

## **Private Patient Services – our Contract with you for patients wholly funded through a medical or insurance claim (Solicitor/ Court managed funds)**

### **1. INTRODUCTION**

- 1.1. The following paragraphs set out the Terms and Conditions (“Terms”) of your contract with Sciensus Pharma Services Limited (“SPSL”) for your care or Treatment (our “Contract”). We also refer to ourselves as ‘Sciensus’.
- 1.2. Your Consultant will have discussed the referral to Sciensus for your homecare treatment with you. By agreeing to receive your Treatment with SPSL you agree that these Terms will apply to you.
- 1.3. These Terms and Conditions (“Terms”) apply to patients whose Treatment is being wholly funded by a fund set up to cover your Treatment costs following a medical claim or incident. These funds are usually managed by the court or via a firm of solicitors or a person appointed to manage the fund (“Solicitor or Representative”).
- 1.4. Where a third party is managing the funds relating to your Treatment we will contact them to set up arrangements for sending invoices to them following your Treatment and our Terms for Payment. We have set out details of our payment terms below.
- 1.5. We are only able to set up one person or organisation to pay invoices, so if the funds for your Treatment are coming from several sources e.g., partly covered by a claim and partly covered by yourself or two separate claims we will ask you to nominate one person to manage the invoices and payments. These Terms and Conditions only apply to situations where the invoices for your Treatment are being paid via one person or organisation (They may be nominated to collect funds from other organisations and yourself). We cannot accept part payment of invoices from different sources. If this applies, we will ask you to manage payment arrangements yourself, and in that situation our Self Funder Terms and Conditions will apply. If this applies to you, please let us know.
- 1.6. The Contract will apply throughout the time you receive your Treatment from SPSL as a Private Patient. Please read this document and any Treatment letter sent to you by your Consultant carefully. At the end of this Contract, you will find definitions of some of the words and phrases we use. Words with capital letters such as Treatment are defined below.
- 1.7. Before your Treatment begins you will be asked to complete and return a Registration Form setting out your details and the details of the Solicitor / Representative managing the funding or claim. You will also either need to sign these Terms and Conditions or acknowledge via email that these will apply to you. There is a space at the bottom of these Terms to sign, and we explain how to do this below.
- 1.8. SPSL may amend and/or update these Terms from time to time. However, if we make any changes these will only apply to any new episode of Treatment you may receive. We will notify you of any amendments.
- 1.9. SPSL works closely with your Consultant to make every effort to provide the Treatment your Consultant has prescribed and within the timescale requested. However, SPSL reserves the right to cancel or change the date of your Treatment for operational or technical reasons; or because of an event outside the control of SPSL. Where this happens, we will give you as much notice as possible. Your Treatment may also be cancelled because your Consultant does not think it is in your best interests for you to proceed with the Treatment for medical reasons at that time. If your Treatment is cancelled we will, where appropriate, liaise with you to arrange an

alternative date to carry out your Treatment.

