



Paying for Yourself

Terms & Conditions

This document explains the Terms and Conditions that apply when you pay for treatment yourself as a private patient of Northumbria Healthcare NHS Foundation Trust (the "Trust"), whether as an outpatient or inpatient.

Please read this document carefully before signing the acknowledgement below to confirm your acceptance of these Terms and Conditions. Attendance at your appointment for treatment is deemed acceptance of these Terms and Conditions. If you have any queries regarding these Terms and Conditions please contact a member of the private patient bookings team.

These Terms and Conditions are legally binding and, together with the "Paying for Yourself Private Patient Agreement", form the basis of our contract with you.

Who is responsible for your care

When you choose to receive private treatment, it is important to understand who is responsible for your care.

- **Your consultant:** Your consultant (e.g. physician, surgeon or anaesthetist) is an independent medical practitioner and is not employed by the Trust for the purposes of your private care. The consultant provides their services directly to you as a private clinician under separate contractual arrangements (which may or may not be in writing) to these Terms and Conditions. As such they are responsible to you for the medical treatment they provide. This means that the consultant will be responsible under the terms of their separate contractual arrangements with you and for any negligence or act or omission in the medical treatment they provide to you.
- **The Trust:** The Trust provides all hospital services (i.e. the services provided which assist the consultant in the provision of your medical treatment such as facilities, equipment and non-medical staff involved in your care) and is not liable for any act or omission of the consultant for any part of the medical treatment provided by them. We ensure that the hospital environment in which you receive care is safe, clean and appropriately staffed.

Initial consultant assessment and quotation

We will provide a fixed quotation for your treatment. Our fixed quotation will be provided to you following a satisfactory initial consultant assessment and will remain fixed for 60 days from the date of issue.

Any diagnostic tests or investigations conducted as part of, or related to, your initial consultation form part of the hospital services will be charged to you separately by the Trust as part of the hospital charges.

If you accept the quotation and decide to proceed with your treatment, the quotation will be incorporated into the Paying for Yourself Private Patient Agreement that the Trust sends to you prior to the provision of your treatment.

Please note that the provision of your treatment will always be subject to a clinical pre-assessment prior to admission as an outpatient or inpatient and the service you require being a service provided by the Trust.

Payment

The Paying for Yourself Private Patient Agreement will set out all fees relating to your medical treatment including your clinical pre-assessment, the Trust's fees for the hospital services and any consultants' fees for your treatment. The Trust will collect those fees as agent for your consultant(s) who are independent practitioners

when treating private patients. The reason for this approach is that it reduces the number of invoices you receive and payments you will need to make.

When will you need to pay for the Services?

Admitted Patients

You will be required to pay for the amount specified in your Paying for Yourself Private Patient Agreement for your treatment in full at least seven (7) working days prior to your admission to hospital and before receiving any treatment.

Outpatients

If you are an outpatient, you are required to pay the all fees specified in your Paying for Yourself Private Patient Agreement on the date that you attend our hospital for your treatment.

You can pay for your treatment by credit or debit card or bank transfer.

No refund will be given if you decide not to proceed with the treatment after your admission to hospital or if you decide to discharge yourself at any time against the advice of your consultant or nursing team. Please also see the cancellation charges section below.

For the avoidance of doubt, you will not be admitted to hospital for your treatment until we receive payment in full in accordance with the payment arrangements set out above.

Please note that for some diagnostic procedures you may receive two separate invoices, one for hospital fees from the Trust which is payable to the Trust and one directly from the consultant responsible for your diagnostic procedure which is payable to the consultant. You will be informed of both the hospital costs and the consultant fees in advance of agreeing to proceed with the procedure. The payments terms above will apply in respect of such invoices.

Clinical pre-assessment

The consultant and medical team providing your treatment must be satisfied that you do not have any pre-existing medical conditions, or other factors, that are likely to give rise to complications, or the need for additional treatment during your stay. Before your admission to hospital, our clinical pre-assessment service will establish that we are able to treat you at one of our hospital sites. We reserve the right not to provide treatment if it is not clinically appropriate for us to do so at any point.

Cancellation charges

If you cancel your treatment:

- more than 14 days before the date of planned treatment, a full refund will be given for any fees paid;
- between 14 days and 24 hours of the date of planned treatment, cancellation charges of 50% of the total fee will apply and a 50% refund will be given;
- within 24 hours of the date of planned treatment, or you do not attend at the correct time, you will be liable for the full charge and there will be no refund.

Clinical pre-assessment charges will be included in the price you are quoted. If you decide not to go ahead with your treatment after you have had the clinical pre-assessment you may still be charged the fee for the clinical pre-assessment as appropriate.

For any cancellation which is 14 days or less before the date of planned treatment, where any item/s specific to your treatment have been ordered by us and cannot be returned, we will be entitled to charge you for such item/s unless your treatment is

rescheduled within the 60-day period during which your quotation remains valid.

If following your clinical pre-assessment, your consultant determines it is not suitable to proceed with treatment, a full refund will be given.

In the unlikely event that the Trust has to cancel your treatment and is unable to reschedule with you, a full refund will be provided.

