “we” or “us” means the Benenden Hospital Trust a private company limited by guarantee registered in England with number 03454120 and whose registered office is at Goddards Green Road, Benenden, Cranbrook, TN17 4AX.

Address: Benenden Hospital, Goddards Green Road, Benenden, Cranbrook, TN17 4AX

Email: KentReception@benenden.org.uk

Telephone: **01580 240333**

“BH Letters and Forms” means Admissions Letters, Appointment Letters, PR Forms, Treatment Costs Pro Formas and Standard Rates.

“Consultants” means all medical consultants, surgeons and anaesthetists involved in your Treatment (including those doing so on behalf of a company or partnership).

“Contract” means these Terms together with the Letters and Forms that BH have sent to you regarding your treatment or appointment which form your contract with BH for your treatment at the Hospital.

“Fixed Price Package” means the total price payable for a specific Treatment package which will be set out in the Treatment Costs Pro Forma.

“Private Care” means if you are a Private Patient but, owing to various reasons, we are not able to provide a Fixed Price Package for the Treatment you will receive.

“PR Form” means the patient registration form you have completed.

“Private Patients” means all patients that are not NHS patients and includes patients who are covered by medical insurance and patients who are paying for their own treatment, whether by way of an insurance policy or otherwise.

“Standard Rates” means the BH standard rates for services from time to time, details of which are available on request.

“Sundry Items” means personal items incidental to your Treatment, including meals and beverages for your visitors and phone calls, cost of newspapers etc.

“Terms” means these terms and conditions.

“Treatment Costs Pro Forma” means the document provided to you which sets out your Treatment details including how much your Treatment will cost and how and when you will pay for it.

“Treatment” means all and any appointment(s), consultations, care, treatment, diagnosis, procedures and goods (including Sundry Items) provided to you by and at the Hospital including all services detailed in the Admissions Letter and in any subsequent related follow-up services set out in updated Letters and Forms or other correspondence or communication.