

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.

30. **Your property:** Hospitals can be busy environments. While we will take all care to ensure the safety of your belongings, Spire does not accept any responsibility for the theft or loss of, or damage to, any of your or your visitors' property.
31. **Minors:** 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:
 - a. "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 Spire to that child or such references which appear in Part F (Other Terms and Conditions: All Patients) or on the front page of these Terms; and
 - b. "your" shall include, as well as the child, the parent or guardian of such child in respect of any references which appear in paragraphs 25 or 26 of these Terms.
32. **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.
33. **Changes in Applicable Law:** You acknowledge and accept that Applicable Law may change and thereby prevent Spire from providing certain Care. If such a change occurs and the change has an effect on your Care, then Spire shall contact you to inform you of the change and the consequences of the change.
34. **Assignment of Agreement:** Subject to any restrictions or requirements imposed by Applicable Law, Spire may transfer and assign this Agreement to any person who acquires all or substantially all of the assets of Spire or to any other member of the Spire Group.
35. **Third Party Rights:** A person who is not a party to this Contract shall not have any rights under or in connection with it.
36. **English Law:** These Terms are governed by and shall be construed in accordance with English Law and the English Courts shall have exclusive jurisdiction.

37. 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 1;

"Consultants" has the meaning given to it in paragraph 23;

"Contract" has the meaning given to it in paragraph 26;

"Fixed Price" has the meaning given to it in paragraph 9;

"Hospital" means a Spire 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;

"Spire", "we" or "us" means (a) Spire Healthcare Limited where the Hospital where you receive your Care is operated by Spire Healthcare Limited; or (b) Classic Hospitals Limited where the Hospital where you received your Care is operated by Classic Hospitals Limited; or (c) Spire Thames Valley Hospital Limited where the Hospital where you received your Care is operated by Spire Thames Valley Hospital Limited; or (d) London Fertility Centre Limited where the Hospital you received your Care is operated by London Fertility Centre Limited. A list of Hospitals and the company that operates them can be provided on request or found at www.spirehealthcare.com/About-Spire-Healthcare/Spire-Group;

"Spire Group" means Spire Healthcare Limited, Classic Hospitals Limited and any company under the same control as these companies;

"Spire Standard Rates" means the Spire standard rates for Care which can be found at www.spirehealthcare.com/About-Spire-Healthcare/Spire-Standard-Rates;

"Sundry Items" means personal items incidental to your Care, including meals for your visitors, newspapers and phone calls;

"Terms" means these terms and conditions;

"Treatment Letter" has the meaning given to it in paragraph 26; and

"Treatment Package" has the meaning given to it in paragraph 9.

Spire Healthcare Patient Terms & Conditions

Version 2.0 with effect from 1 October 2010

Please read these terms and conditions (the "Terms") carefully. They set out the terms upon which you will be provided with treatment at a Spire hospital or clinic ("Hospital") and replace any previous terms and conditions that you may have received. Please ask us if there is something that you would like explained further before you sign the Registration Form.

Part A – Insured Patients

This section will apply if you are covered by private medical insurance

1. You agree to pay for care, treatment, diagnosis, services (including Sundry Items) and goods provided by us (together, your "Care").
2. Whilst you will remain responsible for the payment of your Care, where you have private medical insurance:
 - a. we will, where possible, process the insurance claim for your Care 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. where we process your insurance claim and your insurer pays us direct, the rate agreed between Spire and your insurer will apply to your Care. You will remain responsible 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 paragraph 25.
3. It is your responsibility to confirm with your insurer in advance that your Care is covered by your insurance policy and Spire will not obtain any such confirmation on your behalf.
4. 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.

5. Please note that your insurance policy may not cover the cost of Sundry Items or other items such as specialist equipment, like crutches or wrist braces, or it may cover only part of such costs. You will be required to pay for any such items not reimbursed by your insurers.
6. 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 Spire, the Spire Standard Rates will apply to your Care.
7. If no rate has been agreed between Spire and your insurer in respect of your Care, the Spire Standard Rates will apply to your Care.
8. Where we invoice you for your Care or an element of it you agree to pay us the amount invoiced within 7 days without deduction or set-off.

