

## Patient Terms and Conditions

These are the terms and conditions on which One Stop Doctors Ltd (trading as OSD Healthcare) ("we" or "OSD Healthcare") supply our services to you. Please read these terms carefully before commencement of your care, treatment, diagnosis or other services we provide to you. **YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF PARAGRAPHS 12 (CONSULTANTS) AND 21 (LIMITATION OF LIABILITY).** These Terms, along with the confirmation letter issued by us and the documents enclosed with it (together, the "Confirmation Letter") and the Patient Admission/Registration Form constitute the entire agreement between the parties for your treatment at OSD Healthcare (the "Contract") and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

By signing the Patient Admission/Registration Form, you, your representative and the payor (as applicable) each confirm that they have read and understood and accept the terms of your Contract, including those relating to the use of your data.

### 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 OSD Healthcare 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.
3. It is your responsibility to confirm with your insurer in advance that your care is covered by your insurance policy. You acknowledge that OSD Healthcare may also contact your Insurer from time to time to confirm details of pre-authorisations and/or insurance cover.
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 specialist equipment fully or at all. You will be required to pay for any such items not reimbursed by your insurers. Please check with your insurer the extent of your cover and any omissions.
6. If you have private medical insurance to cover your treatment at OSD Healthcare, you will be required to provide your credit or debit card details when you come into the hospital. You acknowledge that these details will be stored on your file until all sundry items have been paid for in full. If there are insurance shortfalls or items that have not been covered by your medical insurance, we will notify you of the outstanding balance and will debit the required amount from your card upon 7 days of notice to you.
7. Where OSD Healthcare invoices 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

#### This section will apply if you are paying for your own care

8. We 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 clinic 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 OSD Healthcare, including any sundry Items, and will be expected to make payment prior to your admission. You could be refused admission if your account has not been settled by such time.
9. OSD Healthcare will invoice you for all diagnostic tests, screens and minor surgical procedures undertaken. OSD Healthcare will provide you with a quote prior to treatment. If during your consultation additional tests or procedures are required, you will be advised of expected costs.
10. Please note that we accept payment by way of all major credit cards but will not accept payment in cash or by cheque. We may require you to provide a 'swipe' of your credit card in advance of the provision of your treatment and will retain your details until we have received payment in full for your Care.
11. You will be expected to pay for any diagnostic tests, screening, treatment or minor surgical procedures undertaken on the day you attend, unless you have made a prior arrangement, such as a spread payment scheme, where a direct debit form must be completed.
12. Invoices for payment of any outstanding balance on the Patient's account will be issued periodically. If sums remain outstanding, a rate of interest will be applied to those outstanding sums at the rate, subject to applicable law, of 8% p.a. that will accrue on a daily basis. If you do not pay us for the services within 14 days following the due date for payment of an undisputed invoice then, in addition to any other remedies that may be available to us, we may by notice to you suspend supply of your Care (including cancelling any scheduled appointments) until all outstanding amounts have been settled. We will not charge you for the services during the period for which they are suspended. We reserve the right to appoint debt collection agents in connection with any unpaid amounts.

### Part C – General Terms and Conditions

#### This section applies to all Patients

13. **Consultants:** You will be under the care and control of your doctor who may also involve other doctors in treatment, if appropriate. OSD Healthcare provide accommodation, nursing care and ancillary treatment under the doctor's instructions. The doctor who admits the Patient is not usually an employee of OSD Healthcare and will normally provide separate invoices for his/her services. All consultants and clinical practitioners involved in your Care but not employed by OSD Healthcare, will be referred to as "Consultants".
  - a) While at OSD Healthcare, you will be under the care of the Consultant you have been referred to, who may also involve other Consultants in your care if appropriate. OSD Healthcare staff will provide your care under your Consultant's instructions.

