

**Terms and Conditions  
of The Horder Centre Premium Plus Scheme  
for Fixed Price Surgery**

These terms and conditions (“these Conditions”) shall apply to every contract between The Horder Centre (Co. Reg. No. 03052242) whose registered office is at St John’s Road, Crowborough, East Sussex (“The Horder Centre”) and its patients (“You”) in relation to its Premium Plus Scheme for Fixed Price Surgery (“the Scheme”).

**1. Admittance to the Scheme**

- 1.1 In order to be considered for the Scheme, You must sign and return The Horder Centre’s standard application letter (“Application Letter”). The Application Letter will specify the nature of the treatment You are seeking (“the Treatment”) and the fixed price at which The Horder Centre will offer the Treatment (“the Fixed Price”). If The Horder Centre accepts Your application it will write to You confirming that You are being considered for the admittance to the Premium Plus Scheme (subject to these Conditions) and arrange for You to have an initial appointment with a Consultant/Specialist.
- 1.2 If the Consultant/Specialist recommends that You be accepted for the Scheme, an appointment will be booked for a preoperative assessment. Once this is complete The Horder Centre will send You written confirmation of Your acceptance (“Acceptance Letter”) confirming the Treatment, the Fixed Price (which may have changed depending on the results of Your preoperative assessment) and details of what will be included in the Fixed Price. The cost of Your initial appointment and any diagnostic tests are excluded from within the Fixed Price.
- 1.3 If You are not accepted for the Scheme You must pay for Your initial appointment and any diagnostic tests in accordance with The Horder Centre’s price list in force from time to time, within 30 days of receiving Your notification of non-acceptance. You will not be charged for your pre-operative assessment.
- 1.4 If You are accepted for the Scheme, You must pay for Your initial appointment and any diagnostic tests in accordance with the payment terms as set out in Clause 5 of these Conditions.
- 1.5 The Horder Centre retains the right to refuse to accept You as a patient under the Scheme for any reason even if the Consultant/Specialist recommends that You be accepted for the Scheme.
- 1.6 Please note that in some instances the Fixed Price quoted may be a range of prices, to allow for differing prosthetics or consumables, the need for which will be

determined by Your operation. In such cases the price payable by You (subject to the provisions of Clauses 3 and 4 of these Conditions) will not exceed the highest figure in the price range quoted.

## **2. Included in the Fixed Price**

Subject to Clauses 4 and 5 of these Conditions and unless otherwise stated in the Acceptance Letter, the following provisions / services will be included within the Fixed Price to the extent that they relate exclusively to the Treatment:

### 2.1 Before Your admission:

2.1.1 Pre-operative assessment, if necessary.

### 2.2 During Your hospital stay:

2.2.1 Hospital accommodation and meals.

2.2.2 Nursing care and facilities.

2.2.3 Operating theatre fees, all drugs and dressings.

2.2.4 Imaging, physiotherapy and pathology, to the extent that they are suggested/approved by Your Consultant/Specialist and provided at The Horder Centre.

2.2.5 the Consultant/Specialist fees.

2.2.6 Prosthesis/implants.

2.2.7 Use of any specialist equipment available at The Horder Centre the use of which is recommended by Your Consultant/Specialist.

2.2.8 The cost of any local telephone calls You make.

2.2.9 A daily newspaper of Your choice.

### 2.3 After Your discharge:

2.3.1 Take home drugs for up to 5 days after discharge and antibiotics and DVT prophylaxis for the prescribed period, if applicable.

2.3.2 Imaging, physiotherapy and pathology for a period of up to 120 days following the date of Your discharge, to the extent that they are

suggested/approved by Your Consultant/Specialist and provided at The Horder Centre.

2.3.3 Follow-up consultation/s, as agreed with Your Consultant/Specialist, which take place within 120 days from the date of Your discharge.

2.4 Other items:

2.4.1 Any medical or other services which are specifically stated as being included in the Fixed Price in the Acceptance Letter.

2.4.2 Treatment of any complication which occurs as a direct result of the Treatment, in accordance with Clause 6 of these Conditions.

