

## **Baltic Medical Centre Limited**

### **Patient Terms and Conditions**

The Baltic Medical Centre Limited provides a range of comprehensive medical services. The Clinic operates facilities equipped with modern medical equipment and instruments. The Northway Clinic is one of the largest private medical centres, providing comprehensive medical services in London, UK.

Patient care and safety is our main focus. All Consultants are registered with the General Medical Council (the body responsible for setting and enforcing standards) and all other medical professionals and staff are subject to regular appraisals, attend regular training in accordance with their professional regulatory requirements. Our staff are committed to provide services in accordance with clinical best practice and applicable professional standards. We are committed to equality and diversity, and our core values are reflected in our Code of Conduct. Words in capital letters have the meaning set out at the end of these Terms.

#### **1. Your Contract with Baltic Medical Centre Limited (“BMC”)**

- 1.1 These Terms together with the Registration Form form your contract with BMC (“**Contract**”) for your treatment at the Northway Clinic. By signing the Registration Form, you agree to be bound by the terms of the Contract.
- 1.2 The terms of the Contract shall apply throughout the course of and during the time you receive Care from BMC. Please ensure you read these Terms and the Registration Form carefully.
- 1.3 If there is any conflict between these Terms or the Registration Form, these Terms will take precedence. If there is any conflict between the Contract and any marketing materials published by or on behalf of BMC, the Contract will take precedence.
- 1.4 BMC may change these Terms at any time. However, changes to these Terms will only apply to any new episode of Care or Treatment Package that you receive. If you have already begun Care or a Treatment Package, then the old Terms will apply and you will be asked to agree to any new Terms before they come into effect in relation to your Care or Treatment Package.
- 1.5 BMC will make every effort to provide the Care as set out on the BMC website. However, BMC 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 BMC’s control, 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 including, for example, for medical reasons. Where this happens or where we refuse admission we will try to give as much notice as

possible to you and will liaise with you to arrange an acceptable alternative date to carry out your Care or Treatment Package.

1.6 A copy of BMC's Standard Rates can be found on the BMC website.

## **2. Insured Patients**

2.1 This paragraph 2 (Insured Patients) will apply to you if your Care is covered by private medical insurance.

### *2.2 Your Insurance Cover*

2.2.1 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 include the policy details on the Registration Form.

2.2.2 BMC will not check with your insurers that the policy is valid and provides appropriate cover.

2.2.3 BMC will not under any circumstances, obtain any such confirmation on your behalf.

2.2.4 [Prior to any date of procedure BMC will only check with your insurers they have approved the procedure, appointment or relevant Treatment Package and that the insurer will accept the cost of it. BMC will discuss any issues regarding insurer approval or cost with you.]

2.3 You will be responsible for ensuring that you keep BMC and/or your insurer up to date with any changes to your Treatment Package or your personal details. 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 will need to check any such guidelines with your insurer directly.

2.4 Irrespective of the provisions set out in paragraph 2.5, you agree to and acknowledge that you will remain responsible for payment for your Care.

2.5 Where you have private medical insurance, the following provisions will apply:

2.5.1 As set out in paragraph 2.2.4, [BMC will check that the procedure or Treatment Package has been authorised by your insurer prior to the date of the first procedure or an inpatient appointment]. It is your responsibility to ensure that you have provided BMC and your insurer with all the information BMC and your insurer require in order to process or validate

the claim prior to starting your Care or Treatment Package. If this information is incomplete or inaccurate, and BMC is not paid by your insurers for your Care or Treatment Package, BMC will either invoice you direct for any such costs associated with the Care (which you agree to pay in accordance with paragraph 2.5.4 and 2.7) or will debit the relevant balance from your credit or debit cards (in accordance with paragraph 8.7 below).

2.5.2 Where BMC processes your insurance claim and your insurer pays BMC direct, the rate agreed between BMC and your insurer (rather than BMC Standard Rates) will apply to your Care. For the avoidance of doubt, if no rate has been agreed between BMC and your insurer in respect of your Care, the BMC Standard Rates will apply to your Care.

