



## TERMS AND CONDITIONS

Version 1.6 Mar 20

### 1. Our contract with you

- 1.1** At your request our team will make an assessment about your needs and whether we consider it appropriate to introduce you to our network of clinicians, health providers and hospital facilities. During this process, we may communicate with you via secure email and/or by phone. If you have a preferred method of contact, please let us know. Any such decision is entirely at our discretion.
- 1.2 Forming a contract between us.** If, following our assessment (pursuant to 1.1), we consider that we can provide our services to you, we will notify you of this verbally or in writing. If you require urgent care, we may not be able to provide you with written confirmation that we can provide our services to you. As soon as practicably possible, we will provide you with a copy of these written terms and conditions so that you can review them. However by you not receiving our terms and conditions prior to commencing with You (as defined below) will not necessarily void this agreement with You (as defined below)
- 1.3** A contract will be formed between us when:
- 1.3.1** If you require urgent care, a contract will be formed between us when you or your guardian/spouse/member of your family office instruct us to provide you with our services detailed in 2.1 to 2.3. The contract may be affirmed by your guardian, spouse or a member of your family office ('You').
- 1.3.2** If you do not require urgent care, a contract will be formed between us when:
- a) You have accepted these terms and conditions orally or in writing;
  - b) You have agreed to our fee rates in accordance with clause 7.3;
  - c) You have joined our retained health management service;
  - d) From any initial e-mail message sent by You or telephone conversation made by You or any oral confirmation given by You; or
  - e) You commence the care process with our network of clinicians, care providers and hospital facilities, following which we will send you an email to confirm our acceptance of your request.
- 1.4 If we cannot accept your request.** If we are unable to accept your request, we will inform you of this in writing or by telephone. Reasons include without limitation: our providers being unavailable at the required time or the urgency of the requested consultation. We will not charge you for the services and we will refund to you any payment made in advance for the affected services. No inference should be drawn from any decision not to make an introduction.

### 2. Our services and the nature of our contract – what we do and cannot do

- 2.1 Referring you to our providers.** Once we have accepted your request and a contract exists between us, we will use our reasonable endeavours to source an appropriate provider for you. Whether we consider a provider to be appropriate will be determined having regard to our communication with you, your description of your needs and the information that we hold about our providers. You may at any time request an alternative provider.
- 2.2** Please take careful note that whilst we take reasonable steps to make sure that you are referred to a provider appropriate for your needs, we are not able and do not make medical judgments about your condition or the type of care and treatment you require: only a qualified medical practitioner such as our providers are qualified to do this.
- 2.3** If you believe that the provider that we have referred you to is not adequate for your needs then you must notify us right away.
- 2.4** Once we have introduced you to a provider, you agree not to directly communicate with that provider without our prior written consent.
- 2.5** Once we have referred you to a provider, we provide a total management and billing service. As regards your medical care this will be provided entirely by your provider and we are not responsible for providing medical advice or treatment to you and accordingly we will not be liable and we accept no liability arising from the medical service you are provided by your provider. Please note that all charges for medical services are at rates determined by us and are available upon request;

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Registered number 11820251



- 2.6 If we cannot source an appropriate provider for you.** We will use our reasonable endeavours to refer you to an appropriate provider to help with your needs, but we may be unable to do so. If so, we will give you a full refund of any payment that you have made to us. Once we have referred you to a provider you will not be entitled to a refund unless we agree that the provider did not have the correct qualifications for your needs.
- 2.7 If our provider cannot perform the contract.** If we have successfully referred you to an appropriate provider but s/he is unable to provide the required services, we will use our reasonable endeavours to source an alternative provider, free of charge.
- 2.8 If you do not already have a medical diagnosis when you contact us.** If you do not have a medical diagnosis, we will arrange for one of our clinicians to conduct an initial examination and, once he or she has determined a diagnosis, we will refer you to an appropriate consultant provider who can provide specialist care. The charges for this are described in more detail in clause 7.1.