### **3. Excluded from the Fixed Price**

The following provisions/services are specifically excluded from the Fixed Price and shall be charged for in addition to the Fixed Price:

3.1 Your initial appointment and any diagnostic tests carried out such as x-ray and MRI scans.

3.2 Any meals provided to Your visitors.

3.3 Any items of a personal nature including any travel expenses.

3.4 Any treatment of any condition outside the Treatment or not directly associated with Your condition as determined by Your Consultant/Specialist.

3.5 Any extended length of stay for non-clinical reasons.

3.6 Subsequent treatment after the Consultant/Specialist has advised that You are fit for discharge (unless specified as included in Clause 2.3 of these Conditions or in the Acceptance Letter).

3.7 Medication prescribed after discharge (other than take home drugs provided in accordance with Clause 2.3.1 of these Conditions).

3.8 The cost of any provisions / services or other items not specified as being included within the Fixed Price under Clause 2 of these Conditions or the Acceptance Letter.

#### **4. Conditions Attached to the Fixed Price**

##### **4.1 The Fixed Price will only apply if:**

- 4.1.1 Following receipt of Your signed Application Letter, the initial out-patient appointment with the Consultant/Specialist and the preoperative assessment, The Horder Centre writes to You confirming the Fixed Price in the Acceptance Letter;
- 4.1.2 The Treatment is given entirely in The Horder Centre unless in its discretion The Horder Centre decides otherwise;
- 4.1.3 Payment is received in accordance with Clause 5 of these Conditions;
- 4.1.4 Your Consultant/Specialist is satisfied that You have no other medical conditions likely to give rise to complications or the need for additional treatment;
- 4.1.5 You go ahead with the Treatment within 90 days of the date of the Acceptance Letter; and
- 4.1.6 Your acceptance on the Scheme is not cancelled in accordance with Clause 7 or Clause 8 of these Conditions.

4.2 If You discharge Yourself against the advice of Your Consultant/Specialist or fail to comply with any reasonable instructions given by Your Consultant/Specialist, no further services will be provided as part of the Scheme.

#### **5. Payment**

5.1 All prices quoted are inclusive of VAT.

5.2 Where a Fixed Price has been quoted and You have received an Acceptance Letter, You must pay the following to the Business Office at The Horder Centre in cleared funds at least 10 days prior to admission for Your Treatment:

- 5.2.1 the Fixed Price;
- 5.2.2 the cost of Your initial appointment;
- 5.2.3 the cost of any diagnostic tests; and
- 5.2.4 any other costs or fees stated in the Acceptance Letter to be payable prior to admission for Your Treatment.

- 5.3 Where the Fixed Price quoted is a range of prices to allow for differing prosthetics or consumables, the amount payable under Clause 5.2.1 of these Conditions will be the figure at the highest end of the range. In the event that the costs of the prosthetics and consumables used for Your Treatment are less than the highest price in the range, The Horder Centre will refund Your overpayment within 30 days of Your discharge date.
- 5.4 The cost of all personal and excluded items (as set out in Clause 3 of these Conditions) which are provided before the date of Your discharge, must be paid for upon Your discharge from The Horder Centre. The cost of any other personal and excluded items must be paid in accordance with The Horder Centre's standard payment terms of 30 days.
- 5.5 Where You are late in paying any amounts due to The Horder Centre under these Conditions, The Horder Centre will be entitled to charge You interest at a rate of 2% above the base rate from time to time of Barclays Bank plc from the due date for payment until payment is received in full by The Horder Centre.
- 5.6 All Consultants and Specialists used by The Horder Centre provide their services direct to You and not on behalf of The Horder Centre. The Consultant/Specialist remains fully liable for Your medical care and The Horder Centre cannot accept any liability for his/her practice. Where Consultants' or Specialists' fees are included within the Fixed Price The Horder Centre collects their fees as agent.
- 5.7 Other than as set out in Clause 5.3 of these Conditions, no discount or refund to the Fixed Price shall be given in the event that the Treatment is carried out more quickly or at lower cost than that agreed.
- 5.8 The Horder Centre reserves the right to refuse admission to a patient who has not paid in full. In this situation, The Horder Centre may cancel Your acceptance on the Scheme in accordance with Clause 8 of these Conditions.
- 5.9 Please note that there is **no handling charge** for invoices that are settled by credit card.

