



1 Introduction

1.1. Unless otherwise agreed, this Patient General Terms and Conditions shall apply for contractual relationships between a clinic/Hospital and a Private Patient.

1.2. Definitions

1.2.1. Clinic/ Hospital: London Sports and Rheumatology imaging is traded under HMRAD Ltd with registered in England to provide Consultant led professional medical service to his patient.

1.2.2. "Private Patients" mean all patients include patients who are covered by medical insurance and patients who are paying for their own treatment regardless of whether they are entitled to have NHS Care;

1.2.3. "Overseas Patients" mean all patients who are not ordinarily resident in the UK and are not covered by NHS

1.2.4. "Guarantor": independently from the patient, parent(s) or guardian, and who accepts full responsibility for payment of the clinic/Hospital's invoice. The Guarantor remains jointly liable in solidum for full outstanding balance/s, unless settled in full by the patient, parent/guardian, main member, medical aid or any other party.

1.2.5. "Applicable Law" means any and all laws, regulations, guidelines and professional obligations applicable to the provision of Care or the performance of services for you, including the requirements as regards treatment, procurement, research and storage of reproductive material;

1.2.6. "Care" means care, treatment, diagnosis, services (including Sundry Items) and goods provided by us;

1.2.7. "Contract" means these Terms, Registration Form and, if applicable, emails, communications, and your Treatment Letter;

1.2.8. "Fee Price" means how much you will pay for your Treatment Package, as set out in your Treatment Letter.

1.2.9. The fee can be different from quoted than charged after the treatment if extra procedure or scans are undertaken during your appointment. Every reasonable attempt will be made to inform you of this price but as sometimes treatment is decided depending on the scan, this may not be possible.

1.2.10. "Terms" means these terms and conditions;

1.2.11. "Treatment Letter" means the letter that we send to you (if applicable) regarding your Treatment Package or Care; that will be carried out at the clinic/Hospital as set in your Treatment Letter and for which you have agreed to pay;

1.2.12. "You" or "your" means any patient, visitor and/or all others who are present at the Hospital.

2 Scope of the Care

2.1 The scope of the Care covers the medical practice and service provided by the consultant under his own professional knowledge and qualified experience.

2.2 The clinic/Hospital will put best endeavours to provide satisfactory standard of care, facilities and resources for the Care by providing administrative and intellectual resources to the Consultant and to the Patient.

2.3 However, the clinic/Hospital and the Consultant reserves the right to refuse your admission or to cancel or change the date of your admission for any reason, including, but not limited to, delays or cancellations as a result of an event outside the control of the clinic/Hospital and/or the Consultant, for operational or technical reasons or because your Consultant does not think it is in your best interests for you to proceed with the



Care or treatment for medical reasons.

2.4 Medical conditions and treatments should be conducted during face-to-face consultation. Any information or advice provided by alternate means shall not constitute medical advice and should not be substituted for regular consultation with your healthcare professional. If the Patient has any concerns about his health, he should contact his healthcare professional immediately.

3 Cancellation/Refund/Late Arrivals

3.1 The clinic/Hospital reserves right to charge cancellation fee of if you cancel any appointment with a Consultant less than 24 hours of your scheduled appointment date.

3.2 Whilst the clinic/Hospital and the Consultant do our best to accommodate late arrivals, the Patient accepts that late arrivals may result in reduced consultation time, rescheduling or cancellation of your appointment.

4 Fees

4.1 The fee for the Care provided by the clinic/Hospital is subject to the statutory provisions

4.2 The fee becomes due and payable immediately upon presentation of a final invoice. After expiration of fourteen days (14) days from presentation of the account the clinic/ Hospital reserves the right to charge interest on such overdue account at the rate of two (2) percent (%) above the prime lending rate applicable and administration fees as recommended by UK law..

4.3 In the event where you have failed to pay the fee mentioned above, the Clinic/Consultant has the right to recover any legal costs to recover the amount due, including attorney and client costs levied including collection commission and all related legal costs incurred.

4.4 The hospital has the right to charge facility fees as well as certain special fees, e.g. to cover the costs of admission, medical assistance and basic care.

5 Insured Patient

This section will apply to you if your Care is covered by private medical insurance.

