



# Patient terms and conditions

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# Patient terms and conditions

## 1. Your Contract with KIMS Hospital

1.1 These Terms together with the registration form ("Registration Form") and, if applicable, the letter KIMS Hospital have sent to you regarding your treatment (the "Treatment Letter") form your contract with KIMS Hospital for your treatment at the Hospital ("Contract"). By signing the Registration Form, you agree to be bound by the terms of the Contract.

1.2 The terms of the Contract shall apply throughout the course of and during the time you receive Care from KIMS Hospital. Please ensure you read these Terms, the Registration Form, and any applicable Treatment Letter carefully.

1.3 If there is any conflict between these Terms and the Treatment Letter or Registration Form, these Terms will take precedence. If there is any conflict between the Contract and any marketing materials published by or on behalf of KIMS Hospital, the Contract will take precedence.

1.4 KIMS Hospital 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 episode of Care or Treatment Package that you receive. If you have already begun a Treatment Package you will be asked to agree to any new Terms before they come into effect in relation to your Care or Treatment Package.

1.5 KIMS Hospital will make every effort to provide the Care or treatment as set out in

your Treatment Letter. However, KIMS Hospital reserves the right to refuse your admission or to cancel or change the date of your admission for any reason, including, but not limited to, delays or cancellations as a result of an event outside KIMS Hospital's 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 Care or 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 will liaise with you to arrange an acceptable alternative date to carry out your Treatment Package.

1.6 If you are a patient who is not ordinarily resident in the UK, you will be liable to pay charges if you require NHS treatment whilst in the UK, whether related to your Care at KIMS Hospital or not. In these circumstances, by signing a Registration Form and agreeing to these Terms, you confirm that you have leave to enter the UK, that you meet all relevant immigration criteria and that you have made adequate arrangements to pay for your Care. KIMS Hospital may contact the Home Office or UK Border Agency (as relevant) to the extent necessary to clarify any information regarding your leave to enter or remain in the UK in connection with your Care. You are only eligible for Self Pay: Other (please see Part C) and not eligible for Self Pay Guarantee.

1.7 Should you require a copy of KIMS Hospital Standard Rates, a copy of this will be

provided to you in electronic format within 20 working days of a written request by you.

## 2. Part A – Insured Patients

2.1 This section will apply to you if your Care is covered by private medical insurance.

### 2.2 Your Insurance Cover

2.2.1 Prior to booking your first consultation you will be responsible for checking with your insurer that your insurer's policy covers the Care contemplated by you. Following confirmation with your insurers, you will be required to include the policy details on the Registration Form.

2.2.2 KIMS Hospital will not check with your insurers that the policy is valid and provides appropriate cover.

2.2.3 KIMS Hospital will not under any circumstances, obtain any such confirmation on your behalf.

2.2.4 Prior to any date of procedure or an inpatient appointment, KIMS Hospital will check with your insurers they have approved the procedure, appointment or relevant Treatment Package and that the insurer will accept the cost of it. KIMS Hospital will discuss any issues regarding insurer approval or cost with you.

2.3 You will be responsible for ensuring that you keep KIMS Hospital and/or your insurer up to date with any changes to your Treatment Package or your personal details. Please note that some insurers use care guidelines that may not match the professional medical opinion of the Consultants, nursing staff and other medical professionals providing your Care. In some cases this can 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. You will need to check any such guidelines with your insurer directly.

2.4 Irrespective of the provisions set out in paragraph 2.5, you agree to and acknowledge that you will remain responsible for payment for your care, treatment, diagnosis, procedures, services (including Sundry Items) and goods provided by KIMS Hospital (together, your "Care").

2.5 Where you have private medical insurance, the following provisions will apply:

2.5.1 As set out in paragraph 2.2.4, KIMS Hospital will check that the procedure or Treatment Package has been authorised by your insurer prior to the date of the first procedure or an inpatient appointment. It is your responsibility to ensure that you have provided KIMS Hospital and your insurer with all the information KIMS Hospital and your insurer require in order to process or validate the claim prior to starting your

Care or Treatment Package. If this information is incomplete or inaccurate, and KIMS Hospital is not paid by your insurers for your Care or Treatment Package, KIMS Hospital will either invoice you direct for any such costs associated with the Care (which you agree to pay in accordance with paragraph 2.5.4 and 2.7) or will debit the relevant balance from your credit or debit cards (in accordance with paragraph 7.5 below).