## **2. FUNDING YOUR TREATMENT**

- 2.1. SPSL provides Treatment to patients who may be funded in different ways. These Terms only apply to Patients' whose funding for Treatment is being managed by a nominated Third party e.g. a Solicitor or Representative following a claim or incident. You may want to share these Terms with them. Our Finance team will also contact them to set up arrangements for the payment of invoices.
- 2.2. Your Consultant will have discussed your referral to SPSL with you and given you a copy of the referral letter they have sent to us outlining your planned Treatment. Your Consultant will have told you how many Treatments they are recommending for you. The number of Treatment visits recommended for each Patient will vary depending on your diagnosis and the planned regimen of Treatment. Your Consultant will continue to have clinical responsibility for your care and will keep your Treatment under review.
- 2.3. Once we have received your referral from your Consultant, our Patient Liaison Lead ("PLL") or Clinical Pathway Nurse ("CPN") will contact you to discuss your planned Treatment.
- 2.4. When you are referred to SPSL we will provide you with an Estimate of costs for your anticipated Treatment. This Estimate will be based on the details your Consultant provided us with at the time of your referral. Your course of Treatment is likely to involve several Treatment visits together with other nurse visits to arrange blood samples and other tests which will be needed as part of providing your Treatment. We will try to ensure the Estimate of costs is clear, but please note it is not always possible to give you the exact cost of your full Treatment at the time you are referred to us. The total cost of your Treatment may vary dependent on several factors including: any other medical conditions you may have; if you need additional Treatment, blood tests or additional drugs, as requested by your Consultant. You will need to share this Estimate with the Solicitor or Representative managing the funds for your Treatment so that they can make appropriate arrangements to release the funds for payment of Treatment invoices.
- 2.5. The Estimate of costs is personal to you and the anticipated Treatment to be provided. The Estimate is confidential, but we appreciate you will need to discuss this with your Consultant and the Solicitor or Representative managing the funds for your care on a confidential basis. Prior to your referral for Treatment your Consultant may also have requested an Estimate of the likely cost of your type of Treatment in order to discuss options for your Treatment with you. Where this is requested, we will send this to you so that you can share it with your Consultant and / or your Solicitor/ Representative.
- 2.6. Prior to receiving your first Treatment, we will need to set up arrangements with your Solicitor/Representative for payment of our invoices. We will invoice after each Treatment visit setting out details of the Treatment provided. The cost of each Treatment visit may vary as we may need to carry out different blood tests or change your drugs and any additional medication prescribed for you. A copy of this invoice will also be sent to you.
- 2.7. We require payment of our Invoices strictly within fourteen (14) days of the date of the invoice. We will arrange to send invoices directly to your Solicitor / Representative. We will provide details of our bank account for payments to your Solicitor/ Representative.
- 2.8. For patients who are not ordinarily resident in the UK, or patients who are referred for a small number of Treatments only, we may require full payment in advance.
- 2.9. SPSL charges include the costs of SPSL nurse visits, drugs, pathology tests, Sundry Items and any additional services you have requested e.g., the use of scalp cooling equipment. You (via your Solicitor / Representative) are responsible for the payment of all SPSL charges.

### What happens if my planned Treatment changes?

- 2.10. Your Consultant will keep you informed of any planned changes to your Treatment. If the cost of your Treatment changes, for example: there are changes in your medical condition; you move to a different regimen; require additional drugs or tests, or have specific care requirements, SPSL will issue you with an updated Estimate of costs. You will need to share this with your Solicitor/ Representative so they can manage this as part of your claim/ funding.
- 2.11. SPSL charges do not include the cost of medical consultations or hospital bills, should you need to be admitted to hospital or be seen within an outpatient department.
- 2.12. Your Consultants Fees are dealt with separately, please see section 3.5 below.
- 2.13. SPSL reserves the right to amend its prices from time to time. If this happens, SPSL will give you advanced notice of any changes to the prices relevant to your Treatment. This will need to be shared with your Solicitor/ Representative.

### What happens if your funding changes or you reach a financial limit.

- 2.14. You or your Solicitor / Representative will need to let us know if your funding changes or you are getting close to any financial limit on your funding. If this occurs, we will need to refer you back to your referring Consultant to discuss the options for Treatment with you.

### What happens if you decide not to go ahead with Homecare Treatment?

- 2.15. If you decide not to go ahead with your Treatment, you should inform SPSL as soon as practical. This must be no later than **forty-eight (48) hours prior to the date of your planned Treatment visit**. You can contact SPSL by:  
Telephone: 0333 207 9882  
or email: [patientliaison@sciensus.com](mailto:patientliaison@sciensus.com)
- 2.16. **Please note:** Subject to paragraph 2.18 below, if you provide less than forty-eight (48) hours' notice to cancel a Treatment visit, you may be charged for any costs already incurred by SPSL for your intended Treatment. These costs may include any drugs which have been manufactured for you which cannot be reused or returned to stock; drugs (e.g. oral medication) which have been left with you for your use; SPSL nurse time where the nurse visit cannot be rescheduled or the nurse has visited you, but the Treatment does not take place; pathology tests which have been submitted; any third-party costs e.g. the hire charges for scalp cooling equipment etc. and any Treatment you have already received up until the point of cancellation; You will need to keep your Solicitor/ Representative informed if you need to cancel your Treatment as they will need to ensure this is covered as part of your claim/ funds.
- 2.17. If you decide not to go ahead with the referral for Homecare Treatment, we will retain your information on our system for six months and this will then be deleted. After this time, we will only retain basic information to confirm you had been referred and that our file was closed.