- b) Consultants involved in your care are independent practitioners and are not employees of OSD Healthcare. Accordingly, OSD Healthcare will not be liable for any act or omission of a consultant (or the company or partnership that employs or engages the Consultants). The relevant relationship between OSD Healthcare and the Consultants is not one of employment or akin to employment. Consultants retain their own professional indemnity cover for your treatment. OSD Healthcare does not delegate any clinical function or services to the Consultants, as such Consultants retain responsibility for such care.
- c) OSD Healthcare may on occasion collect any Consultant's charges from you as agent on behalf of the Consultant.
- d) Prior to any tests or treatment, your consultant (or OSD Healthcare) shall provide you or your representative with the following information in writing (or verbally for further tests given on the same day as the Patient's pre-treatment inpatient consultation):
  - a reason for the further test or treatment;
  - the total estimated consultant fees for your treatment (and, if appropriate, any alternative treatment options);
  - advice that the estimate may not include all services (e.g. fees arising from unforeseen circumstances); and
  - a reminder to check Private Healthcare Information Network's website to review any publicly available information on the quality of performance of the relevant OSD Healthcare facility and Consultant.

By signing the Patient Admission/Registration Form you confirm that you have received this information.

14. **Cancellations:** We understand that sometimes you may have to cancel an appointment. Cancellations can be made by telephone, email or in person. To avoid cancellation fees and to help us maintain our level of service, please notify us at least 24 hours prior to your appointment. We reserve the right to charge you a cancellation fee for any appointment that is cancelled by you on less than 24 hours' notice or in the event that you fail to attend your appointment.
15. If there is any conflict between these terms and the Confirmation Letter, these terms will take precedence. If there is any conflict between the Contract and any marketing material, the Contract will take precedence. You acknowledge that in entering into the Contract, you have not relied on any statement, representation, assurance or warranty that is not set out in the Contract. OSD Healthcare may amend these terms from time to time by notice to you or by making such terms available on our website. In addition, we require you to comply with any other policies we may introduce from time to time (including, but not limited to, Smoking or Harassment Policies).
16. If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the Contract.
17. **Notices and contact details:** You must keep us updated of any changes in your contact details, as OSD Healthcare will correspond with you using 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 send an email.
18. **Your property:** While we will take all care to ensure the safety of your belongings, whilst on our site including within the car park, OSD Healthcare does not accept any responsibility for the theft or loss of, or damage to, any of your or your visitors' property.
19. **Children:** Where a person attends 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 OSD Healthcare to that child or such references which appear in "Other Terms and Conditions: This section applies to all Patients"; and
  - b) "your" shall include, as well as the child, the parent or guardian of such child.
20. OSD Healthcare is not responsible for the care of anyone who accompanies you to an appointment. In addition, OSD Healthcare may not be able to perform your scheduled examination, procedure, treatment or test if an elderly, frail or vulnerable adult, baby or small child comes with you and could require looking after.
21. Whilst OSD Healthcare and your Clinician 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. Your Clinician will explain risks and benefits to you during your consultation and you will be provided with after care information following any surgical procedures.
22. **Limitation on Liability:** OSD Healthcare accepts no liability for any loss or damage that is foreseeable, in contract, tort (including negligence), misrepresentation, restitution or otherwise. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. 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 or for breach of your legal rights in relation to the services. Consultants remain fully liable to you for their clinical care and OSD Healthcare cannot accept any liability on their behalf.
23. OSD Healthcare will use reasonable efforts to ensure that any sample taken on site will be made available for collection by its contracted pathology service at the first available scheduled collection point after the sample has been taken. OSD Healthcare uses an external pathology service and, as such, has no control over their processing times once the sample has been couriered. As OSD Healthcare cannot warrant that its contracted pathology service will always achieve the test turn-around times quoted in Its Laboratory Guide, OSD Healthcare cannot accept any liability for any loss or damage of any nature related to sample results returned outside of the expected timescale.