### 3. Providing the services

- 3.1 We will provide the service of management and billing to you with reasonable care and skill.** We will promptly contact our providers following our acceptance of your request with a view to arranging an initial consultation within 24 hours of our initial contact with our provider, however, the timing of the initial consultation is dependent upon a number of factors including the availability of our providers. By agreeing to these terms and conditions, you agree that the services will be provided to you as soon as possible and within the cancellation period (please see **clause 4.2**).
- 3.2 We are not responsible for delays outside our control.** If the supply of our services is delayed by an event outside our reasonable control we will contact you as soon as possible to let you know and we will take steps to minimise the effect of any delay. Provided we do this, we will not be further liable to you for any delays caused by the delay, but if there is a risk of substantial delay you may contact us to end our contract and to receive a refund for the service that you have paid for, but not received. We will not be liable for any costs, charges or losses sustained directly or indirectly as a result of performance of our services being delayed outside of our reasonable control.
- 3.3** By you signing this agreement you confirm that any out of pocket charges incurred by us of any nature in performing services under this agreement will be due and payable by you.
- 3.4 What will happen if you do not provide required information to us.** If we require further information from you to be able to refer you to an appropriate provider (such as your medical history), we will contact you in writing or call you to collect this information. If you do not give us this information within a reasonable period of time, or if you provide us with incomplete or incorrect information, we may either terminate our contract (in which case clause 6 will apply). We will not be responsible for any delay in supplying the services to you if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

### 4. Your right to end our contract

- 4.1 You may terminate our contract if you have a valid reason to do so.** The reasons that entitle you to terminate the contract are listed at 4.1.1 to 4.1.3 below and if you do end our contract for one of these reasons, our contract will end **immediately and we will refund you in full all monies you have paid.**
- 4.2 The termination reasons are:**
- 4.2.1** We have informed you about an error in the price or description of the services that you have ordered and you do not wish to proceed;
  - 4.2.2** There is a risk that the supply of the services to you may be significantly delayed because of events outside our control; or
  - 4.2.3** You have a legal right to end the contract because we have breached the terms of the contract.
- 4.3 Ending the contract where we are not at fault.** Even if we are not at fault and you do not have a right to change your mind (see clause 4.2) you can still end our contract before it is completed, but you may have to pay us compensation and any fees due at the time the contract is terminated. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately when we are notified and we will refund any sums paid by you for any services not provided, but we may deduct from that refund (or, if you have not made any advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.



## 5. How to end the contract with us.

- 5.1 Tell us you want to end the contract.** To end the contract with us, please let us know as follows:
- 5.2 Phone or email.** Call customer services on +44 (0) 333 577 1888 or email us at assist@cavendishhealth.co.uk. Please provide your name, home address, details of the request instruction to terminate and, where available, your phone number and email address.
- 5.3 By post.** Write to us at 10 The Stables, Broadfield Way, Aldenham WD25 8DG. Please provide your name, home address, details of your request the instruction to terminate and, where available, your phone number and email address.
- 5.4 How we will refund you.** We will refund the price you paid for the services by the method you used for payment. However, we may make deductions from the price, which will include any out of pocket expenses of any nature which You to agree to.
- 5.5 When your refund will be made.** We will pay any refunds due to you as soon as possible.

## 6. Our rights to end the contract.

- 6.1 We may terminate our contract at any time in writing if you breach it, if:**
- 6.1.1** you do not make any payment to us when it is due and you still do not make payment within 10 working days of us reminding you that payment is due;
  - 6.1.2** you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, any medical information necessary to refer you to an appropriate provider; or
  - 6.1.3** it transpires that you have made misrepresentations (see clause 13); or
  - 6.1.4** we are required to do so by law or as instructed by a regulatory body.

## 7. Price and payment

### 7.1 Our pricing

- A)** Our price for an annual retained healthcare management service for members only is £15,000.00 per annum.
- B)** We charge a minimum fee of £250.00 per hour for day case only medical management.
- C)** Our price for long term acute/complex cases will be no less than £1,500.00 per day. This fee does not include our overall fee for providing our services to you, which will be negotiated separately.
- D)** Patients admitted to hospital overnight will be required to deposit at least £50,000.00 unless agreed in writing between us. This deposit can be set-off against any unpaid invoices or payment requests or any out of pocket costs incurred by us including any legal fees incurred by us and whether or not such costs are relayed to you in advance.