### What Happens if your Treatment is cancelled due to another reason?

- 2.18. If your Treatment is cancelled for a clinical reason e.g. your Consultant cancels your scheduled Treatment because they consider at the time it is not in your best interests for clinical or medical reasons with less than 48 Hours' notice, including where you are admitted to hospital. We will not charge you for the nursing costs incurred. You may however be charged for; cost of any drugs prepared for your treatment (except drugs which can be returned to stock or retained for future use); pathology tests which have been submitted; and any third-party costs e.g. the hire charges for scalp cooling equipment etc.

- 2.19 If SPSL are responsible for the need to cancel your Treatment, we will be responsible for any costs we have incurred for that Treatment visit.
- 2.20 If you are unable to receive your Treatment due to a failure of the delivery device/medical device due to your error; you will be required to meet the cost of a replacement device and the drug, where relevant. If a failure is deemed to be a medical device failure, SPSL will meet the replacement cost including the drug cost.

#### **Additional provisions for Patients from overseas**

- 2.21 If you are a patient who is not ordinarily resident in the UK, we reserve the right to ask you to confirm that you have leave to enter the UK and meet all relevant immigration criteria, including holding a relevant Visa and have made adequate arrangements to pay for your Treatment.
- 2.22 SPSL may contact the Home Office or UK Border Agency (as relevant) to clarify any information regarding your Visa or leave to enter or remain in the UK, in connection with your Treatment.
- 2.23 SPSL provides Homecare Treatment or Treatment in a suitable venue. You will be required to ensure you have a suitable place agreed for your Treatment to take place.
- 2.24 We may require a deposit in advance for your Treatment, to cover the full Estimated cost of your Treatment.
- 2.25 Please note that you may be liable to pay for all your NHS treatment whilst in the UK, whether related to your SPSL Treatment or not, and you should make appropriate arrangements to cover any additional cost of care that you may need.

### **3. YOUR CONSULTANT AND THEIR ROLE AND CHARGES**

- 3.1. SPSL agrees to accept patient referrals from approved Consultants who meet our criteria.
- 3.2. Although we accept referrals for Treatment, your Consultant remains responsible for the management of your Treatment throughout the time we are looking after you.
- 3.3. SPSL staff, including Nurses and Healthcare Practitioners, will provide your Treatment under your Consultant's instructions.
- 3.4. Consultants involved in your Treatment are independent practitioners and are not employees of SPSL. SPSL are not responsible for any act or omission of a Consultant (or the company or partnership that employs or engages the Consultant) or other independent medical practitioners not employed by SPSL involved in your Treatment.
- 3.5. SPSL does not charge any Consultant's fees. These will be charged separately to you, by the Consultant.
- 3.6. Your Consultant and their secretarial staff do not have the authority from SPSL to provide a quote or estimate of costs for any SPSL charges to you. Any likely costs from SPSL mentioned by them are subject to written confirmation by SPSL to you, the patient.

### **4. PRIVATE PATIENT'S OBLIGATIONS**

- 4.1. By agreeing to accept your Treatment from SPSL you accept that these Terms will apply to you, and you will be responsible for paying for the Treatment provided to you as set out in these Terms. We will invoice your nominated Solicitor / Representative directly and manage the payments from them.
- 4.2. You must keep SPSL updated with any changes in your contact details as we will correspond with

you using your last known contact details. If we need to send you a formal notice this will be sent by first class post and will be deemed to be received by you on the second working day after SPSTL post a letter to you, or where this is sent by email during normal office hours when we receive confirmation it has been sent. We will also send a copy of the relevant correspondence to your Solicitor / Representative.

