

# AGREEMENT TO PRIVATE TREATMENT – REGISTRATION, CONSENT, TERMS & CONDITIONS

## 1. PAYMENT TERMS AND CONDITIONS

### 1.1 Provision of Services

We will supply the Services to you as specified in the Confirmation Letter (“you” or “your”) (the “Services”) and you shall pay us the fees in accordance with the current Priory Group Rack Rates or as otherwise documented in the Confirmation Letter (the “Fee Amount”). You agree to pay for your care including all Services and Expenses and pay the Fee Amount to us in accordance with the payment terms below.

### 1.2 Professional Fees

Fees for services provided by consultants are only included for in-patients and day-care patients. In all other circumstances, you will need to pay consultants’ fees in addition to the Fee Amount. These fees will be invoiced separately: by us if treatment is from a Priory employed consultant; or by the consultant directly if from a self-employed consultant (pursuant to that consultant’s separate terms and conditions).

### 1.3 Personal Expenses

In addition to the above, we will charge you for all expenses and costs incurred by you not included within the Services (the “Expenses”). You are encouraged to familiarise yourself with the Expenses not included within the Fee Amount and these must be paid by you before you leave the Site.

### 1.4 Insured / Covered Patients

If a third party or insurer has agreed to pay all or part of your account, any balance outstanding that the third party or insurer does not pay (including if your insurance policy ends or if you reach the maximum insured amount under your policy for a particular treatment or otherwise) is your responsibility and must be paid by you in accordance with paragraph 1.1 above. We require you to provide valid credit/debit card details prior to your appointment/admission, which will be used to collect any outstanding unspecified amounts in respect of:

- Services where we/the Site do not deal directly with your insurer;
- Services, charges, related expenses and any policy excess not covered, in whole or part, by your insurance company, or where you are paying for your own treatment, services charges and expenses not covered by the terms agreed for your treatment;
- Consultants or medical practitioners professional fees (where applicable).
- For excess payments, you will provide your payment details ahead of your treatment. Once the excess amount is known, we will write to you informing you of the amount owed. You will be offered 14 days to pay by card, cheque or bank transfer. If the payment is not received within 14 days, your card will be charged the amount of excess due.

#### 1.4.1 Direct Settlement by Insurance Companies

You should check with your insurer that you have adequate cover.

We will try to help you do this, but only your insurer can confirm that your cover is adequate. The credit/debit card details you have supplied to us under paragraph 1.4 will be used for any shortfall and/or outstanding balances as in paragraph 1.4. If your insurance company operates a direct settlement scheme, we will send your account and claim form to the insurance company for payment on your behalf.

So that we can do this, you will need to obtain pre-authorisation in advance for the Services. You will also need to provide us with a valid authorisation code prior to your admission or prior to any Services commencing. If your insurance company does not pay the account in full within 30 days from the date you were discharged (in the case of in-patients) or the date of treatment for all other patients, any outstanding balances will be notified to you by letter. A receipt will be provided on request.

#### 1.4.2 No Direct Settlement Scheme

If your insurance company does not operate a direct settlement scheme, or if you are unable to provide us with a completed and signed claim form, you must pay your account in full 2 working days (or 10 working days if paying by personal cheque to allow for clearance) before treatment, if coming into hospital as an inpatient, or on the day of your appointment/treatment if another type of patient. The credit/debit card details supplied to us pursuant to paragraph 1.4 will be used for any outstanding balances.

### 1.5 Self-Funded Patients

1.5.1 All self-funded outpatients and patients receiving day care must provide a valid credit/debit card, which will be used to settle the amount due on the day of the care.

1.5.2 All self-funded in-patients must provide a valid credit/debit card. Fees are payable in advance in seven day increments. Accordingly, an advance payment deposit equal to the cost of the first seven days of treatment is required no later than two working days prior to the date of admission (the “Deposit”) and fees for each subsequent seven day period of treatment are due and payable no later than two working days before such subsequent period commences. If at any time during your period of treatment you take leave you will be charged 100% of the fees for the first night of leave and each subsequent night is chargeable at 50% of the agreed rate.

1.5.3 Payments for additional periods of stay and/or for additional Services must be paid in full no later than two days prior to the commencement of the additional time or the commencement of the additional Services.

1.5.4 All additional costs, including personal expenses and items not included within the Services will be invoiced separately. For the avoidance of doubt, this includes costs for special duty nursing. Payment in full is required prior to discharge.

