

## **Private Patient Services – our Contract with you - for patients funded by Private Medical Insurance**

### **1. INTRODUCTION**

- 1.1. The following paragraphs set out the Terms and Conditions of your contract with Sciensus Pharma Services Limited (“SPSL”) for your Care or Treatment (the “Contract”). We also refer to ourselves as Sciensus.
- 1.2. Your Consultant will have discussed the referral to SPSL 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. 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 for some of the words and phrases we use.
- 1.4. Before your Treatment begins you will be asked to complete and return a Registration Form setting out your details and details of your Insurer and policy number. 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.
- 1.5. SPSL may amend and/or update these Terms and Conditions 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.
- 1.6. SPSL works closely with your Consultant and/ or funder, if relevant, 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 as a result of an event outside SPSL control. 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. YOUR TREATMENT AND FUNDING BY YOUR INSURER**

- 2.1 SPSL provides Treatment to patients who may be funded in different ways. These Terms apply to Patients whose treatment is being funded by Private Medical Insurance. You may also be funding part of your Treatment or additional Treatment, which is not covered by your insurance policy yourself, we refer to this as a ‘top up’
- 2.2 SPSL works with the main Private Medical Insurance companies (“your Insurer”). Your Consultant will have been approved by your Insurer to provide your Treatment and will have given you a copy of your Treatment letter.
- 2.3 Once we have received the referral from your Consultant, our Patient Liaison Lead (“PLL”) or Clinical Pathway Nurse (“CPN”) will contact you to discuss your planned Treatment and obtain details of your referral including confirming information about your Insurer and policy number. This is needed to process your claim and set up your Treatment.
- 2.4 Prior to booking the first visit you will be responsible for checking with your Insurer that your policy covers the Treatment suggested for you. You will also need to check any guidelines or limitations with your Insurer directly.

- 2.5 Before we commence any Treatment, SPSL will check with your Insurer that your policy is valid and provides appropriate cover. We will also check with your Insurer that they have approved the appointment or relevant Treatment and that the Insurer will accept the cost of all the proposed Treatment. If you need additional Treatment we may need to seek additional approval from your Insurer.

**PLEASE NOTE** that some Insurers set guidelines about the Treatment and Sundry items they will cover. Sometimes this may be different to the care and treatment recommended by your Consultant. In some cases, this can mean that your Insurer may not pay for certain parts of the Treatment including some diagnostic tests and Sundry items. If your Insurer will only pay part of the cost for your Treatment you will be required to pay for the remaining part of your Treatment separately.

- 2.6 Where you choose to receive Treatment which is not covered by your Insurance policy you agree that you will be liable to pay for the additional costs or 'top up' yourself. SPSL will as far as practical, advise you of the anticipated cost of any additional Treatment or diagnostic tests and Sundry items in advance. Please note that this Estimate may change if you require additional or different Treatment, tests or Sundry Items.
- 2.7 Your Private Medical Insurance may also be subject to an Excess amount which you will need to pay yourself. We ask you to check any Excess payable with your insurer.
- 2.8 If you are paying for part of your Treatment our Finance team will also contact you to set up arrangements with you for paying for your Treatment.
- 2.9 Sciensus will, where possible, process the claim for your Treatment costs directly with your Insurer and arrange payment from your Insurer.
- 2.10 You are responsible for keeping SPSL and/or your Insurer up to date with any changes to your Treatment plan or your personal details.
- 2.11 If the information you provide is incomplete or inaccurate and Sciensus are not able to process your claim with your Insurer, SPSL reserves the right to invoice you directly for any costs associated with the Treatment you have received.
- 2.12 Where SPSL invoices you for any Treatment which is outside the preauthorised amount notified to us by your Insurer, or where you have not provided complete or accurate information, you agree to pay SPSL the amount invoiced within seven (7) days of the date of the invoice without deduction or off-set. Please note: In some cases, e.g., high-cost Treatment or where services are provided by a third party, we may require payment for Treatment not covered by your insurance in advance of the Treatment taking place.
- 2.13 You should contact SPSL immediately if you believe any Estimate, or Invoice you receive is incorrect or invalid. Further details are set out below.
- 2.14 Sciensus charges include the cost of SPSL nurse visits, drugs, pathology tests and Sundry Items only. Any Consultants Fees are dealt with separately, please see below.
- 2.15 If you have chosen to fund your own Treatment and then wish to claim under your Medical Insurance policy, we will contact your Insurer to check your policy is valid to cover your Treatment, as set out above and, where agreed, shall claim costs directly from your Insurer. We will refund any costs we receive from your Insurer. Please note: you must tell us within five (5) months of the Treatment being received as your Insurer will have a strict cut-off date for claims for funding; also you may not be able to reclaim all your costs. If this happens, we will advise you on any charges which are not repayable.