- 4.3. We ask patients to let us have details of their next of kin or person to contact in case we cannot contact you.
- 4.4. You will have an agreement with your Solicitor/ Representative that they will manage the payment of Invoices on your behalf. If valid invoices are not paid within the time limits specified, SPSTL may refuse to provide any further remaining planned Treatment until any outstanding payment has been made. We will ask your Solicitor/ Representative to keep us informed of any issues with your funding and we will notify you if payments have not been received.
- 4.5. SPSTL reserves the right to charge interest on late payments. Such interest will be charged at 4% per annum above the current Bank of England base rate in accordance with the late Payment of Commercial Debts (Interest) Act 1998, as amended.
- 4.6. SPSTL has a zero-tolerance policy in relation to any unacceptable behavior towards its staff including: antisocial behaviors, racism, discrimination, threats, or abusive behavior whether this arises from a patient or another person in the household. If this occurs, we reserve the right to notify your referring clinician and funder, and where relevant, may refuse to provide further Treatment, or make this subject to conditions we consider appropriate.
- 4.7. Very occasionally, patients may not be suitable for homecare Treatment, e.g., because their circumstances change. If this happens, we will notify you and your Consultant, and your Consultant will discuss alternative options for your ongoing Treatment with you.

## **5. SPSTL- OUR COMMITMENT AND OBLIGATIONS TO YOU**

- 5.1. SPSTL is a regulated homecare provider and is registered and approved with the relevant Regulatory Bodies in the UK. All our Nurses are registered with the Nursing and Midwifery Council ("NMC") and have the relevant additional training and experience for the Treatment to be provided. We may also use experienced Healthcare Practitioners to provide parts of your Treatment.
- 5.2. When we accept your referral, we will, subject to these Terms, use our best efforts to provide your Treatment promptly and in accordance with the relevant professional standards.
- 5.3. SPSTL maintains appropriate medical indemnity Insurance to cover the Treatment provided to you.

## **6. EVENTS OUTSIDE OUR CONTROL (FORCE MAJUERE)**

- 6.1. SPSTL will not be liable or responsible for any failure to perform, or delay in performance of any obligations under these Terms that are caused by circumstances or an event outside SPSTL's reasonable control, such as the effects of wars or strikes, severe weather events, major traffic incidents or accidents, global pandemic, or failure of national networks or IT infrastructure or similar events.
- 6.2. If an event outside SPSTL's reasonable control takes place that affects your Treatment, we will try to contact you as soon as possible to notify you and will endeavour to put alternative arrangements in place.
- 6.3. If this happens our obligations under these Terms will be suspended to the extent needed and the time for performance of our obligations will be extended while the event outside SPSTL's reasonable control continues.

## **7. DATA PROTECTION ACT (looking after your personal data)**

- 7.1. In order to provide your Treatment it is necessary for us to process your personal information and to share this with third parties including your referring Consultant; your Solicitor / Representative where relevant (and other organisations who support the provision of our Services, such as our delivery company, pathology labs for blood tests, or other providers of Services used in your Treatment; and our insurers in the event of a complaint.
- 7.2. We only share relevant information which is necessary to provide your Treatment or invoice your Solicitor / Representative, where relevant, and SPSL will always keep your data safe and secure.
- 7.3. For further details on how we review your personal data please refer to our Privacy Policy which can be found on our website at [www.sciensus.com](http://www.sciensus.com)
- 7.4. By agreeing that SPSL will provide your Treatment, you accept we will be processing your information in accordance with our Privacy Statement.

## **8. MANAGING ANY COMPLAINTS**

- 8.1. Whilst we always try to ensure your Treatment is provided on time, and in the way we have agreed, we recognise that sometimes things may not be provided as you have expected.
- 8.2. In the event that you would like to make a complaint in respect of the service provided by SPSL, you can:
  - call our main switchboard on 0333 103 9499 at any time between the hours of 8:00am – 8:00pm Monday to Friday and 8:00am – 4:30pm Saturday/ Sunday.
  - e-mail our complaints team at [patientadvocacy@sciensus.com](mailto:patientadvocacy@sciensus.com)
  - or write to us at: FAO of Complaints Department, SPSL, 107 Station Street Burton on Trent Staffordshire DE14 1SZ
- 8.3. Please provide us with your name, Sciensus ID or any account information, and details of your complaint and your contact details.