## Patient Terms and Conditions - Continued

24. **Privacy Policy:** OSD Healthcare respects the privacy of the individual (both patients and staff). Any information disclosed to medical, nursing or administrative staff is treated in confidence at all times. We will only use the personal information you provide to us to:
- provide your Care;
  - process your payment for such Care;
  - share data as detailed in the Data Protection section of these terms; and
  - if you agreed to this during the order process, to inform you about similar services that we provide, but you may stop receiving these communications at any time by contacting us.
25. Where we extend credit to you for the services, we may pass your personal information to credit reference agencies and they may keep a record of any search that they perform.
26. **Severability:** If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.
27. **Waiver:** A waiver of any right or remedy under the Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by OSD Healthcare to exercise any right or remedy provided under these terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.
28. **Changes in Applicable Law:** You acknowledge and accept that Applicable Law may change and thereby prevent OSD Healthcare from providing certain care. If such a change occurs and the change has an effect on your Care, then OSD Healthcare shall contact you to inform you of the change and its consequences for your Care.
29. **Assignment:** We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.
30. **Third Party Rights:** A person who is not a party to this Contract shall not have any rights under or in connection with it.
31. **Governing Law:** The Contract and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it shall be governed by and construed in accordance with English Law and the English Courts shall have exclusive jurisdiction.

## Data Protection

32. **"Data Protection Laws"** means the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulation (2016/679) (GDPR) and any other Applicable Law relating to the processing, privacy or use of Personal Data. Personal Data shall have the meaning given to it in the relevant Data Protection Law with Personal Data including sensitive Personal Data and special categories of Personal Data. **"Applicable Law"** shall mean all applicable statutes, regulations, orders, regulatory requirements, by laws, ordinances, rules, subordinate legislation and other laws, including any judicial or administrative interpretation of them, in force from time to time.
33. OSD Healthcare is committed to protecting and respecting patient privacy and to complying with Data Protection Laws and medical confidentiality guidelines. Everyone working in OSD Healthcare has a legal duty to keep information about you confidential and there are very strict rules and procedures in place to ensure that your personal data is kept secure and confidential at all times.

## Processing your Personal Data

34. Under Article 6 and Article 9 of the GDPR, your Personal Data will be kept confidential and secure and will only be used for the purpose(s) for which it was collected and in accordance with applicable Data Protection Laws and medical confidentiality guidelines.
35. We process your Personal Data:
- in order to provide you with medical care and treatment;
  - when necessary to fulfil our obligations under any contract we have entered into with you and to provide you with information or services requested;
  - with your explicit consent, for example to send updates to a nominated contact(s) (should you have one) or send you third party marketing communications;
  - when the processing is in our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests; and
  - when required or allowed by any applicable law.

## Sharing personal data with third parties

36. Under Article 6 and Article 9 of the GDPR, we may need to share your personal data with those involved in your treatment or care at OSD Healthcare and, in some instances, third parties in order to support the provision of your healthcare and ensure that we will be provided with payment for those services.
37. Personal Data that we collect from you may be transferred to, and stored at, a destination outside of the UK and the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers (this work may also include transcription of medical notes). Where we transfer your Personal Data outside the EEA, we will ensure that there are adequate protections in place for your rights, in accordance with Data Protection Laws. By submitting your Personal Data, and in providing any Personal Data to us, you understand the basis for this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your information is treated securely and in accordance with these terms and conditions.
38. We will provide standard discharge information to your GP to support your care at a later date unless you specifically ask us not to. Please ensure any such request is in writing.
39. We may share your Personal Data internally for the purposes of a clinical audit by OSD Healthcare to ensure we maintain our high standards of patient care.

40. We may share your non-medical Personal Data on a strictly confidential basis for the purposes of efficient administration, for example audit, financial management and credit control and managing or improving our services.
41. In some instances we are obliged by law to disclose Personal Data (for example where it will assist in investigations into fraud, notification of births and deaths).
42. We may share your Personal Data with audit projects including national disease databases intended to evaluate the health of the nation and the quality of related care.
43. We may share your Personal Data with ethically approved research projects which measure the long-term effectiveness of treatment. There will be a specific consent form for contribution to any research projects.
44. We may share information with third parties who are responsible for your treatment expenses, for example your insurance company. In the event that a bill is unpaid, then we may need to share data with other professionals such as solicitors, collection agents, or credit referencing agencies. We will provide the minimum information needed to achieve the stated goal.
45. Wherever possible, we will anonymise your data.