5.1 Prior to booking your first consultation you will be responsible for checking with your insurer that your insurer's policy covers the Care contemplated by you. Following confirmation with your insurers, you will be required to provide us with your policy details and authorisation code.

5.2 The clinic/Hospital or the GP/Consultant will not check with your insurers that the policy is valid and provides appropriate cover.

5.3 You agree to and acknowledge that you will remain responsible for payment for your treatment, diagnosis, procedures, services (including Sundry Items) and goods provided by the clinic/Consultant and from time to time by the Hospital.

5.4 If 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 may invoice you direct

5.5 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. You should note that treatment for complications may in some cases not be covered by insurance and in such cases, you agree to cover the cost of your Care as set out in paragraphs above.

5.6 Please note that your insurance policy may not cover the cost of Sundry Items or other items such as specialist equipment or procedures, or it may only cover part of such costs. You will be



required to pay for any such items not reimbursed by your insurers.

5.7 If you pay for your treatment and subsequently seek reimbursement from your insurer, and if no other rate has been expressly agreed

between you and clinic, the Standard Rates will apply to your Care.

5.8 If no rate has been agreed between clinic and your insurer in respect of your Care, the clinic Standard Rates will apply to your Care.

6 ALL Patients

6.1 While at the clinic/Hospital, you will be under the Care of the Consultant you have been referred to, who may also involve other Healthcare Professionals in your care, if appropriate. Clinic staff, including nurses, therapists will provide your Care under your Consultant's instructions

6.2 Any Consultations/Treatments fees relating to your Care will be charged to you by your Consultant/clinic.

6.3 Cancellations: We reserve the right to charge a cancellation fee if you cancel any appointment with LSRI within 24 hours of your scheduled appointment or admission date. A cancellation fee may be based on any Care that you have received up to the point of cancellation and/ or any other reasonable costs that the clinic/Hospital has incurred. Your Treatment Letter may also set out any specific cancellation fee that applies to your Treatment Package or Care.

6.4 Credit/Debit Card: You are responsible for settling the cost of your Care before you are treated or shortly after leaving the clinic. We may ask you for your credit or debit card details when you come into the Hospital or when you make your appointment. You understand that we will keep these details for up to six months after the last date of your Care or other appointment with your Consultant. If you have not paid before you leave the Hospital, you agree that we can debit the outstanding balance and any cancellation fees from your card upon at least 7 days of notice to you.

7 Overseas Patients

7.1 If you are not ordinarily resident in the UK you will be liable to pay charges if you require NHS treatment whilst in the UK, whether related to your Care at clinic (for example if you require treatment that clinic does not agree or is unable to provide and/or transfer you as a part of required emergency care) or not.

7.2 By attending to your consultation/Treatment and/or signing a Registration Form and agreeing to these Terms you confirm that you have right to enter the UK and that you meet all relevant immigration criteria. You also confirm that you have made adequate arrangements to pay for your Care.

8. General Rules

8.1 Your Contract with Clinic: By attending to your appointment, and/or checking in and/or signing the registration form, you agree to be bound by these Terms. If there is any conflict between these Terms and the Treatment Letter or Registration Form, these Terms will take precedence. If there is any inconsistency between the Contract and any marketing material, the Contract will take precedence. LSRI clinic may update these Terms from time to time however any changes will only apply to any new episode of Care or

new Treatment Package that you receive and you will be asked to agree to any new Terms before they become effective for you.

Note that any new Terms will not apply to any Treatment Package which is part-way through when the Terms are changed.

8.2 Notices and your contact details: It is important that you keep us updated of any changes in your contact details.

8.3 Your property: Clinics/Hospitals can be busy environments. While we will take all Care to ensure the safety of your belongings, Clinics/Hospitals do not accept any responsibility for the theft or loss of, or damage to, any of your or your visitors' property.

8.4 Children: Where a person signs a Registration Form as a parent or guardian on behalf of a child under the age of 18 who is under their Care, they agree that they will be bound by these Terms, even if that child breaches, or is not bound by, any part of these Terms. In these circumstances, the references in these Terms to "you" and "your" 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 HSH to that child.

8.5 Changes in Applicable Law: You acknowledge and accept that Applicable Law may change and prevent Clinics/Hospitals from providing certain Care. If Clinics/Hospitals becomes aware that such a change has occurred and the change has an effect on your Care, Clinics/Hospitals will contact you to inform you of this and its consequences.

