



Mr Nurul Ahad
Consultant Orthopaedic Surgeon

Private patient services.

Terms and conditions.

Just what you need to **get it sorted.**

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Our Terms

1. OUR CONTRACT WITH YOU

- 1.1 These are the **Terms** on which we supply private patient **Services** to you on a **Self-pay Treatment** or **Private Medical Insurance** basis.
- 1.2 These **Terms** and conditions and the **Private Patient Terms and Conditions Form** constitute the contract for **Services** between you and us. By signing the **Private Patient Terms and Conditions Form**, you agree to the **Terms** of the contract. Note that our **Terms** and Conditions must be accepted before any **Services** can be provided.
- 1.3 When we use the words “we”, “our” or “us” in these **Terms** we mean **Practice Plus Group Hospitals Limited** or any other company in the **Practice Plus Group**, and when we use the term “you” or “your” in these **Terms** we mean the person who will receive the care and **Services**.
- 1.4 If you are signing the **Private Patient Terms and Conditions Form** on behalf of a child who is under the age of 18, you agree that you will be bound by these **Terms** even if that child breaches or is not bound by any part of these **Terms**. In these circumstances, when we use the term “you” or “your” in reference to any obligations you may have under these **Terms** we mean the person signing on behalf of the child as well as the child.

2. DEFINITIONS

- 2.1 When the following words in bold are used in these **Terms**, this is what they mean:

Practice Plus Group: **Practice Plus Group Hospitals Limited** and/or its subsidiaries, as defined under section 1159 of the Companies Act 2006 (as amended from time to time) who are the main operator of the **Services**, (with company number 03462881) and its registered office at Unit H2, Harlequin Office Park, Fieldfair, Emersons Green, Bristol, BS16 7FN.

Terms: the **Terms** and conditions for **Services** as set out in this document.

Services: the assessment, diagnosis, care, treatment, procedures and/or **Services** (whether clinical or non-clinical), that we are providing to you at the **Facility**.

Initial consultation: Initial Consultation means your first appointment with a consultant to assess the treatment you may require, this is always required ahead of treatment taking place.

Diagnostics: Diagnostics are tests used to help diagnose a condition to help assess the treatment you may require, MRI scans and ultrasound scans are common examples of these.

Treatment: Treatment is the medical care provided following an initial consultation and diagnostics where required, this could be in the form of surgery or the provision of relevant medication.

Consultant(s): Medical practitioners involved in your Care, who may be physicians, surgeons, radiologists, general practitioners or anesthetists. Some of our consultants are directly employed by Practice Plus Group. These consultants: Are salaried employees or work as bank / SEMP and deliver care as part of our employed clinical workforce.

We also work with independent consultants who are granted practicing privileges. Consultant with practicing privileges (also referred to as referring clinicians): Are not employees of Practice Plus Group and hold admitting rights to treat their patients within our facilities..

Facility: Any care **Facility** or hospital operated by **Practice Plus Group** at which **Services** are provided to you.

Self-pay: the term used to describe paying for private healthcare **Services** directly, rather than through **Private Medical Insurance**.

Private Medical Insurance: the policy that you hold with a private medical health insurance provider.

Private Patient Terms and Conditions Form: The form you must sign to confirm that these **Terms** have been agreed and accepted by you.

Self-pay Price: the price as set by **Practice Plus Group** for **Self-pay Services**

Price List: our national **Price List** includes all **Self-pay Prices**. You can find it here:

www.practiceplusgroup.com/our-services/private-healthcare/prices/

Self-pay Treatment Quote: A formal estimate of a **Self-pay** treatment package based on your initial consultation and any diagnostic tests you may have had.

Appointment Letter: Letter used to advise you of any type of appointments for **Services**

Finance Provider: Chrysalis Finance Limited, the medical finance provider used by **Practice Plus Group**

Medical Indemnity Insurance: the Clinical Negligence Scheme for Trusts, any medical defence organisation's malpractice cover for independent practitioners or any private medical indemnity insurance.