Part B – Self-Pay: Fixed Price

This section will apply if you are paying for your own Care and your Treatment Letter states that we have offered you a fixed price.

9. You have been sent a Treatment Letter that will confirm what treatment or procedures are being carried out at the Hospital ("Treatment Package"), how much you will pay for that Care ("Fixed Price") and how you pay. Please ensure you read this letter carefully. As set out in Part F (Other Terms and Conditions: All Patients), your Treatment Letter is part of your Contract with Spire.

What is included in the Fixed Price?

10. The Care related to your Treatment Package, as set out in your Treatment Letter, is included in the Fixed Price. This includes:
 - all Consultants' fees while you are in Hospital (unless your Treatment Letter says otherwise);
 - your accommodation in the Hospital including your meals;
 - your nursing care;
 - operating theatre charges;

- tests, treatments, drugs and dressings you may need during your stay in Hospital;
- essential medical or surgical equipment;
- x-rays, scans and physiotherapy that you require during your stay in Hospital;
- take home drugs for 48 hours after discharge;
- if set out in your Treatment Letter, a fixed number of outpatient physiotherapy sessions; and
- one follow-up appointment with your Consultant after you leave Hospital (unless your Treatment Letter says otherwise).

What is not included in the Fixed Price?

- The following items are not included in the Fixed Price. If you have not paid for these already, you will be asked to pay for these separately at the Spire Standard Rates (if applicable). The items not included in the Fixed Price are:
 - your initial consultation and any tests carried out at the time of that consultation;
 - Care not listed in your Treatment Letter as being part of your Treatment Package or care listed in your Treatment Letter as being excluded from your Treatment Package;
 - chemotherapy drugs or IVF drugs not listed in your Treatment Letter as being included in the Fixed Price;
 - “Sundry Items” such as telephone calls, newspapers and meals for visitors;
 - care that you receive anywhere other than at the Hospital where you have booked your Treatment Package;
 - Care you receive that is not related to your Treatment Package, including treatment of complications and any condition associated with, or arising as a result of, pregnancies resulting from IVF treatment; and
 - anything else not covered in paragraph 10 above.

What happens if I decide not to go ahead?

- If you decide not to go ahead with your Treatment Package, you will need to pay for the Care that you have received up until the point of cancellation. This will be charged at Spire Standard Rates. We reserve the right to charge a cancellation fee in accordance with paragraph 24.
- If you have already paid for your Treatment Package, we will refund your payment, less any amount that you owe to the Hospital and/or the Consultant. Please note that we will pay any refund only to the cardholder or person who made the original payment.

- Note that if your Consultant cancels your Treatment Package because they consider it is not in your best interests for medical reasons, and you have already paid for your Treatment Package, we will refund your payment less the costs of Care that you have received up until the point of cancellation. This will be charged at Spire Standard Rates.

What happens if my stay is shorter than expected?

- 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.

What happens if I suffer complications?

- While the Hospital and your Consultants will do their best to ensure a satisfactory outcome, no clinical procedure is entirely risk-free and the results of any particular treatment cannot be guaranteed with complete certainty. You can find treatment summaries containing information on a range of treatments, including common complications, on the Spire website at www.spirehealthcare.com/Our-Treatments.
- The Fixed Price includes the cost of treating any complications at a Spire Hospital for 90 days following the date of your procedure where those complications arise directly out of the treatment you receive as part of your Treatment Package and are identified within 30 days of your discharge from Hospital, provided that you have followed the advice of your Consultants and any other medical professionals involved in your Care following the procedure. This treatment includes any consultations, out-patient, day-care and in-patient treatment which your Consultant says you need and which the Hospital agrees to provide. If we are unable to re-admit you to the same Hospital we will make the most appropriate alternative arrangements at another Spire Group Hospital at no additional cost to you.