## **6. Complications**

- 6.1 Any complications which occur as a result of the Treatment within 120 days of the date of surgery will be dealt with as part of the Fixed Price, provided that:
- 6.1.1 You have followed all advice given by the Consultant and/or Specialist;
- 6.1.2 the complication is reported to The Horder Centre within 120 days of the date of surgery; and

- 6.1.3 the complication is deemed by the Consultant or Specialist (whose opinion shall be final and binding) to be directly associated with the Treatment.
- 6.2 Where, as a result of a complication, You need to be re-admitted to The Horder Centre for further treatment, The Horder Centre will use its reasonable endeavours to re-admit You as soon as conveniently possible.
- 6.3 Any medical condition that arises during Your inpatient episode, as a direct result of Your stay, will be managed within the Fixed Price until, in the Consultant's/Specialist's absolute discretion, You are fit for discharge.
- 6.4 Where a medical condition arises during Your stay as an inpatient as a direct result of Your stay and the Consultant/Specialist decides that You are fit for discharge but advises that the medical condition will require continued treatment as an outpatient, this outpatient treatment will be included within the Fixed Price for a period of up to 120 days following the date of Your discharge.

## **7. Cancellation By You**

- 7.1 If You need to cancel Your Treatment or if You would like to withdraw from the Scheme, please contact The Horder Centre on the dedicated Premium Plus telephone number.
- 7.2 If You cancel Your Treatment for any reason You will be charged for any costs relating to Your initial appointments and diagnostic tests.
- 7.3 If You withdraw from the Scheme but proceed with the Treatment, You will be responsible for the costs of the Treatment in accordance with The Horder Centre's standard payment terms.

## **8. Cancellation By The Horder Centre**

### **8.1 Cancellation as a result of Your breach**

The Horder Centre reserves the right to cancel Your Treatment or withdraw Your acceptance on the Scheme at any time, whether before or after the date which is set for Your admission, if:

- 8.1.1 The Horder Centre believes that any information provided by You has been incomplete or inaccurate;
- 8.1.2 You fail to pay the amounts due under these Conditions; or
- 8.1.3 You are in breach of these Conditions.

## **8.2 Cancellation for other reasons**

The Horder Centre reserves the right to cancel Your Treatment or withdraw Your acceptance on the Scheme at any time, whether before or after the date which is set for Your admission, if:

8.2.1 The Horder Centre is not able to provide the Treatment for any reason beyond its reasonable control;

8.2.2 The Horder Centre has made an error in the description or pricing of the Scheme;

8.2.3 there is a fault with any piece of equipment which is required to provide the Treatment; or

8.2.4 The Horder Centre and/or Consultant/Specialist believe that the Scheme or the Treatment is not suitable for You for whatever reason.

8.3 If The Horder Centre cancels Your Treatment or withdraws Your acceptance on the Scheme in accordance with Clause 8.1 or 8.2 of these Conditions, You will still be required to pay the cost for the initial appointments and diagnostic tests.

8.4 If Your acceptance on the Scheme is withdrawn for whatever reason and You proceed with the Treatment, You will be responsible for the costs of the Treatment in accordance with The Horder Centre's standard payment terms.

## **9. Events Outside The Horder Centre's Control**

The Horder Centre will not be liable or responsible for any failure to perform, or delay in performance of the Treatment of the provision of the Scheme, that is caused by events outside The Horder Centre's reasonable control.

## **10. Third Party Rights**

No person other than You and The Horder Centre shall have any rights to enforce any provision of these Conditions.

## **11. Invalidity**

Each of the provisions of these Conditions is severable. If any such provision is or becomes illegal, invalid or unenforceable in any respect under the law of the jurisdiction, the legality, validity or enforceability in that jurisdiction of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

## **12. Miscellaneous**

Your attention is drawn to the Terms of Admission to The Horder Centre which are set out in the Registration Form which You will be required to sign prior to admission, in particular those relating to valuables and data protection.

## **13. Governing Law and Jurisdiction**

These Conditions and the Terms and Conditions between You and The Horder Centre under these Conditions shall be governed and construed by the law of England and any dispute or claim arising out of or in connection with these Conditions or the contract shall be subject to the jurisdiction of the courts of England.

**Please note that the contract for Your Treatment is between You and The Horder Centre (and Your Consultant/Specialist where The Horder Centre acts as agent) and You will be responsible for the settlement of the Fixed Price and any other fees due regardless of whether those fees are intended to be met by insurance or otherwise.**