2.5.2 Where KIMS Hospital processes your insurance claim and your insurer pays KIMS Hospital direct, the rate agreed between KIMS Hospital and your insurer (rather than KIMS Hospital Standard Rates) will apply to your Care. For the avoidance of doubt, if no rate has been agreed between KIMS Hospital and your insurer in respect of your Care, the KIMS Hospital Standard Rates will apply to your Care

2.5.3 If you pay for your Care and subsequently seek reimbursement from your insurer, and if no other rate has been expressly agreed between you and KIMS Hospital, the KIMS Hospital Standard Rates will apply to your Care.

2.5.4 You will remain responsible to KIMS Hospital for the balance of your account not paid by you/your insurer.

2.5.5 Where you/your insurer fails to settle KIMS Hospital's invoices (or any part of them) for any reason within 30 days of the date of issue, KIMS Hospital will assume that the outstanding amount will not be paid by your insurer and will invoice you direct in accordance with paragraph 2.7 or debit the relevant balance from your credit or debit cards in accordance with paragraph 7.5 below and you agree to pay for any such outstanding costs. In these circumstances, the costs payable by you shall be calculated according to KIMS Hospital Standard Rates.

2.5.6 Where KIMS Hospital is unable to process your insurance claim due to incomplete or inaccurate information being provided by you, KIMS Hospital will invoice you direct in accordance with paragraph 2.7 or debit the relevant balance from your credit or debit cards in accordance with paragraph 7.5 below and you agree to pay for any such outstanding costs.

2.6 Please note that your insurance 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 KIMS Hospital for any items (including but not limited to those items set out in

this paragraph 2.6) that are not reimbursed by your insurers and you will be invoiced for these items in accordance with the provisions set out in paragraph 2.7 or 7.5.

2.7 Where KIMS Hospital invoice you for your Care or an element of it directly, you agree to pay KIMS Hospital the amount invoiced within 7 days of the date of the invoice without deduction or set-off. You should contact KIMS Hospital immediately if you believe the invoice to be incorrect or invalid.

### 3. Part B – Self-Pay Guarantee

3.1 This section will apply to your Care or Treatment Package if you are paying for your own Care and your Treatment Letter states that KIMS Hospital have offered you a fixed price under the 'Self-Pay Guarantee'.

3.2 You will have been sent a Treatment Letter that will confirm what Care (including all treatment or procedures) you will receive at the Hospital ("**Treatment Package**"), how much you will pay for that Treatment Package ("**Fixed Price**") and how you will pay for the Treatment Package. Please ensure you read the Treatment Letter carefully.

3.3 The Treatment Letter will set out payment contact details and details of the costs which you will be required to pay in full and in cleared funds in advance of the commencement of Treatment Package and within 14 days of the date of the

Treatment Letter. Failure to pay as above may result in you being refused admission.

### What is included in your Fixed Price, under the Self-Pay Guarantee

3.4 All of the Care related to your Treatment Package, as set out in your Treatment Letter, is included in the Fixed Price.

3.5 Unless agreed otherwise, your Fixed Price includes;

3.5.1 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 any pre-admission tests which relate solely to investigations for suitability for a procedure such as MRI or CT scans or review by a cardiologist or consultant in relation to any other conditions;

3.5.2 All surgical equipment costs;

3.5.3 Fees for follow-up consultations after a procedure, as clinically required. This will be for one appointment only unless otherwise agreed;

3.5.4 All patient services including meals, accommodation and nursing for you, and theatre charges;

3.5.5 Charges for the standard

prosthesis, where required, and replacement of this prosthesis if it fails post operatively (subject to the manufacturer's warranty);

3.5.6 All drugs and other clinical materials needed;

3.5.7 Enhanced care charges, including any transfers to NHS critical care facilities;

3.5.8 All treatment you clinically require after your discharge from KIMS Hospital, such as physiotherapy, removal of stitches, or scans; and

3.5.9 Any re-admission to KIMS Hospital for clinical complications arising from the original procedure included within the Treatment Package.

### **What is not included in your Fixed Price, under the Self-Pay Guarantee**

3.6 The following items are not included in the Fixed Price:

3.6.1 Diagnostic tests or services received prior to your pre-assessment or pre-admission, whichever is first.

3.6.2 The Consultant's or any other healthcare professional's fees for outpatient appointments prior to a procedure. The invoice for these

items will usually be sent directly to you by your Consultant's secretary.