8.6 Third Party Rights: Except for you or Clinics/Hospitals no person will have any rights under or in connection with these Terms.

8.7 Law and the Courts: These Terms are governed by and shall be construed in accordance with English law and the courts of England and Wales shall have non- exclusive jurisdiction.

8.8 Any patient admitted to the Hospital and/or at the Hospital for treatment and/or for diagnostic tests and the patient is transferred to another unit, whether electively or as a result of an emergency, the patient agrees to be financially responsible for all costs arising from the same.

8.9 If concerns about the quality of care arise, including, but not limited to claims of medical negligence, all patients should raise such concerns in the first instance with their treating Consultant/GP/Therapist.

8.10 For health and safety reasons, you should comply with all signs and warnings in the Clinics/Hospitals, remain in reception and consultation areas and avoid restricted and/or staff only areas.

8.11 Clinics/Hospitals ensures that your care is provided in most effective and efficient way, therefore Clinics/Hospitals has made Service Level Agreements (SLA) with diagnostic providers so that you could be referred to these providers to have your tests completed as a priority and clinic can have an access to these results. The SLA between providers and Clinics/Hospitals may include handling fee charged by the Clinics/Hospitals.

9. Data Protection / Confidentiality

9.1 We are committed to the fundamental right of protecting your data. We will process your data in compliance with our Privacy Policy and the General Data Protection Regulation and Data Protection Act 2018.

9.2 We are committed to protect the Patient's confidentiality in accordance with the relevant legislations including The Data Protection Act (DPA) 1998, the Health and Social Care Act 2012, the Health and Social Care (Safety and Quality) Act 2015, the Medical Reports Act 1988 and Health Records Act 1990 and the guideline on confidentiality of the British Medical Association.

9.3 Any information you may provide to the consultant and the Hospital will be used only for the purpose you gave it. We will not pass this information onto any other party without your express permission.

9.4 The GP/Consultant and/or the Hospital may use the email addresses and contact numbers as indicated in the patient/guarantor details for communication purposes on accounts and/or invoices,



or submission thereof

9.5 Internet email is not a secure medium. Emails sent via the Internet could be intercepted and read by someone else. The Patient has a responsibility to ensure laws are not broken when composing or forwarding emails and their contents.

9.6 Pursuant to the BMA guideline, the patient accepts that children who are aged 12 or over are generally expected to have to have capacity to give or withhold their consent to the release of information.

9.7 Access to deceased patients' health records is governed by the Access to Health Records Act 1990 whereby a personal representative (i.e. the executor or administrator of the deceased person's estate) or someone who has a claim resulting from the death (this could be a relative or another person) may access the data.

10. Assignment

Subject to any requirements imposed by applicable laws, the Hospital and the GP/Consultant may transfer and assign this Agreement to any person who acquires all or substantial share of the business or assets of the Hospital.

11. Force Majeure

The Hospital or the GP/Consultant will not be liable or responsible for any failure or delay in performance of any of obligations under these Terms and Conditions which are caused outside the reasonable control of the Hospital or the GP/Consultant.

12. Complaints Procedure

You have right to make a complaint to the Hospital and/or to the GP/Consultant by email on manager@lsri.uk. The complaint handling manager will review and be in contact with you no later than 30 business days of your filing a complaint.

13. Changes in Applicable Law

You acknowledge and accept that applicable laws, whereby indicating hereto all laws, regulations, guidelines, and professional obligations applicable to the provision of Care and/or services, may change and prevent the Clinics/Hospital and/or GP/Consultant from providing you with certain Care. If the Hospital becomes aware that such a change has occurred and influences your Care, the Hospital will contact you to inform its consequences.

14. Jurisdiction and Law

This Terms and Conditions and the use of the Hospital facility and any health services provided by the Hospital to the patient shall be governed by and construed in accordance with the laws of the England and Wales.

15. Disclaimer

Whilst the Hospital and Consultant will take all reasonable care to ensure the safety of your belongings, the Hospital or the GP/Consultant is not be liable or responsible for any loss of, damage or destruction to, any property, including money and valuables, belonging to the patient, or in possession of the patient, or given to the Hospital for safekeeping, even if the Hospital is/was negligent in any way and no matter how the loss, damage or destruction was caused.