2.5.3 If you pay for your Care and subsequently seek reimbursement from your insurer, and if no other rate has been expressly agreed between you and BMC, the BMC Standard Rates will apply to your Care.

2.5.4 You will remain responsible to BMC for the balance of your account not paid by you/your insurer.

2.5.5 Where you/your insurer fails to settle BMC's invoices (or any part of them) for any reason within 30 days of the date of issue, BMC will assume that the outstanding amount will not be paid by your insurer and will invoice you direct in accordance with paragraph 2.7 or debit the relevant balance from your credit or debit cards in accordance with paragraph 6.7 below and you agree to pay for any such outstanding costs. In these circumstances, the costs payable by you shall be calculated according to BMC Standard Rates.

2.5.6 Where BMC is unable to process your insurance claim due to incomplete or inaccurate information being provided by you, BMC will invoice you direct in accordance with paragraph 2.7 or debit the relevant balance from your credit or debit cards in accordance with paragraph 8.7 below and you agree to pay for any such outstanding costs.

2.6 Please note that your insurance policy may not cover the cost of sundry items or other items such as specialist equipment, for example [crutches or wrist braces], or it may cover only part of such costs. You will be required to pay BMC for any items (including but not limited to those items set out in this paragraph 2.6) that are not reimbursed by your insurers and you will be invoiced for these items in accordance with the provisions set out in paragraph 2.7 or 7.7.

2.7 Where BMC invoice you for your Care or an element of it directly, you agree to pay BMC the amount invoiced within [7 days] of the date of the invoice by an Accepted

Method of Payment without deduction or set-off. You should contact BMC immediately if you believe the invoice to be incorrect or invalid.]

### **3. Changes to your Care**

- 3.1 If you decide not to go ahead with your Treatment Package, you should inform BMC in writing or by contacting BMC by telephone as soon as possible.
- 3.2 If your Treatment Package has already commenced, you will be required to pay for the Care that you have received up until the point of cancellation. You will be invoiced directly for the costs of Care already received which you must pay within [7 days] of the date of the invoice. BMC reserves the right to debit the sums due from your credit or debit card in accordance with these Terms. The costs of Care received will be charged at BMC Standard Rates.
- 3.3 If you have already paid for your Treatment Package, BMC will refund your payment, less any amount that you owe BMC for any Care or any part of the Treatment Package already provided to you. This will be charged at BMC Standard Rates. Please note that BMC will only process the refund to the cardholder or person who made the original payment for the Treatment Package to BMC.
- 3.4 If your Consultant cancels your Treatment Package because they consider it is not in your best interests for medical reasons to proceed, and you have already paid for your Treatment Package, BMC will refund your payment less the costs of Care or any part of your Treatment Package that you have already received up until the point of cancellation by the Consultant. This will be charged at BMC Standard Rates.

### **4. Self-Pay**

- 4.1 This paragraph will apply if you are paying for your own Care.
- 4.2 If you have been referred to a Consultant at BMC or to BMC for treatment (e.g. for a procedure) or tests (e.g. blood tests, x-rays and scans) or other Care, you will pay BMC Standard Rates.
- 4.3 Upon request and prior to receiving any treatment or Care, BMC 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 BMC 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 the Clinic.
- 4.4 Prior to receiving any treatment or Care, you will receive a Registration Form to complete in which you will be advised of self-pay rates and further information regarding payment of costs.

- 4.5 You will be advised of the actual cost of the treatment or Care you have received by letter/invoice following which payment must be made immediately at the BMC by an Accepted Method of Payment without deduction or set-off.
- 4.6 BMC reserves the right to debit the sums due from your credit or debit card in accordance with paragraph 8.7. The costs of Care received will be charged at BMC Standard Rates.
- 4.7 While BMC and your Consultants will do their best to ensure a satisfactory outcome, you acknowledge that no clinical procedure or treatment is entirely risk-free and the results cannot be guaranteed.