3.6.3 Miscellaneous expenses, including, but not limited to, your guests' food and beverages.

3.6.4 Elective stay at the Hospital after your consultant has declared you ready to be discharged.

3.6.5 Treatment or investigations of any other conditions identified at pre-assessment.

3.6.6 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.

3.6.7 Ongoing care at home.

3.6.8 Any revision procedure which is not clinically required.

3.6.9 Anything else not covered in paragraph 3.5 above.

3.7 If you have not paid for the items listed in paragraph 3.6, you will be asked to pay for these separately at the KIMS Hospital Standard Rates (if applicable) and will be invoiced for these items from KIMS Hospital which you will be required to pay within 14 days of the date of the invoice.

### **What happens if you decide not to go ahead?**

3.8 If you decide not to go ahead with your Treatment Package, you should inform KIMS Hospital in writing or by contacting KIMS Hospital by telephone as soon as possible. If your Treatment Package has already commenced, you will be required to pay for the Care that you have received up until the point of cancellation. You will be invoiced directly for the costs of Care already received which you should pay within 14 days of the date of the invoice. KIMS Hospital reserves the right to debit the sums due from your credit or debit card in accordance with paragraph 7.5. The costs of Care received will be charged at KIMS Hospital Standard Rates.

3.9 If you have already paid for your Treatment Package, KIMS Hospital will refund your payment, less any amount that you owe to the Hospital and/or the Consultant for any Care or any part of the Treatment Package already provided to you. This will be charged at KIMS Hospital Standard Rates. Please note that KIMS Hospital will only process the refund to the cardholder or person who made the original payment for the Treatment Package to KIMS Hospital.

3.10 If your Consultant cancels your Treatment Package because they consider it is not in your best interests for medical reasons to proceed, and you have already paid for your Treatment

Package, KIMS Hospital will refund your payment less the costs of Care or any part of your Treatment Package that you have already received up until the point of cancellation by the Consultant. This will be charged at KIMS Hospital Standard Rates.

### **What happens if your stay is shorter than expected?**

3.11 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 under any circumstances.

### **What happens if you suffer any complications after your clinical procedure?**

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

3.13 The Fixed Price includes the cost of treating any complications at KIMS Hospital where those complications arise directly as a result of the procedure or treatment you receive as part of your Treatment Package provided that you have followed the advice of your Consultants and any other medical professionals involved in your Care following the procedure or treatment.

3.14 Whether a complication is clinically

connected to any procedure or treatment you have received within your Treatment Package will be decided by your Consultant. The treatment for any complications includes any consultations, outpatient, day-care and in-patient treatment which your Consultant says you need and which the Hospital agrees to provide.

3.15 If you have not followed the advice of your Consultants and/or any other medical professionals involved in your Care following the procedure or treatment, or the complications do not arise directly out of the procedure or treatment you receive as part of your Treatment Package, you will be required to pay for the costs of any further treatment which shall not be included in the Fixed Price. You will be invoiced for that treatment which you must pay within 7 days of the date of the invoice, failing which KIMS Hospital reserves the right to debit the costs from your credit or debit card in accordance with paragraph 7.5. This will be charged at KIMS Hospital Standard Rates.

### **What happens if you decide to stay in Hospital longer?**

3.16 You agree that the decision as to whether you are fit for discharge ultimately rests with your Consultant.

3.17 If, with the agreement of KIMS Hospital, 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

Care that is not covered by your Treatment Package, you will be charged at KIMS Hospital Standard Rates, from the date which your Consultant initially considered it appropriate for you to be discharged until the date you were actually discharged.

### **What happens if you decide to leave the Hospital earlier than agreed?**

3.18 If you discharge yourself earlier than expected against the advice of your Consultant, no further Care will be provided to you as part of the Fixed Price and no refund will be given to you.

## **4. Part C – Self-Pay: Other**

4.1 This section will apply if you are paying for your own Care other than as part of a Treatment Package (under paragraph 3) or by private medical insurance (under paragraph 2).

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) or other Care, you will pay KIMS Hospital Standard Rates. As noted in paragraph 6.2 below, unless otherwise indicated, your Consultant will invoice you separately for the treatment he or she provides you.