## Consent

46. In general, we will endeavour to obtain your consent to process your Personal Data. However there may be instances where we will not rely on consent as a legal basis for processing your Personal Data (for example if you are too ill to give your consent, information may need to be shared without your consent in order to treat you. In these circumstances OSD Healthcare will make every effort to obtain consent from a next of kin or whoever may act in your best interests, taking into account your previously expressed wishes).
47. We will always obtain your consent before:
- sharing information about the progress of your treatment with your family and friends. On your admission, we will ask you to identify your emergency contact. We will only share your Personal Data with these identified individuals. Sometimes this means refusing to disclose information about you to someone who feels they should know about your treatment and progress. Please make your family and friends aware of this.
  - sending third party direct marketing communications to you via email or text message (you have the right to withdraw consent to marketing at any time by contacting us); and
  - processing the Personal Data of a child for whom you have parental responsibility.
48. Where we are relying on consent to process Personal Data, you have the right to withdraw your consent at any time by contacting us at [dataprotection@osdhealthcare.co.uk](mailto:dataprotection@osdhealthcare.co.uk), or at OSD Healthcare, One Medical House, Boundary Way, Hemel Hempstead, Hertfordshire, HP2 7YU

## Your Rights under Data Protection Laws

49. You have certain rights under Data Protection Laws in relation to your Personal Data. Below is a short overview of the most commonly used rights, for more information, you may like to consult the Information Commissioner's Office website ([www.ico.org.uk](http://www.ico.org.uk)):
- Data Subject Access Request: with some exceptions (designed to protect the rights of others), you have the right to a copy of the Personal Data that we hold about you (both in computer and manual records) as well as information about what we do with it, who we share it with and how long we will hold it for. We may charge a reasonable fee for additional copies of that Personal Data beyond the first copy, based on our administrative costs.
  - Right of Erasure: where applicable the right to have your Personal Data erased where we have no reason to continue processing (note that there may be specific rules relating to health and/or financial information).
  - Data Portability: the right to move, copy or transfer Personal Data you have provided to us.
  - Right to Rectification: the right to have the Personal Data we hold about you corrected if it is factually inaccurate. It is important to understand that this right does not extend to matters of opinion, such as a medical diagnosis. If any of your personal data has changed, please get in touch with [enquiries@osdhealthcare.co.uk](mailto:enquiries@osdhealthcare.co.uk).
50. If you want to exercise your rights in respect of your Personal Data, the best way to do so is to contact us by email at [dataprotection@osdhealthcare.co.uk](mailto:dataprotection@osdhealthcare.co.uk), or to write to us at OSD Healthcare, One Medical House, Boundary Way, Hemel Hempstead, Hertfordshire, HP2 7YU. In order to protect your privacy, we may ask you to prove your identity before we take any steps in response to such a request.

## CCTV, Video and Telephone Call Recordings

51. OSD Healthcare uses CCTV for security purposes only and areas monitored by CCTV are signposted. CCTV images and videos may be retained for 30 days in accordance with ICO guidelines.
52. Your call to service departments within our facilities may be recorded for training purposes.

## Retention, Storage and Destruction of Personal Data

53. Your personal data is stored in a confidential manner whether it is in manual or computerised form and it will be kept for the specific retention periods outlined by the relevant professional bodies. Destruction of data, either manual or digital is undertaken using documented procedures with an audit trail of activity and destruction.

## Code of conduct

54. OSD Healthcare is committed to providing high quality, cost-effective healthcare and its employees act with absolute integrity. To further endorse this behaviour, OSD Healthcare has produced a Code of Conduct which provides guidance to all employees and helps them to carry out their work within appropriate legal and ethical standards. If you wish to review the Code of Conduct, please ask a member of the OSD Healthcare team who will make these available to you.