NHS: The publicly funded National Health Service in the United Kingdom.

3. OUR SERVICES

3.1 We will supply **Services** to you at our **Facilities** as confirmed in any **Appointment Letters** received or as confirmed by a member of staff.

3.2 Any **Services** that require intervention (such as treatment, blood tests, imaging) are provided on the basis that they are clinically appropriate and necessary.

3.3 We will need to obtain personal information from you that is necessary for us to provide any **Services**. This can be requested by anyone involved in your care or treatment before, during or after the delivery of the **Services**. This includes staff at the **Facility**, your consultant or other medical professionals. If you do not provide this on request, or if what is provided is incomplete or inaccurate, we may not be able to provide you with some or all of the **Services**, and that could mean we are unable to see you at our **Facility**. By signing these **Terms** you agree that any personal and medical information provided to us is true to the best of your knowledge. Please note our privacy policy which is linked at the end of this document contains information on how we handle your data.

3.4 We ask for your current and previous health history to ensure we're able to accommodate any needs you may have during and after surgery. We may have to decline surgery if our clinicians deem it unsafe to take place at our facilities, this is because we do not have high dependency or critical care units at our facilities.

3.5 If at any time we consider that it is not appropriate to proceed with providing you **Services**, due to clinical or other reasons, we will discuss this with you and we will tell you the reason(s) why we have formed this opinion. That it is.

4. SELF-PAY TREATMENT PRICE AND PAYMENT

This section only applies if you are paying for yourself.

- 4.1 We will always confirm in writing the **Self-pay Price** that has been calculated for the **Services** provided to you. If for any reason you believe this to be incorrect please let us know.
- 4.2 A **Self-pay Treatment Quote** will be provided to you for any treatment and chargeable diagnostics and is subject to the results of your pre assessment, any prices given ahead of this formal quote are a guide price. Any additional costs excluded from the **Self-pay Treatment Quote** will be charged in accordance with **Practice Plus Group's** national **Price List**.
- 4.3 Unless we tell you otherwise, your **Self-pay Treatment Quote** will be valid for a period of 90 days from the date stated on it.
- 4.4 You must pay any **Self-pay Price** in full at least seven (7) days in advance of the Service taking place. We may refuse admission if payment has not been made.
- 4.5 We accept payment over the phone by credit or debit card or by bank transfer. The details for a bank transfer will be available on request. We do not accept cash.
- 4.6 Practice Plus Group shall not be obliged to provide any services if the patient is in breach of any applicable laws or if Practice Plus Group has reasonable grounds to believe that the patient is unable to pay for the services.
- 4.7 If you choose to spread the cost of any care or treatment by raising the funding for the **Services** from the **Finance Provider**, please be aware that you must ensure that a 14 day cooling-off period that relates to the funding must have ended before you receive your treatment. We may, at our sole discretion, if you are unable to confirm this, choose not to provide any **Services** to you until your cooling-off period has ended.
- 4.8 Please be aware that where you choose to raise the funding for the **Services** from the **Finance Provider**, you will still remain responsible under these **Terms** for payment in full of any outstanding cost of your care or treatment that is not paid to us by the **Finance Provider**, this includes any deposit agreed.
- 4.9 Any discounts or promotions applied to the **Self-pay Price** are done so in line with the individual **Terms** and conditions of that specific discount / promotion. There is no cash alternative and **Practice Plus Group** reserves the right to refuse the issue of discount at any time.
- 4.10 If you fail to pay us the **Self-pay Price** for the **Services** when you are supposed to, we may decide not to provide any further or remaining **Services** until you have paid us the outstanding amounts. We reserve the right to charge interest on any and all overdue payments in respect of the **Services** at 8% above the prevailing Bank of England base rate.