### What happens if you decide not to go ahead with your treatment?

- 2.16 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)

**PLEASE NOTE:** Depending on your insurance policy your Insurer may not cover the full cost of cancelled Treatment. This may depend on the reason your treatment is cancelled. If the costs of a cancelled visit are not covered by your insurer SPSL reserves the right to claim these costs from yourself. If this happens, we will send you an invoice for the cost of the cancelled Treatment. Invoices are due and payable on the date of the invoice

- 2.17 Subject to clause 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. 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. We will not charge for any drugs which can be returned to stock or can be reused at a later date.
- 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 fourth eight (48) hours' notice, including where you are admitted to hospital. SPSL may require your Insurer to pay some of the costs of this cancelled visit. We will not charge for the cost of any oral drugs which can be returned to our stores or drugs / medication which can be reused at a future date. We will also not charge for the nursing costs incurred. Your insurer may however be charged for the cost of drugs or medicines which have been specifically prepared for you which cannot be reused; pathology tests which have been submitted; and any third-party costs e.g. the hire charges for Scalp Cooling equipment etc.
- 2.19 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.

### Additional provisions for Patients from overseas

- 2.20 If you are a patient who is not ordinarily resident in the UK, we may ask you to confirm that you have leave to enter the UK and meet all relevant immigration criteria, including holding a relevant Visa.
- 2.21 Sciensus may contact the Home Office or UK Border Agency (as relevant) to clarify any information regarding your leave to enter or remain in the UK in connection with your Treatment.
- 2.22 As set out above we will check your planned Treatment is covered by your Insurer.
- 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 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. We also check, where relevant, that the Consultant is approved by your Insurer.
- 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 health care practitioners, will provide your Treatment under your Consultant's instructions.
- 3.4 Consultants involved in your Care 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 usually charge for any Consultant fees. These will be charged separately to you, or your funder, by the Consultant.
- 3.6 Your Consultant and their secretarial staff do not have authority from SPSL to provide a quote or estimate of costs for any Sciensus Charges to you. Any such Charges or likely costs from SPSL mentioned by them are subject to written confirmation by SPSL to you, the patient.

### 4. PRIVATE PATIENTS OBLIGATIONS.

- 4.1 Your care is funded by your Insurer, and you are required to keep SPSL informed of any changes in your Insurance including if your insurance is coming to an end or is terminated.
- 4.2 You are required to keep your Insurer informed of any changes in your circumstances which may affect your Insurance.
- 4.3 If your circumstances change and your Treatment is no longer covered by Insurance, please let us know and we can refer you back to your Consultant to discuss alternative options.
- 4.4 You must keep SPSL updated of 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 third working day after SPSL post a letter to you, or on completion of a fax transmission or email.
- 4.5 Patients funding part of their Treatment are responsible for settling the Estimated cost of Treatment a minimum of 24 hours prior to any treatment being delivered.
- 4.6 SPSL reserves the right to charge interest on late payments. Interest will be charged at 4% per annum above the Bank of England base rate in accordance with the late Payment of Commercial Debts (Interest) Act 1998, as amended.
- 4.7 SPSL has a zero-tolerance policy in relation to any unacceptable behaviour towards its staff including: antisocial behaviours, racism, discrimination, threats, or abusive behaviour 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 Insurer and may refuse to provide further Treatment or make this subject to conditions we consider appropriate.
- 4.8 Very occasionally, patients may not be suitable for homecare Treatment, e.g., because their circumstances change. If this happens, we will notify you, your Insurer and your Consultant, and your Consultant will discuss alternative options for your ongoing Treatment with you.

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

- 5.1. SPSL 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. Where 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. SPSL maintains appropriate medical indemnity Insurance to cover the Treatment provided to you.

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

- 6.1. SPSL 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 SPSL'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 SPSL'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 SPSL'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 funder, where relevant (e.g. Insurer, or Solicitor managing your claim), 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 funder, 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 a funder. We will accept queries and complaints from persons acting on your behalf, where they have your authority.



- 12.3 Occasionally patients may not have paid for any 'top up' Treatment they have received or their Excess... Where a third party is managing the payment(s) for your Treatment, or managing your estate, we may seek to claim any outstanding Treatment Charges from them.

### 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 Treatment episode or specific Treatment Cycle but will apply to any new Treatment Cycle 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

**NOTE: These definitions and meanings are used across our Private patient terms and Conditions and may not all apply to this Contract.**

"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"	means the amount we require Self-funder patients to pay in advance of your Treatment taking place. The Deposit will normally be the same as the estimated cost of your first Treatment visit. The amount we require to hold as a Deposit may vary and our Finance team will liaise with you regarding this.

	<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.</p> <p>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. For patients only paying for a top up for their Treatment, the Estimate will be the amount of the top up required.</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	<p>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.</p> <p>This also covers any NHS top up you are paying or top up to your Private Medical Insurance.</p>
“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.
“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;
“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 via the Registration form 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.

### ACCEPTANCE of Terms for Patients funded by Private Medical Insurance

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 must inform SPSL if my Private medical Insurance is cancelled or terminated

- I can cancel my Treatment at any time but may be responsible for any SPSTL Charges incurred up to the date of cancellation.

Signed:	<i>If returning by email you can also 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