## **5. Clinical Review**

- 5.1 While BMC and your Consultant will do their best to ensure a satisfactory outcome, you acknowledge that no clinical procedure or treatment is entirely risk-free and the results cannot be guaranteed.
- 5.2 The BMC Standard Rate for certain treatments include the cost of treating any clinical complications at BMC where those complications arise directly as a result of the procedure or treatment you receive as part of your Treatment Package provided that you have followed the advice of your Consultants and any other medical professionals involved in your Care following the procedure or treatment. [BMC shall not provide replacement prosthesis required for reasons of normal wear and tear or any non-medical, at home, domiciliary or other long term care that may be required.]
- 5.3 Whether a complication is clinically connected to any procedure or treatment you have received within your Treatment Package will be decided by your Consultant. The treatment for any complications includes any consultations, outpatient and day-care, which your Consultant says you need and which the Clinic agrees to provide.
- 5.4 If you have not followed the advice of your Consultants and/or any other medical professionals involved in your Care following the procedure or treatment, or the complications do not arise directly out of the procedure or treatment you receive as part of your Treatment Package, you will be required to pay for the costs of any further treatment which shall not be included in the BMC Standard Rate. You will be invoiced for that treatment which you must pay within 7 days of the date of the invoice, failing which BMC reserves the right to debit the costs from your credit or debit card in accordance with paragraph 8.7. This will be charged at BMC Standard Rates.

## **6. Remote Services**

- 6.1 The General Medical Council registration number of all our Consultants doctors can be supplied upon request. All Consultants who have signed up to provide prescriptions

through the BMC systems have undertaken to comply with the General Medical Council Guidelines on remote prescribing, essential standards of quality and safety as enforced by the Care Quality Commission and copies of these can be found at <http://www.gmc-uk.org> and <http://www.cqc.org.uk>.

- 6.2 BMC offer Remote Services (“**Telephone and Video Consultations**”) for new and existing patients as set out in our BMC Standard Rates which can be accessed on our website.
- 6.3 Remote Services can be booked online through our website or directly by contacting BMC. We may need to ask you for certain personal information in order to provide you with Remote Services. If you do not provide this information when requested, we may be unable to provide Remote Services.
- 6.4 Some medical conditions are not suitable for remote medical consultations via our Remote Services, and you should always seek advice from a medical practitioner in person if you are unsure about whether you have been able to explain or communicate your medical needs through our Remote Services, or if you have any concerns about the advice you receive from us or if it is different from other advice you have received.
- 6.5 **You should not use our Remote Services in an emergency, or if you have a condition that you know will require a physical examination.**
- 6.6 BMC have engaged Heydoc Limited (“**Heydoc**”) to provide BMC with a video consultation platform. BMC will provide video consultation services to patients in accordance with Heydoc’s terms of service, which can be accessed at [https://heydoc.co.uk/terms\\_and\\_conditions](https://heydoc.co.uk/terms_and_conditions). You should also consult Heydoc’s privacy policy at <https://heydoc.co.uk/privacy>.
- 6.7 Our Video Consultation services are accessed remotely using HeyDoc. We make this available for access, but are not responsible for HeyDoc ourselves. If you wish to use the services, you should ensure you have an internet-enabled device and a sufficient internet connection available.
- 6.8 Our Telephone Consultation services can be accessed through contacting BMC directly to arrange.
- 6.9 We do not guarantee the availability of any particular Consultant at any particular time. We will do what we can to arrange Remote Services with a Consultant if requested, but do not guarantee to offer consultations within a particular time. Remote Consultations are limited to 15 or 30 minute durations.
- 6.10 We may not be able to provide Remote Services if they are affected by events outside our control. We are not responsible to you if this happens, but if it does, we will notify

you as soon as we can and take the steps that we reasonably can to minimise the interruption to our services.