5. WHAT IS INCLUDED AND EXCLUDED IN THE SELF-PAY PRICE

This section only applies if you are paying for yourself

- 5.1 Unless we have said otherwise, the **Self-pay Price** provided to you for surgery INCLUDES:
- 5.1.1 any pre-operative assessment at the **Facility** before your admission, if necessary;
 - 5.1.2 any care or treatment carried out in the **Facility** or other locations on behalf of **Practice Plus Group**, provided it is part of the **Services** planned by your consultant;
 - 5.1.3 your accommodation and meals at the **Facility** for as long as you are required to stay at the **Facility** (as advised by your consultant);
 - 5.1.4 your nursing care while you are in the **Facility**;

- 5.1.5 the **Facility's** theatre fees, medicines and dressings while you are in the **Facility**;
- 5.1.6 your consultant's or other healthcare professional's operating fee and anaesthetist's fee while you are in the **Facility**;
- 5.1.7 any necessary prosthesis (approved by us) where the procedure you will undergo at the **Facility** requires a prosthesis;
- 5.1.8 Clinically necessary x-ray imaging, physiotherapy, pathology and histology needed while you have been admitted to the **Facility**;
- 5.1.9 basic walking aids where clinically required (such as walking sticks or crutches and wheelchairs for use in the **Facility**) and home aids (such as chair risers) for hip and knee replacements, but not other home aids or larger items (such as stair lifts);
- 5.1.10 take-home medicines advised by your consultant for up to fourteen (14) days after discharge and antibiotics, if required, for the stated period prescribed by your consultant;
- 5.1.11 Post-operative follow-up care where clinically required provided it takes place at the **Facility** including:
 - 5.1.12 removal of stitches, dressings or plaster, if required;
 - 5.1.13 follow-up consultation with your consultant, where clinically required; and
 - 5.1.14 treatment for any clinical complications, as we explain in clause 7, below.
- 5.2 The **Self-pay Price** for surgery or other **Services** DOES NOT INCLUDE any of the following:
 - 5.2.1 overnight stays that are not clinically required;
 - 5.2.2 any care or treatment not carried out at our **Facility**, including **NHS** care, unless it is part of the **Services** as confirmed by your consultant;
 - 5.2.3 any care or treatment high dependency, intensive or critical care, as Practice Plus Group do not have these facilities at any of its sites;
 - 5.2.4 any long-term care or treatment (apart from as set out in clause 7);
 - 5.2.5 any drugs or medicines not included within the take-home pack as described in clause 5.1.9
 - 5.2.6 your recovery, treatment, accommodation or meals provided after your consultant has advised that you are fit for discharge;
 - 5.2.7 personal costs such as telephone charges, visitors' meals, and other sundries;
 - 5.2.8 patient taxi or travel services
 - 5.2.9 MRI, CT, Ultrasound scans, Nerve Conduction Studies, Echocardiograms or other enhanced diagnostic services
 - 5.2.10 any replacement prosthesis or other items where required due to normal wear and tear;
- 5.3 Should you wish to stay in the Facility after you have been declared fit for discharge, or if you require further Services that are not covered by your agreed Self-Pay Price or your Private Medical Insurance, Practice Plus Group's standard Price List charges will apply and you will be invoiced separately.

6. CONSULTATION

This section only applies if you are paying for yourself

- 6.1 The **consultation**, which applies to **Self-pay** patients only and is subject to consultant availability, **INCLUDES** a private consultation with a specialist consultant, X-rays if deemed necessary by the consultant, and any required blood tests as determined by the consultant.
- 6.2 The **consultation** **DOES NOT INCLUDE** any additional imaging such as MRI or CT scans, further diagnostic tests beyond standard blood tests and X-rays, or any follow-up appointments or treatments beyond the initial consultation.
- 6.3 The consultation appointment has specific booking and payment conditions, which includes making payment at the time of booking and providing at least 7 days' notice for cancellations or rescheduling.
- 6.4 The general conditions outline that the consultant determines the necessity of X-rays and blood tests, and any further tests or treatment will incur additional costs and be discussed separately.