4.3 Upon request, the Hospital will give you an estimate of costs for your Care. Please note that it is not always possible to give an exact estimate for the Care you receive at

the Hospital and the total cost may depend on a number of factors, including any other conditions you may have. You are responsible for the payment of all Care you receive at the Hospital, including any Sundry Items.

4.4 If you are an inpatient, you will need to pay for your Care prior to the date of your admission to the Hospital. The costs for your Care will have been set out in your Treatment Letter, which will not include the cost of any consultations with your Consultant. You will be billed separately for any Consultant costs.

4.5 If you are an outpatient, prior to receiving any treatment or Care, you will receive a Registration Form to complete in which you will be advised of self-pay rates and further information regarding payment of costs. You will be advised of the actual cost of the treatment or Care you have received by letter following which you will be billed 7 days later. Your Consultants' fees will not be included in your letter/invoice. You will need to settle these costs directly with your Consultant for which you will be invoiced separately by the Consultant.

4.6 KIMS Hospital reserves the right to debit the sums due from your credit or debit card in accordance with paragraph 7.5. The costs of Care received will be charged at KIMS Hospital Standard Rates.

4.7 While the Hospital and your Consultants will do their best to ensure a satisfactory outcome, you acknowledge that no clinical

procedure or treatment is entirely risk-free and the results cannot be guaranteed.

4.8 If you are an inpatient who has received a procedure from KIMS Hospital, KIMS Hospital will cover the cost of treating any complications at KIMS Hospital where those complications arise;

4.8.1 within 30 days of the date of the procedure you have received; and

4.8.2 directly as a result of the procedure or treatment you have received from KIMS Hospital.

KIMS Hospital will only cover the cost of the complications where you have followed the advice of your Consultants and any other medical professionals involved in your Care following the procedure or treatment.

4.9 Whether a complication is clinically connected to any procedure or treatment you have received within the Care received by KIMS Hospital will be decided by your Consultant. The treatment for any complications includes any consultations, outpatient, day-care and in-patient treatment which your Consultant determines you need and which the Hospital agrees to provide.

4.10 If you have not followed the advice of your Consultants and/or any other medical professionals involved in your Care following the procedure or treatment, or the complications do not arise directly out of the

procedure or treatment you receive as part of your Care, you will be required to pay for the costs of any further treatment yourself. You will be invoiced for that treatment which you must pay within 7 days of the date of the invoice, failing which KIMS Hospital reserves the right to debit the costs from your credit or debit card in accordance with paragraph 7.5. This will be charged at KIMS Hospital Standard Rates.

## 5. Part D – NHS Patients

5.1 Paragraph 5 will apply to you if you are an NHS Patient and KIMS Hospital is treating you on behalf of the NHS.

5.2 The costs of your Care and all Consultant fees will be paid for by the NHS. However the NHS is unlikely to pay for personal items incidental to your Care, 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.

5.3 KIMS Hospital will ask you for your credit or debit card details when you arrive at the Hospital and you understand that KIMS Hospital will keep these details until the cost for all Sundry Items (including Sundry Items provided in any subsequent visits to Hospital) have been paid in full by you. KIMS Hospital will provide you with an invoice for any Sundry Items you receive and you must settle your invoice in full within 7 days and no later than the day of discharge. KIMS Hospital reserves

the right to debit the costs of all Sundry Items from your credit or debit card(s).

## **6. Part E – General Terms and Conditions: For all Private Patients**

6.1 This paragraph 6 applies to all Private Patients.

6.2 The following provisions apply in relation to your Care from Consultants;

6.2.1 While receiving Care 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 Care if appropriate. KIMS Hospital staff, including nurses, will provide your Care under your Consultant's instructions.

6.2.2 Other than as part of the Self-Pay Guarantee, KIMS Hospital does not usually charge for any Consultant's fees. These will be charged separately to you by the Consultant except where KIMS Hospital expressly agrees to collect the Consultant's charges in which case it does so only as agent on behalf of the Consultant for that purpose only;

6.2.3 KIMS Hospital are not responsible for the acts and omissions of any Consultant, anaesthetist or other

independent medical practitioner not employed by KIMS Hospital involved in your Care;

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

6.3 KIMS Hospital reserve the right to charge a cancellation fee of £50.00 if you cancel any appointment with KIMS Hospital within 7 days of your scheduled appointment or admission date, details of which shall be provided to you by KIMS Hospital should KIMS Hospital wish to exercise their right to charge you a cancellation fee.