What happens if I decide to stay in hospital longer?

- If, with the agreement of the 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 Spire Standard Rates.

Part C – Self-Pay: Other

This section will apply if you are paying for your own Care other than as part of a Treatment Package

- If you have been referred to a Consultant at the Hospital or to the Hospital for treatment (e.g. surgery) or tests (e.g. blood tests, x-rays and scans) or other Care, you will pay Spire Standard Rates. As noted in paragraph 23 below, unless

otherwise indicated, your Consultant will invoice you separately for the treatment he or she provides you.

- On your 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.
- If you are an outpatient, you will need to pay for your Care prior to or on the day you attend the Hospital. If you are admitted to Hospital, you will need to pay a deposit (which may be the amount of the estimated costs of our Care) 7 days before you are admitted and settle your account on or shortly following discharge. If your Consultants’ fees are not included in your invoice, you will need to settle these directly with your Consultant.

Part D – NHS Patients

This section will apply to you if you are an NHS Patient and Spire is treating you on behalf of the NHS

- The costs of your Care and all Consultant fees are paid by the NHS. However the NHS is unlikely to pay for personal items incidental to your Care, including meals for your visitors, newspapers and phone calls (“Sundry Items”). If for any reason the NHS does not cover the Sundry Items, or it only covers part of the cost, you will be responsible for the payment of those costs that are not covered. We will ask you for your credit or debit card details when you come into the Hospital and you understand that we will keep these details until Sundry Items (including Sundry Items provided in any subsequent visits to Hospital) have been paid in full.

Part E – Other Terms and Conditions: Private Patients

This section applies to all Private Patients

- Consultants (Your attention is particularly drawn to this paragraph):** In these Terms, all consultants, surgeons and anaesthetists involved in your Care (including those doing so on behalf of a company or partnership) will be referred to as “Consultants”.
 - While at the Hospital, you will be under the care of the Consultant you have been referred to (usually a consultant or surgeon), who may also involve other Consultants in your Care if appropriate. Spire staff, including nurses, will provide your Care under your Consultant’s instructions.

- Consultants involved in your care are independent practitioners and are not employees of Spire. Accordingly, Spire will not be liable for any act or omission of a consultant (or the company or partnership that employs or engages the Consultants).
- Except where Spire expressly agrees to collect the Consultant’s charges as agent on behalf of the Consultant, Spire does not usually charge for the Consultant’s fees which will be charged separately to you.

- Cancellations:** We reserve the right to charge a cancellation fee if you cancel any appointment with Spire within 7 days of your scheduled appointment or admission date.
- Credit/Debit Card:** You are responsible for settling the cost of your Care before you are admitted or shortly after leaving the Hospital. We will ask you for your credit or debit card details when you come into the Hospital or when you make your appointment. You understand that we will keep these details until the costs for your Care including Sundry Items (and including Care provided in any subsequent visits to Hospital) have been paid in full either by your insurer or yourself. If you have not paid before you leave the Hospital, you agree that we can debit the outstanding balance from your card upon 7 days of notice to you.

Part F – Other Terms and Conditions: All Patients

This section applies to all Patients

- Your Contract with Spire:** These Terms, along with the Registration Form and, if applicable, the letter we have sent you regarding your treatment (the “Treatment Letter”) form your contract with Spire for your treatment at the Hospital (“Contract”) and by signing the Registration Form you agree to be bound by their terms. If there is any conflict between these Terms and the Treatment Letter, these Terms will take precedence. If there is any conflict between the Contract and any marketing material, the Contract will take precedence. Spire may amend these Terms from time to time. The current Terms can be found at www.spirehealthcare.com/Contact-Us/Terms-And-Conditions.
- Sundry Items:** A list of our prices for Sundry Items is available on request.
- Spire Standard Rates:** Unless the Terms or your Treatment Letter (if applicable) provide otherwise, the Spire Standard Rates will apply to your Care.
- Notices and your contact details:** You must keep us updated of any changes in your contact details, as Spire will correspond with you at