7. PRIVATE MEDICAL INSURANCE

This section applies if you are using your Private Medical Insurance Policy

- 7.1 You will remain responsible for the payment of your treatment where you have **Private Medical Insurance**, however:
 - 7.1.1 We will, where possible, process the insurance claim for your treatment with your insurer, provided you have given us and your insurer all the information we both need. Providing your policy number and pre-authorisation code confirmation is mandatory. If this information is incomplete or inaccurate, we may not be able to process your claim and you will need to pay for your treatment.
 - 7.1.2 Where we process your insurance claim and your insurer pays us directly, the rate agreed between **Practice Plus Group** and your insurer will apply to your treatment;
 - 7.1.3 In circumstances where an excess or shortfall occurs owing to the cost of your treatment (including if your insurer fails to settle our invoices), **Practice Plus Group** will invoice you as soon as reasonably practicable. Payment will be required within thirty (30) days of the invoice date; and
 - 7.1.4 If we invoice you for your treatment or an element of it, you agree to pay us the amount invoiced within the time limits set out above. If you do not think that we have invoiced you correctly you will need to contact the **Facility** to query this within fourteen (14) days of the date of invoicing.
- 7.2 **Practice Plus Group** may ask you for your credit or debit card details when you make your appointment over the phone which will be securely held in a tokenised format. You understand that we will keep these details for up to twelve months after any **Services** have been undertaken. If you do not pay any outstanding bills, excess or shortfall, you agree that we can debit the outstanding balance from your card upon at least 7 days of notice to you.
- 7.3 Unless we have said otherwise, for example, in your **Appointment Letter**, the details of what is included and excluded in the **Services** we provide can be found in your insurance policy documents and correspondence as provided to you by your insurer. Please be aware that in some cases your insurer may not provide cover for certain parts of the treatment that your consultant considers appropriate.

- 7.4 It is your responsibility to confirm with your insurer in advance that your treatment is covered by your insurance policy and **Practice Plus Group** will not obtain any such confirmation on your behalf.
- 7.5 In the rare circumstance that further treatment is or may be required (including as a result of any complications), you should be aware that the cost of further treatment may not be authorised by your insurer. Should your insurer refuse, alternative methods of settling your account will need to be agreed with you prior to such treatment taking place. It is your responsibility to ensure that any and all additional treatment is fully funded.
- 7.6 Where any costs are incurred that are excluded or otherwise not covered by your insurance policy, these will be charged separately to you as per **Practice Plus Group's** national **Price List** and you will be responsible for payment of those charges. We strongly advise you to check with your insurer prior to proceeding with the **Services**.
- 7.7 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 **Practice Plus Group**, the Practice Plus Group national **Price List** will apply to your treatment cost.
- 7.8 In the event that any charges are not paid for as part of your **Private Medical Insurance**, we will invoice you for such charges when we have completed the **Services**. You must pay each invoice within thirty (30) calendar days after the date of the invoice.

8. CONSULTANTS WITH PRACTICING PRIVILEGES

- 8.1 This section applies if you are a Private Patient receiving treatment from a Consultant who holds practicing privileges. It does not apply if your Consultant is directly employed by us. If you are uncertain, please contact the booking team for clarification.
- 8.2 During your time at one of our Hospitals, your care may be overseen by the Consultant(s) to whom you have been referred. Our staff, including nursing teams, will support your treatment in accordance with your Consultant's directions. Any involvement by us in your care will be included within the Hospital Services.
- 8.3 Consultants who hold practising privileges operate as independent medical practitioners and are not employees of Practice Plus Group. Each such Consultant providing care to you does so under a separate agreement directly with you, independent of these Terms. They are solely responsible for the care they advise, prescribe, or deliver. Where your treatment involves surgery or other procedures, the Consultant(s) will be accountable for those elements of your care. If anaesthetic services are required, the Consultant anaesthetist will be separately responsible for the anaesthetic aspects of your care under their own contractual arrangements.
- 8.4 Any reference in this Section 8 to the responsibilities of your Consultant(s) means that they are accountable (i) under their separate agreement(s) with you (whether written or otherwise), and/or (ii) for any negligence, error, or omission in the care they provide as part of their Consultant Services. Practice Plus Group does not accept liability, whether in contract or otherwise, for any acts or omissions of your Consultant(s), or of any organisation that employs or engages them, in relation to Consultant Services.
- 8.5 Where you have selected a self-pay package, our invoice may include fees charged by your Consultant(s) for their Consultant Services while you are in the Hospital. In such cases, and in any situation where Consultant Fees are included in our invoice, we act solely as an agent on behalf of your Consultant(s) for the purpose of collecting those fees. Your Consultant(s) will remain independent practitioners at all times.