## **7. Part F – General Terms and Conditions: All Patients**

7.1 This section applies to all patients, including Private Patients and NHS patients.

7.2 Unless these Terms or your Treatment Letter (if applicable) provide otherwise, the KIMS Hospital Standard Rates will apply to your Care.

7.3 You will be required to keep KIMS Hospital updated of any changes in your contact details as KIMS Hospital will correspond with you at your last known contact details. KIMS Hospital will regard

notices as served on you on the third working day after KIMS Hospital post a letter to you, or on completion of a fax transmission or email.

7.4 While KIMS Hospital will take all reasonable care to ensure the safety of your belongings, KIMS Hospital 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.

7.5 You are responsible for settling the cost of your Care. KIMS Hospital will ask you for your credit or debit card details when you arrive at the Hospital or when you make your appointment which you agree to provide. KIMS Hospital will swipe and store your credit and/or debit card details until the costs of your Care including Sundry Items (and including Care provided in any subsequent visits to Hospital) have been paid in full by your insurer, yourself or the NHS (as applicable). If you have not paid for your Care before you leave the Hospital, you agree and provide consent for KIMS Hospital to debit the outstanding balance from your card upon 7 days of providing an invoice to you.

7.6 If you do not pay KIMS Hospital in accordance with any valid invoice received by you within the time limits specified, KIMS Hospital may refuse to provide any remaining Care to you with immediate effect until you have paid KIMS Hospital the outstanding amounts due from you.

7.7 Where a person signs a Registration Form

as a parent or guardian on behalf of a child under the age of 18 who is under their care, they agree that they will be bound by these Terms, even if that child breaches, or is not bound by, any part of these Terms. In these circumstances, the references in these Terms to:

7.7.1 "you" shall include, as well as the child, the parent or guardian of such child in so far as such references relate to any obligation to pay for any Care provided by KIMS Hospital to that child or such references which appear in Paragraph 7, Part F (Other Terms and Conditions: All Patients) or in Paragraph 1 these Terms; and

7.7.2 "your" shall include, as well as the child, the parent or guardian of such child in respect of any references which appear in these Terms.

## **8. Severability**

8.1 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 paragraph shall not affect the validity and enforceability of the rest of these Terms.

8.2 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.

## **9. Changes in Applicable Law**

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

## **10. Force Majeure**

10.1 KIMS Hospital will not be liable or responsible for any failure to perform, or delay in performance of, any of KIMS Hospital obligations under these Terms that are caused by an event outside KIMS Hospital's reasonable control.

10.2 If an event outside KIMS Hospital's reasonable control takes place that affects the performance of KIMS Hospital's obligations under these Terms, KIMS Hospital will take reasonable steps to contact you as soon as possible to notify you. In these circumstances, KIMS Hospital's obligations under these Terms will be suspended and time for performance of KIMS Hospital's obligations shall be extended

for the duration of the event outside KIMS Hospital's reasonable control.

## **11. Assignment of Agreement**

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

## **12. Third Party Rights**

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

## **13. Variation**

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

## **14. Waiver**

14.1 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.

## 15. Governing Law

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

## 16. Definitions

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

**“Care”** has the meaning given to it in paragraph 2.2;

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

**“Contract”** has the meaning given to it in paragraph 1.1;

**“Fixed Price”** has the meaning given to it in paragraph 3.2;

**“Hospital”** means a KIMS Hospital hospital or clinic;

**“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 a Treatment Package or otherwise;

**“We” or “us”** means “KIMS Hospital” which is the Hospital where you receive your Care

**“Self-Pay Guarantee”** means the guarantee offered by KIMS Hospital regarding the Fixed Price Treatment Package.

**“Standard Rates”** means the KIMS Hospital standard rates for Care which are available on request;

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

**“Terms”** means these terms and conditions;

**“Treatment Letter”** has the meaning given to it in paragraph 1.1;

**“Treatment Package”** has the meaning given to it paragraph 3.2.

General enquiries: 01622 237 727 [enquiries@kims.org.uk](mailto:enquiries@kims.org.uk)

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Feedback and complaints: 01622 538 115 [governance@kims.org.uk](mailto:governance@kims.org.uk)

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