### **What happens if you suffer any complications after your treatment?**

- 8.4. If you need urgent clinical assistance, please call your local emergency services.
- 8.5. If you have a clinical issue and need to speak to a SPSL clinician, you can contact our nursing service called Care Bureau on 0800 756 7589. Lines are open 24 hours a day 7 days a week.
- 8.6. Your Consultant will retain clinical responsibility for your care, and we will notify your Consultant as soon as practical in the event of any issues with your care and / or Treatment.

## **9. CHANGES IN APPLICABLE LAW**

- 9.1. This agreement is governed by the Law of England and Wales ("Applicable Law"). You acknowledge and accept that Applicable Law may change, and this may affect SPSL, some Treatment or parts of Treatment to you. If such a change occurs and the change has an effect on your Treatment, then SPSL will contact you to inform you of the change and the consequences of the change.



## 10. WHAT HAPPENS IF PART OF THIS CONTRACT BECOMES INVALID?

- 10.1. If any part of this Contract becomes invalid or unenforceable under Applicable Law, the rest of the Contract will remain in place, and we will work together to amend the Contract as far as possible to achieve the original intention.

## 11. ASSIGNMENT OF CONTRACT

- 11.1. SPSL is a homecare company, and we work with other companies in our group. Subject to any restrictions or requirements imposed by Applicable Law, SPSL may transfer and assign this Contract to any member of our group who is capable of providing your Treatment, or to a person who acquires all or substantially all of the business or assets of SPSL.

## 12. THIRD PARTY RIGHTS

- 12.1 Subject to the paragraphs below, a person who is not a party to this Contract shall not have any rights under or in connection with it.
- 12.2 We recognise that patients may be receiving support with their Treatment by a third party e.g., your next of kin or funder (Solicitor / Representative) . We will accept queries and complaints from persons acting on your behalf, where they have your authority.

## 13. VARIATION TO OUR TERMS

- 13.1 SPSL may vary these Terms from time to time. In the event SPSL vary these terms any changes which affect you will not apply during your current Treatment episode but will apply to any new referral for Treatment which starts after the changes take place.
- 13.2 Our current Terms are published on our website at: <https://www.sciensus.com/self-funder-patients-terms-and-conditions/>

## 14. WAIVER

- 14.1. If you or SPSL decide not to enforce any right or remedy under this Contract it does not mean that the rights are waived, and you or SPSL may enforce that right or remedy in the future.

## 15. GOVERNING LAW

- 15.1. These Terms are governed by and shall be construed in accordance with English Law and the English Courts shall have exclusive jurisdiction.

## 16. DEFINITIONS AND MEANINGS

The words set out in the first column have the meaning set out in the second column.  
Please note: these Terms and definitions are used across our Private patients Terms and Conditions and some of the words may not be used in this version of our Terms and Conditions.

"Applicable Law"	means any and all laws, regulations, guidelines and professional obligations applicable to this Contract; the provision of your Treatment; the performance of services for you, including looking after your personal data;
"Charges"	means the costs for providing our services including products, nursing time, tests

	and other Sundry items required for your Treatment. For Private patients funded by an Insurer or Solicitor the approved Charges will be payable by them;
“Clinical Pathway Nurse” or “CPN”	means a specialist nurse who is experienced in managing the type of Treatment recommended for you.
“Consultant”	means a senior hospital based physician or surgeon who has completed all of his or her specialist training and been placed on the General Medical Council ( GMC) (specialist register in their chosen speciality who is involved in your Treatment) (including those doing so on behalf of a company or partnership);
“Contract”	means these Terms, as updated from time to time;
“Deposit”	<p>means the amount we require Self-funder patients to pay in advance of the Treatment taking place. Your deposit will normally be the same as the estimated cost of your first Treatment visit.</p> <p>The amount we require to hold as a Deposit may vary and our Finance team will liaise with you regarding this.</p> <p>The Deposit will be held on your account until the completion of your Treatment for whatever reason. We will only take sums from your Deposit to cover unpaid invoices.</p> <p>The Deposit is in addition to the Estimated cost of your first or subsequent Treatment visits which we require you to pay in advance Or for patients who are resident outside the UK the Deposit requested will be the full estimated cost of a planned Treatment cycle. This amount may go up or down depending on the estimated cost of your Treatment;</p>
“Estimate”	<p>means the amount we anticipate your Treatment may cost based on the average cost of treatment for a patient receiving the same or a similar Treatment regimen using the same drugs and the same number of Treatments.</p> <p>The Estimate will include our charges for Nursing visits, drugs and any other / co medications to be used in your Treatment. We will also let you know the anticipated cost of Pathology/ Blood tests required and any Blood components.</p> <p>Please note this is an Estimate only and may change due to a number of factors which may include, changes to your drugs or co medication, additional Blood testing or other services which your Consultant may recommend.</p> <p>Whilst we try to keep our Estimates as accurate as practical, this may go up or down depending on the actual cost of the Treatment you receive;</p>
“Private Medical Insurance “	means the Insurance organisation or Health Trust who is funding your Treatment, this may be arranged privately or via your employer.
“Privacy Statement”	means the statement set out on the SPSL website, setting out how we manage your personal data.
“Private Patients” Or Patient	means all patients that are not NHS funded patients and includes patients who are covered by medical insurance and patients who are paying for their own Treatment.