8.6 Your Consultant(s), including their administrative or secretarial staff, are not authorised by us to provide binding quotations for package prices. Any indication of Hospital charges given by them is subject to formal written confirmation issued by the Hospital as part of your self-pay quotation.

9. FOLLOW-UP AND COMPLICATIONS

9.1 While we will always try to meet your expectations, we cannot guarantee the result of any procedure, care or treatment, and it is possible that complications with your treatment or surgery can occur. Your consultant will explain these to you before your treatment and you are also encouraged to read and review the information provided to you following your pre-assessment.

Self-pay patients

This section only applies if you are paying for yourself

9.2 The **Self-pay Price** covers the cost of clinically necessary post-operative care and medical or surgical complications directly related to the **Services** we provided to you for up to 12 months following your discharge from the **Facility**, provided that:

9.2.1 Such post-operative care and complications are treated at the **Facility**; and

9.2.2 You have followed the advice of your consultant and other healthcare professionals involved in your care or treatment at the **Facility**. The decision as to whether a complication is related to the procedure rests with your consultant or healthcare professional.

Private Medical Insurance patients

This section applies if you are paying for your treatment with your Private Medical Insurance

9.3 Your treatment with us includes post-operative care and medical or surgical complications directly related to the **Services** we provided to you providing that:

9.3.1 Such post-operative care and complications are treated at the **Facility**;

9.3.2 You have followed the advice of your consultant and other healthcare professionals involved in your care or treatment at the **Facility**. The decision as to whether a complication is related to the procedure rests with your consultant or healthcare professional; and

9.3.3 Your agreement with your **Private Medical Insurance** provider includes these **Services** as part of your policy, and it is within the timeframe stated in your policy.

10. CHANGES TO THESE TERMS

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

10.1.1 where changes are necessary to simplify parts of it;

10.1.2 because of changes to the law, codes of practice or the way in which we are regulated; or

10.1.3 to incorporate a change in the **Services** that we provide.

10.2 If we have to change these **Terms**, the new **Terms** will only apply to any new care or treatment that you may receive and will not apply to any care or treatment that you may be part-way through when the change to these **Terms** is made.

11. IF THERE IS A PROBLEM WITH THE SERVICES

- 11.1 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.practiceplusgroup.com/contact/
- 11.2 You have legal rights in relation to **Services** not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Nothing in these **Terms** will affect those legal rights.

12. EVENTS OUTSIDE OUR CONTROL

- 12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these **Terms** that is caused by events that are outside our control. This may include (amongst other things) where we have to suspend any appointments or treatment because of a change in the laws and regulations that apply.
- 12.2 If an event outside our 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 control.
- 12.3 You may cancel the contract if an event outside our control takes place and you no longer wish to continue.

13. YOUR RIGHTS TO CANCEL AND REFUNDS

Self-pay and Private Medical Insurance Patients

This section applies if you are paying for your treatment yourself or by Private Medical Insurance.

