

# Richard Villar Practice Limited Patient Terms & Conditions

(Version 1.0 with effect from 1 July 2010)

Please read these terms and conditions carefully. Together with (if applicable) the letter we have sent to you regarding your treatment by Richard Villar Practice Limited (the “Practice”) they set out the terms upon which you will be provided with treatment by the Practice. These terms and conditions replace any previous terms and conditions you may have received from the Practice. Please ask one of the Practice’s staff if there is anything within these terms and conditions which you would like explained further before you sign the Practice’s patient declaration.

## Fees

1. You are responsible for settling the cost of your treatment before you are admitted or, in the case of an outpatient visit, upon leaving the Practice. Spire Healthcare Limited (“Spire”), which operates the Spire Cambridge Lea Hospital (“Cambridge Lea”) where the Practice is located, and/or the Practice will ask you for your credit or debit card details when you make your appointment or when you arrive at the Cambridge Lea (if you attend the Practice at the Cambridge Lea). The credit card details which Spire and/or the Practice takes will be used to collect any fees which you are responsible for paying to Spire for your care at the Cambridge Lea or to collect any fees which you are responsible for paying to the Practice. Spire and/or the Practice (as applicable) will keep these details until the cost of your treatment both at the Cambridge Lea and at the Practice has been paid in full either by your insurer or yourself. If you have not paid before you leave the Practice, you agree that Spire or the Practice can debit the outstanding balance from your card upon 7 days of notice to you. If Spire or the Practice collects any fees which are due to the other, it shall do so as agent for the other.
2. Where we invoice you for your treatment or an element of it you agree to pay us the amount invoiced within 7 days without deduction or set-off.

## Insured Patients

3. Whilst you will remain responsible for the payment of your treatment which you receive at the Practice, where you have private medical insurance:
  - (a) 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 and your insurer need to do so. If this information is incomplete or inaccurate, we may not be able to process your claim and we will invoice you direct;
  - (b) the rates we charge for the procedures which our consultants perform will generally fall within the pricing guidelines issued by private medical insurers. Where these rates fall outside of those guidelines it will not usually be by much. You will remain responsible in any event for the balance of your account not paid by your insurer; and
  - (c) where your insurer fails to settle our invoices (or any part of them) within 30 days of the date of issue we will assume that the outstanding amount will not be paid by your insurer and we will invoice you direct. We reserve the right to debit the relevant balance in accordance with the “Fees” section of this letter.
4. Please note that some insurers use care guidelines that do not match the professional medical opinions of one of our consultants or other medical professionals working on behalf of the Practice. In some cases this can mean that your insurer may not pay for certain parts of your treatment, and you will be required to pay for that part of your treatment. We would urge you, if you are insured, to contact your insurance company to be sure they will honour the fees you are likely to incur. It is your responsibility to confirm with your insurer that your treatment is covered by your insurance policy and the Practice will not obtain any such confirmation on your behalf.
5. If you pay for your treatment and subsequently seek reimbursement from your insurer, and if no other rate has been expressly agreed with you and the Practice, the Practice’s standard rates will apply to your treatment. If no rate has been agreed between the Practice and your insurer in respect of your treatment, the Practice’s standard rates will apply to your treatment.

## Self-pay

6. Approximately half of all patients we see at the Practice do not have private medical insurance. For them, the so-called “fixed price” package arrangements for surgery can be negotiated through the Cambridge Lea once the patient knows what is needed. Any items not included in the “fixed price” package will need to be paid for separately by you at the applicable standard rates (which can be found at [www.spirehealthcare.com](http://www.spirehealthcare.com)).
7. On request the Practice will give you an estimate of costs for your treatment by the Practice. Please note that it is not always possible to give an exact estimate for the treatment you will receive at the Practice and the total cost may depend on a number of factors, including any other conditions you may have. You are responsible for all treatment you receive at the Cambridge Lea.
8. If you are an outpatient, you will need to pay for your treatment prior to or on the day you attend the Practice. If you are admitted to the Cambridge Lea, you will need to pay a deposit (which may be the amount of the estimated costs of your treatment) 7 days before you are admitted and settle your account on or shortly following discharge.

## General

9. Your treatment will also be subject to the following other terms and conditions:
  - (a) **Cancellations:** We reserve the right to charge a cancellation fee if you cancel any appointment with the Practice within 7 days of your scheduled appointment or admission date.
  - (b) **Your contract with the Practice:** These terms and conditions, along with the patient declaration form applicable to the service provided by the Practice (the “Patient Declaration”) and (if applicable) the letter sent to you by the Practice regarding your treatment form your contract with the Practice for your treatment at the Practice (the “Contract”). By signing the Patient Declaration you agree to be bound by their terms. If there is any conflict between the Contract and any marketing material, the Contract will take precedence. The Practice may amend these terms from time to time. The current terms can be found at [www.richardvillar.com](http://www.richardvillar.com).

- (c) **Notices and your contact details:** You must keep us updated of any changes in your contact details, as the Practice will correspond with you at your last known contact details. We will regard notices as served on you on the third working day after we post a letter to you, or on completion of a fax transmission or email.
- (d) **Your property:** Hospitals can be busy environments. While we take all care to ensure the safety of your belongings, the Practice does not accept any responsibility for the loss of, or damage to, any of your or your visitors’ property.
- (e) **Severability:** In the event that any (or any part) of these terms and conditions is declared invalid, unlawful or unenforceable such terms or conditions (or parts of terms or conditions) shall be severed. The remaining terms and conditions (and parts of terms and conditions) shall continue to be valid and enforceable to the fullest extent permitted by law.
- (f) **Third Party Rights:** Except as expressly provided in these terms and conditions, a person who is not a party to these terms and conditions shall not have any rights under or in connection with it.
- (g) **English Law:** These terms and conditions are governed by and shall be construed in accordance with English Law and the English Courts shall have exclusive jurisdiction.