	This also covers any NHS top up you are paying or top up to your Private Medical Insurance.
“Patient Liaison Lead” or “PLL”	means the person who is allocated to liaise between SPSL Clinical Pathway Nurse and your Consultant:
“Party”	means either SPSL or you, depending on context and “Parties” means both SPSL and you.
“SPSL”, “we” or “us”	means Sciensus Pharma Services Limited and where relevant may include other members of our group of companies. We also refer to ourselves as Sciensus.
“Solicitor/ Representative”	Means the Organisation or firm who is managing the funding of your claim. This may be via access to a specific fund set aside for your care or Treatment or managing applications for release of money to pay for your treatment from the courts or an insurer. The Solicitor / Representative may be coordinating more than once source of funding for your Treatment.
“Service”	means all the services we provide for you including your Treatment, such as Paxman scalp cooling, where used, and any other services or support we may provide.
“Sundry Items”	means items associated with your Treatment provided by SPSL, including but not limited to scalp cooling, take home drugs, pumps, medical consumables, and ancillaries.
“Terms” or “Terms and Conditions”	means the terms and conditions set out in this document, as updated from time to time;
“Terms for Payment”	Means the timescale and arrangements we require for payment of invoices.  Invoices are to be paid by cleared funds into our nominated back account (details will be provided to the person or firm responsible for making the payments). Payment is required within fourteen (14) days of the receipt of the invoice.
“Treatment Letter”	means the letter provided by your Consultant setting out the care and treatment recommended for you;
“Treatment”	means all the treatment, care and services provided for you including all prescribed drugs for your treatment, drugs and medical products, all tests required to support your treatment and all Sundry Items.

## 17. ACCEPTING THESE TERMS

- 17.1. If you agree to your Treatment being provided by SPSL we ask you to sign and return these to us.
- 17.2. You can do this by either signing the electronic copy of this document emailed to you by adding your electronic signature in the space provided and returning the document by email to the address notified; or by printing this document out, signing in the space provided and either scanning and returning the document by email or by post to the address provided.
- 17.3. You can also respond to the email we send to you confirming that you agree to our Terms and Conditions. We acknowledge some patients may not be able to do this by email and our Patient liaison Team will confirm alternative arrangements with you.

17.4. NOTE: If you do not return these but continue to accept Treatment, we will treat this as your acceptance.

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### **ACCEPTANCE of Terms for Patients funded via 3<sup>rd</sup> Party**

I confirm that I have read the SPSL Terms and Conditions for provision of Treatment and understand that these will apply to my Treatment.

I understand that:

- I must inform SPSL if my contact details change,
- I must inform SPSL if my circumstances change,
- I can cancel my Treatment at any time but will be responsible for any SPSL Charges incurred up to the date of cancellation.

Signed:	
	<i>If returning by email, please use an electronic signature or type in your full name</i>
Full name	
Date:	

:

**Please return to:**

By email to [Privatereferrals@sciensus.com](mailto:Privatereferrals@sciensus.com)

Or by post to

FAO Private Patient Services  
Sciensus Pharma Services Limited  
107 Station Street  
Burton on Trent  
Staffordshire  
DE14 1 SZ