- 13.1 If you decide not to go ahead with the surgery or any other **Services** as part of your Treatment, you can contact us to cancel. This may incur a cancellation charge, based on our reasonably incurred costs and/or charges, as below;
- 13.2 For cancellation more than 7 (seven) days before planned treatment or diagnostics a full refund will be given for the cancelled Service.
- 13.3 For cancellation within 7 (seven) days of planned treatment or diagnostics, a cancellation fee of 10% of the **Self-pay Price** will be charged.
- 13.4 Subject to the above, we will refund any due payments received in advance, less cancellation charges that have been made by you or on your behalf for **Services** that we have not yet provided to you. Any such refund will be made by cheque or electronic transfer, only to the cardholder or person who made the original payment. Please note we do not make refunds in cash.
- 13.5 If you need to cancel an outpatient appointment you can do so without charge provided we have at least 7 (seven) days notice. If you cancel within 7 (seven) days of the planned appointment date, you will be liable for the full charge.
- 13.6 You can cancel an outpatient appointment within 7 (seven) days without charge as long as you re-book the appointment at the point of cancellation. If you cancel your appointment within 7 (seven) days of the date and do not re-book another appointment within a mutually agreeable period you will be charged the current price for that **Service** according to our **Price List**. You are able to rearrange your appointment twice without any charges being incurred.

13.7 If you do not attend your outpatient appointment and fail to notify a member of staff at **Practice Plus Group** you will be charged for the appointment.

13.8 If you discharge yourself against the advice of your consultant no refund will be given where, in such circumstances, your treatment ends early and you leave the **Facility** earlier than advised.

14. OUR RIGHTS TO CANCEL AND REFUND

Self-pay and Private Medical Insurance Patients

This section applies if you are paying for your treatment yourself or by Private Medical Insurance.

14.1 We may have to cancel any **Services** before they are due to start for any reason, including, for example, due to unavailability of key personnel or key materials without which we cannot provide your care or treatment or due to medical reasons.

14.2 We will promptly contact you if this happens and will always try to rearrange any appointment or admission dates with you. If we are not able to find suitable alternative dates and instead we have to cancel the provision of any part of the Service, and payment in advance has been made by you or on your behalf, we will refund these amounts by electronic transfer only to the cardholder or person who made the original payment.

14.3 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.

15. OTHER IMPORTANT TERMS

15.1 This contract is between you and **Practice Plus Group**.

15.2 Each of the paragraphs of these **Terms** operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.3 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these **Terms**, or if we delay in taking steps against you in respect of your breaking this contract that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.

15.4 These **Terms and the Agreement between you and Practice Plus Group** are governed by and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction.

15.5 **In the event of a conflict between the English Language version of these Terms and any translated version of these Terms, the English language version shall prevail.**

15.6 Your rights under the Data Protection Act 2018 are explained in our Data Privacy and Processing Notice, which is available at www.practiceplusgroup.com/privacy-notices

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

15.8 If you are not a resident of the UK but you require any NHS treatment not included in your packaged price / treatment before, during or after your treatment with **Practice Plus Group**, please note that you will be liable to pay any charges for any treatment or care carried out by the NHS, and we may invoice you for any costs that we incur as a result of any NHS treatment. For more information please see [The National Health Service \(Charges to Overseas Visitors\) Regulations 2015](#)

15.9 If you are a non-UK resident, by signing the **Private Patient Terms and Conditions 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 suitable arrangements for payment of your care with **Practice Plus Group**. **Practice Plus Group** may contact the UK Border Agency or Home Office (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

16. INFORMATION ABOUT US AND HOW TO CONTACT US

16.1 **Practice Plus Group Hospitals Limited** is a company registered in England and Wales. Our company registration number is 03462881 and our registered office is Unit H2, Harlequin Office Park, Fieldfair, Emersons Green, Bristol, BS16 7FN.

16.2 We hold **Medical Indemnity Insurance** with a reputable insurance organisation in the healthcare industry which covers staff members whilst they are on duty and working at any of our Facilities.

16.3 You can contact us by telephoning the **Facility** where you are receiving care or treatment, by letter or by email: privatepatient@practiceplusgroup.com

16.4 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided. It is important that you tell us in writing at the **Facility** where you are receiving treatment of any changes to your contact details.

16.5 When we use the words “writing” or “written” in these **Terms**, this includes emails.

Contact our Private Patient Sales Advisors at
practiceplusgroup.com/private-patient-care/
or call us on 01174 535165