Treatment

The following is included in the price detailed in the Paying for Yourself Private Patient Agreement (please note that some of the items below will not be relevant where you are receiving treatment as an outpatient):

- All consultant fees for the duration of stay;
- All hospital services (this includes meals);
- Agreed Prosthesis – where applicable;
- Drugs and other materials used during hospital stay;
- Additional costs necessary to provide treatment e.g. hire of special instruments and equipment;
- Critical care if required;
- Outpatient wound management that you may require after you leave hospital that relates to the procedure, including, removal of sutures, dressing clinic and removal/application of plaster cast;
- Re-admission for medical complications arising from the original procedure, subject to following post-operative recommendations as set out by treating consultant;
- Replacement prosthesis in accordance with the manufacturer's warranty if the prosthesis fails during its expected lifetime.

The price detailed in the Paying for Yourself Private Patient Agreement does **not** include:

- Any diagnostic tests or services received prior to your admission (as an inpatient or outpatient) and prior to and not forming part of your pre-assessment. These will be charged to you separately (as set out in the "Initial consultation assessment" section above);
- where you are treated as an inpatient, fees for outpatient consultations with your consultant and follow up treatment following surgery as clinically required in relation to your original procedure, unless specifically stated otherwise in our quotation. Any such fees will be invoiced to you directly by your consultant unless otherwise specified. These prices are not set by the Trust, but by your consultant;
- Personal charges for example, newspapers, guest's food and beverages and telephone calls;
- If you choose to remain an inpatient at the Trust hospital after your consultant has advised there is no clinical reason for you to stay, we will make an additional charge for each night that you remain in hospital;
- Treatment of other conditions identified at pre-assessment which require a separate pathway of care and you choose to remain a private patient;
- A replacement prosthesis where required due to normal wear and tear;
- Any long-term care that may be required (whether provided at your home or otherwise);
- Any revision procedure which is not clinically required (clinically required means where further intervention and/or monitoring of your condition is deemed necessary as a direct result of the original surgical intervention).

Data Protection and patient confidentiality: how we use your information

"Data Protection Laws" means all applicable data protection and privacy legislation, regulations and guidance including:

(i) Regulation (EU) 2016/679) (as incorporated into UK legislation by way of the European Union (Withdrawal Agreement) Act 2020 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020, together forming the "UK GDPR") and the Privacy and Electronic Communications (EC Directive) Regulations 2003;

(ii) the Data Protection Act 2018; and

(iii) all applicable law about the processing of Personal Data and privacy,

and all other legislation and regulatory requirements in force from time to time which apply relating to the use of Personal Data.

The Trust and the clinicians responsible for your treatment (including their medical secretaries) will process all personal data (as defined in the Data Protection Laws) which it/they hold about you in accordance with its/their data protection obligations and the duty of confidentiality, and the Trust's Privacy Notice ("**PN**") which can be found at: <https://www.northumbria.nhs.uk/about-us/privacy-policy/#d8943ceC>. The PN describes in detail how we will manage, use and store your personal data and sets out the purposes for which the Trust and the clinicians responsible for your treatment (including their medical secretaries) manage, use and store your data.

The Trust will require your consent in order to carry out certain activities, in particular for marketing purposes. If you do not consent for us to process your personal data in order to carry out marketing activities, we will still be able to provide you with treatment as we have an alternative legal basis to do so (as set out further in the Trust's PN).

As part of a UK-wide programme to improve the public's access to information on the quality and outcome of private healthcare, the Trust is required to share certain information related to your treatment with the Private Healthcare Information Network ("**PHIN**"), an organisation who will monitor outcomes of patients who receive private treatment.

As the Trust is under a specific legal obligation to share information relating to your private treatment and care with PHIN, we do not require your consent to do so. PHIN, like us, will apply the highest standards of confidentiality to personal information in accordance with Data Protection Laws and the duty of confidentiality. Further information about how PHIN uses information, including its privacy notice, is available at www.phin.org.uk. We will be happy to print a copy for you if you prefer.

If you have any concerns, or object to any of the purposes for which the Trust processes your personal data as set out above, please contact the Trust's Data Protection Officer at: Tracey.best@northumbria-healthcare.nhs.uk.

If you have any concerns, or if you object to any of the purposes for which the clinicians responsible for your treatment (including their medical secretaries) process your personal data as set out above, please contact your clinician directly.

Law governing these Terms and Conditions

These Terms and Conditions are governed by the law of England and Wales. We (the Trust and you) both agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with any provision set out in these Terms and Conditions.

Informing your GP

It is helpful for your GP to be kept informed about your private treatment to support your overall care. We will only share information with your GP if you agree.

Please indicate your preference by ticking one box below:



Northumbria
Health



☐ Yes, I give consent for information about my treatment to be shared with my GP.

☐ No, I do not want information about my treatment to be shared with my GP.

If you change your mind at any time, you can update your preference by contacting us in writing or speaking to a member of our team.

Acknowledgement

I confirm that I have read and that I understand the above Terms and Conditions, The fees payable for the services have been explained

to me and I understand that I am legally responsible for all hospital charges related to those services. I agree to pay for any and all services provided by the Trust in accordance with the Terms and Conditions set out above.

Signature Patient (or Representative)

Date.....



Northumbria
Health