1.5.5 In the event that you become subject to detention pursuant to the Mental Health Act 1983 (or other applicable legislation) you will be liable for all fees and expenses incurred during your period of detention as if you were an informal, self funded patient.

### 1.6 Variation of Fees

Unless otherwise agreed we reserve the right to vary our fees and charges without prior notice.

### 1.7 Late Payment Interest

We reserve the right to charge interest on all amounts overdue an amount equal to 4% per calendar month. This interest shall accrue on a daily basis from the due date until the date of actual payment.

### 1.8 Assignment of Debts

Priory Group reserves the right to assign to a third party any outstanding debts or accounts due to Priory Group for the purpose of recovery of the same by that third party.

## 2. GENERAL TERMS AND CONDITIONS

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## 2.1 Your Obligations

Whilst receiving the Services and any services from self-employed consultants, you are required and agree to: (i) abide by the rules, regulations and policies applicable at the Site; (ii) commit to the treatment provided and/or arranged by us pursuant to the Services; (iii) not to be in possession of alcohol or any illegal substances; and (iv) not to be abusive, or discriminatory against any other patients or staff. We operate a zero tolerance policy in respect of physical and verbal abuse towards any person whether a member of staff or our agents, or contractors. For further information please see the Confirmation Letter.

## 2.2 Your Cancellation Rights (In-Patients)

If you cancel the Services before the date of admission, we reserve the right to retain the Deposit to cover the reasonable costs we have incurred in arranging the services and securing a place for you at the Site.

2.2.1 If you terminate the Services in the first seven days from admission you will remain liable for all the fees for the first seven days. Subject to 2.2.3 below, we will refund you all other amounts that you have prepaid.

2.2.2 If you terminate the Services after the first seven days from admission, subject to 2.2.3 below:

(a) For all Sites other than the Cottage at Lifeworks, we will refund you all other amounts that you have prepaid; and

(b) In respect of the Cottage at Lifeworks only, your termination will not take effect for seven days and you will remain liable for all Fees for that period to cover our costs in securing your place and for the Services to be provided for that period.

2.2.3 Refunds where we have not provided Services to you are subject to:

(a) you having paid all amounts owed to Priory;

(b) deduction of any personal expenses and additional costs incurred; and

(c) disapplication of any discount that you received as a result of committing to a fixed period of time.

## 2.3 Your Cancellation Rights (Out-Patients/Day Care Patients)

We will charge a cancellation fee equal to 100% of the cost of your appointment if you cancel any appointment within twenty four hours of your scheduled appointment.

## 2.4 Our Cancellation Rights

We reserve the right to delay your admission, suspend and/or stop providing the Services to you at any time for the following reasons: (i) you are in breach of your obligations under this Agreement; or (ii) we are unable to perform any of our obligations under this Agreement as a result of an event outside of our control; or (iii) we mutually agree on your discharge.

If we terminate the Services due to your breach of this Agreement (including failure to comply with any payment obligation), the termination will not take effect for 7 days. We will then refund you for any remaining time where we have not provided Services to you subject to deduction of any personal expenses and additional costs payable and disapplication of any discount provided. If we terminate the Services for any other reason, we will refund any advance sums for Services we have not provided.

## 2.5 Complaints

While we and your consultant will always try to meet your expectations, we cannot guarantee the result of the care or treatment. Notwithstanding the above, we have in place a complaints procedures, details of which can be obtained from the Site or found on the Priory Group website, search Complaints Procedure.

## 2.6 Consultants

Many of our consultants are self-employed and provide their services direct to you and not on our behalf. That consultant/practitioner remains fully liable to you for your medical care and we cannot accept any liability for his/her care, treatment, advice or practice.

As noted in paragraph 1.2 above, unless we inform you otherwise, self-employed consultants will charge you separately for his or her services. The Fee Amount that we charge you will not include their costs.

In addition, Consultants will act as independent Data Controllers in respect of your personal data. Please ensure you have read and understand their privacy notice. These Consultants will share some of your personal data with us for clinical and regulatory purposes and we will process that personal data in accordance with our privacy notice.

Priory will remain responsible for your care, treatment, advice and practice and will act as data controller where the consultant is employed by Priory.