6.11 Technical issues affecting HeyDoc and/or your telephone provider may require us to suspend our Remote Services in order to ensure they are secure and/or operating optimally. We will discuss rearranging a further Remote Consultation with you.

6.12 Remote Service recordings should not be published on social media or any other media sharing platforms.

6.13 Remote Services Prescriptions

6.13.1 We do not provide prescriptions for controlled drugs (as defined by the misuse of drugs act 1971).

6.13.2 Prescriptions provided will be private prescriptions. A private prescription will incur the cost of the medicine(s) prescribed. This price is set by the pharmacy and is independent of any charges set by BMC. You are under no obligation to purchase their medicine from any particular pharmacy.

6.13.3 If you choose to have your prescription sent to a pharmacy, we will make reasonable attempts to contact that pharmacy and have the prescription sent to the chosen pharmacy [within three hours].

6.13.4 We will use reasonable efforts to deliver the prescription to a nearby pharmacy promptly but we are not connected with and have no control over or responsibility for any individual pharmacy, their policies in relation to acceptance or otherwise of prescriptions, opening hours, cost or availability of medicines prescribed. There are a number of factors which may impact on which pharmacy is chosen and there can be no guarantee that a pharmacy to which the prescription is delivered (if that option is chosen) will be the nearest pharmacy.

7. Complaints and disputes

7.1 You can always give us feedback on our services by calling or emailing us via the details provided on our website.

7.2 If you have a complaint about our services or Care provided, we would like to resolve it as soon as possible. Please tell us about your complaint as soon as you can so that we can do this.

7.3 If you wish to make a formal complaint about our services, you should do so as soon as possible by contacting us through the details on our website. We may ask you for

certain details about you and your complaint in order to address it. Please provide these as soon as you can so that we can resolve your complaint quickly.

- 7.4 Our Consultants and staff are registered healthcare professionals, and we will handle your complaint in an appropriate way, as required to do so by the professional rules that apply to our Consultants and to our services, and following our complaints procedure.
- 7.5 If any disagreement between you and us arises in connection with these terms, we will attempt to resolve it by discussing it with you.

## **8. General Terms and Conditions**

- 8.1 The following provisions apply in relation to your Care from Consultants;
  - 8.1.1 BMC are not responsible for the acts and omissions of any Consultant, anaesthetist or other independent medical practitioner not employed by BMC involved in your Care. This is because these individuals are independent practitioners and not employees of BMC. Please note that your consultant, anaesthetist or other independent medical practitioner not employed by BMC will hold their own medical negligence insurance or equivalent cover. If you have any questions about this cover, you should ask the relevant individual;
  - 8.1.2 We are responsible for compensating you for personal injury or death caused by our negligence or that of our employed staff. Subject to doing this, and subject to applicable law, we will not be liable to you for an amount greater than the fees paid to us by you.
  - 8.1.3 Your Consultant and their secretarial staff do not have authority from BMC to provide a quote for BMC charges. Any such charges mentioned by them are subject to written confirmation by BMC.
- 8.2 BMC reserve the right to charge any cancellation fee in respect of reasonable costs incurred by us, or in respect of Care you have received together with a cancellation fee of £50.00 in respect of our administrative expenses if you cancel any appointment with BMC within 24 hours of your scheduled appointment or admission date. If BMC exercises this right to charge cancellation fees, we will write to you setting out the details and amount of any cancellation fee, which must be paid by you within 7 days of receipt of our letter.
- 8.3 To ensure that each patient is satisfied with their experience at our clinics we ask that you arrive 5-10mins prior to your scheduled appointment time with a prefilled health

questionnaire. If you arrive more than 10mins late to your appointment, you will be asked to either wait or will be rescheduled for another day / time. This will also result in the loss of your deposit.