## 3. RESPONSIBILITY FOR LOSS OR DAMAGE

3.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with the terms of this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach or our failing to use reasonable care and skill. We are not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if they were an obvious consequence of our breach or if it was contemplated by you at the time we entered into this Agreement.

3.2 We do not exclude or limit in any way our liability to you where it would be unlawful. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; including the right to receive services which are as described and supplied with reasonable skill and care.

We are not liable for damage to your property while providing the Services unless caused by us. You are responsible for your own property whilst in our care and you are encouraged to use any lockers or secure storage provide by us. We will immediately dispose of any personal property that you leave at a Site following discharge.

3.3 You will be liable for any damage to our property caused by you or by your guests.

## 4. EVENTS OUTSIDE OF OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by an event outside our reasonable control.

If an event outside our reasonable control takes place that affects the performance of our obligations under this Agreement we will contact you as soon as reasonably possible to notify you, and our obligations under this Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our reasonable control.

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You may cancel the contract if an event outside our reasonable control takes place and you no longer wish us to provide the Services. Where you cancel the Services due to an event outside of our control no cancellation fee will be applied.

## 5. DATA PROTECTION AND CONFIDENTIALITY

The confidentiality of your information is of paramount concern to Priory Group. To this end, Priory Group complies with UK data protection laws including the Data Protection Act 2018 and all medical and clinical confidentiality guidelines issued by professional bodies such as the General Medical Council and the Nursing and Midwifery Council.

Details of processing of personal data undertaken are provided in the Priory Group Privacy Policy, which can be found at <https://www.priorygroup.com/privacy-cookies>

## 6. THE CONTRACT

6.1 These, and the Confirmation Letter and any rules, policies and other documents referenced herein or provided to you at the relevant Site, are the terms and conditions on which we supply Services to you and form the contract for services between you and us. By signing the Agreement, you agree to these terms and the form of the contract. In some cases, the Site is operated by one of our Affiliates, and where this is the case, Priory Healthcare Limited is acting as a disclosed agent to that Affiliate, and that Affiliate is acting as principal.

6.2 This contract is between you and Priory Healthcare Limited or an Affiliate. No other person shall have any rights to enforce any of its terms.

6.3 This Agreement is governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts, however, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

6.4 If there is any conflict or inconsistency between any marketing materials and these terms, these terms will take precedence.

6.5 We may transfer our rights and obligations under this Agreement to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under this Agreement.

6.6 We may change the terms of this Agreement at any time, however, any changes to the 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 through or currently receiving when the change to these terms is made.

6.7 If you wish to end any care or treatment before it is completed, you may do so and your rights to do so are set out in paragraphs 2.2 and 2.3.

6.8 No term of this Agreement, including but not limited to any payment obligation you may have to us, shall be waived by the Priory Group unless we have expressly waived that right in writing signed by a duly authorised signatory of Priory Group.

## 7. INFORMATION AND HOW TO CONTACT US

7.1 It is important that you keep us updated of any changes in your contact details.

7.2 We are a company registered in England and Wales. Our company registration number is 06244860 and our registered office is at 80 Hammersmith Road, London W14 8UD. Where we are acting for one of our Affiliates we are acting as a disclosed agent and the principal is the relevant Affiliate.

7.3 The entity responsible for your care (either Priory Healthcare Limited or an Affiliate) will be as set out in your Confirmation Letter. If you have any questions or if you have any complaints, or you wish to contact us (for example, to cancel the contract), you can contact us by telephoning our team at the telephone number noted in the Confirmation Letter. You may also contact the Site where you are receiving care or treatment or us at the address set out above.

## 8. DEFINITIONS

In this Agreement, the following defined terms shall apply.

When we use the words “we”, “us” or “our” in this Agreement we mean a member of the Priory Group.

“**Confirmation Letter**” means the hard copy letter or email sent to you by the Priory Group setting out further details regarding the Services.

“**Affiliate**” means any Site owned or operated by any member of the Priory Group (excluding Priory Healthcare Limited).

“**Priory Group**” means Priory Healthcare Limited or any company within the same group of companies as Priory Healthcare Limited.

“**Priory Group Rack Rates**” means the fees payable for the Services. For the avoidance of doubt this excludes the Expenses and any self-employed consultants fees for patients other than in-patients or day care patients.

“**Site**” means any hospital or Wellbeing Centre operated by Priory Healthcare Limited or any of its Affiliates.