- 8.4 Unless these Terms provide otherwise, the BMC Standard Rates will apply to your Care.
- 8.5 You will be required to keep BMC updated of any changes in your contact details as BMC will correspond with you at your last known contact details. BMC will regard notices as served on you on the third working day after BMC post a letter to you, or on completion of a fax transmission or email.
- 8.6 Please refer to the Baltic Medical Centre Personal Data Privacy Policy in respect of BMC's processing of your personal data.
- 8.7 While BMC will take all reasonable care to ensure the safety of your belongings, BMC will not accept any responsibility for the theft or loss of, or damage to, any of your or your visitors' property that you bring to BMC.
- 8.8 You are responsible for settling the cost of your Care. BMC will ask you for your credit or debit card details when you arrive at the Clinic or when you make your appointment which you agree to provide. BMC will swipe and store your credit and/or debit card details until the costs of your Care (and including Care provided in any subsequent visits to BMC) have been paid in full by your insurer or yourself (as applicable). If you have not paid for your Care before you leave the Clinic, you agree and provide consent for BMC to debit the outstanding balance from your card upon 7 days of providing an invoice to you.
- 8.9 If you do not pay BMC in accordance with any valid invoice received by you within the time limits specified, BMC may refuse to provide any remaining Care to you with immediate effect until you have paid BMC the outstanding amounts due from you.
- 8.10 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:
  - 8.10.1 "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 BMC to that child];
  - 8.10.2 "your" shall include, as well as the child, the parent or guardian of such child in respect of any references which appear in these Terms.

## **9. Severability**

9.1 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of these Terms.

9.2 If either of us gives notice to the other of the possibility that any provision or part-provision of these Terms is invalid, illegal or unenforceable, we agree that we shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended result of the original provision.

## **10. Changes in Applicable Law**

10.1 You acknowledge and accept that Applicable Law may change and thereby prevent BMC from providing certain Care to you. If such a change occurs and the change has an effect on your Care, then BMC shall contact you to inform you of the change and the consequences of the change.

## **11. Force Majeure**

11.1 BMC will not be liable or responsible for any failure to perform, or delay in performance of, any of BMC obligations under these Terms that are caused by an event outside BMC's reasonable control.

11.2 If an event outside BMC's reasonable control takes place that affects the performance of BMC's obligations under these Terms, BMC will take reasonable steps to contact you as soon as possible to notify you. In these circumstances, BMC's obligations under these Terms will be suspended and time for performance of BMC's obligations shall be extended for the duration of the event outside BMC's reasonable control.

## **12. Assignment of Agreement**

12.1 Subject to any restrictions or requirements imposed by Applicable Law, BMC may transfer and assign this Agreement to any person who acquires all or substantially all of the business or assets of BMC.

## **13. Third Party Rights**

13.1 A person who is not a party to this Contract shall not have any rights under or in connection with it.

## **14. Variation**

14.1 Except as set out in paragraph 1.4, no variation of these Terms shall be effective unless it is in writing and signed by both parties.

**15. Waiver**

15.1 No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**16. Governing Law**

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

**17. Definitions**

“Acceptable Payment Method” means payment made by cash or debit or credit card.

“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 without limitation the requirements as regards treatment, procurement, research and storage of reproductive material;

“Care” means all care, treatment, diagnosis, procedures, services and goods provided by BMC;

“Consultants” means all consultants, surgeons and anaesthetists involved in your Care (including those doing so on behalf of a company or partnership);

“Contract” has the meaning given to it in paragraph 1.1;

“Clinic” means a BMC Medical Centre or Northway Clinic;

“We” or “us” means “BMC” which is the Clinic where you receive your Care;

“Registration Form” means the form setting out your personal details and registration with BMC;

“Remote Services” means telephone and/or video consultations services provided by a Consultant in accordance with the terms of this Contract and as set out on the BMC website;

“Standard Rates” means the BMC standard rates for Care which are available on

request;

“Terms” means these terms and conditions;

“Treatment Package” means all the Care you will receive at the Clinic as set out on the BMC website.