The price for provider services is available upon request. All our prices are exclusive of VAT.

### 7.2 When and how you must pay us.

We accept payments by wire transfer or credit/debit card with all major credit/debit cards. Insured patients must provide insurance details at the outset of your service requests. If insurance details are provided, payment must still be made in accordance with our terms and conditions and You will be primarily liable for our payment. Our providers may require an advance deposit to be paid in anticipation of your arranged consultation. If so, we will inform you of this as soon as possible and you must arrange for the deposit to be paid to our account before the service is provided.

### 7.3 We can charge interest if you pay late.

If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. Interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

### 7.4 What to do if you think an invoice is wrong.

If you think that an invoice or payment request is wrong, please contact us promptly to let us know. You will not have to pay any interest until any dispute is resolved. We will charge you interest on correctly invoiced sums from the original due date, once any dispute is resolved.

You are not privy to speak to our providers direct in requesting for their invoices. All requests made by you must be directed to us. You have no basis to make such requests of our providers without seeking our written consent in advance. Your contract for charges rests with Cavendish Health.



#### 7.5 Disputing an invoice.

You may not withhold payment of our invoices or payment requests on the basis that You wish to dispute our costs or the costs of our providers or have any right to offset in law. You may not dispute costs incurred. If you dispute an invoice or a payment request after provider's costs have been incurred by us, you will remain liable for those fees. Once we have resolved the dispute, any fees that should not have been paid will be returned to you.

You have no right to off set any expenses and/or costs of any nature of any kind should there any dispute as to charges raised by us. We have the right to off-set any charges and/or expenses against any claim that you may have.

#### 7.6 Post-service queries.

If you have any queries in relation to the services we have provided you, we will be able to charge a reasonable additional fee for assisting with such queries and unless agreed otherwise at a daily rate of [£250] plus VAT an hour

### 8. Our responsibility for loss or damage suffered by you

**8.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it either is obvious that it will happen or if, at the time the contract was made, we knew it might happen, for example, if you discussed it with us during the sales process. Our liability to you will be capped at 500% of the total amount that you paid us for our services.

**8.2 We are not responsible to you for acts or omissions of our providers.** Whilst we are the introducer to our providers, we do not accept any liability for loss or damage that you suffer as a result of something that a provider did or failed to do. Any losses or damage arising from a provider's acts or omissions must be directed to the provider.

**8.3 Exclusion or limitation of our liability.** We do not exclude our liability where it would be unlawful to do so. Therefore nothing in these terms and conditions excludes or limits our for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; our liability for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the services we are contracted to provide, including our obligation to provide the services to you with reasonable care and skill and within a reasonable time.

### 9. How we may use your personal information

Your personal data is very important to us. We will use the personal information you provide to us strictly in accordance with the law and our privacy policy and only with your prior permission. This will include sharing your personal date with our providers in order to facilitate the provision of medical services. For further information, please see our privacy policy.

### 10. Other important terms

**10.1 We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms and conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under our contract.

**10.2 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end this contract or to make any changes to its terms.

**10.3 If a court finds part of this contract unenforceable, the rest will continue in force.** Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**10.4 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you for a breach, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you immediately, but we continue to provide the services, we can still require you to make payments due at a later date.

**10.5 Which laws apply to this contract and where you may bring legal proceedings.** You agree that these terms and conditions are governed by English law and any legal proceedings will take place in the English courts only.

### **11. How to contact us.**

- 11.1** You can contact us by telephoning our customer service team at + 44(0) 333 577 1888 or by writing to us at: [assist@cavendishhealth.co.uk](mailto:assist@cavendishhealth.co.uk).
- 11.2 How to tell us about problems.** If you have any questions or complaints about the service, please contact us. You can telephone our customer service team at + 44(0) 333 577 1888 or write to us at: [assist@cavendishhealth.co.uk](mailto:assist@cavendishhealth.co.uk).
- 11.3 How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your instruction.

### **12. Incorporation of these terms**

You agree to be bound by these terms upon being directed to our website whether directed orally by us or in writing.

### **13. Misrepresentation**

By entering into a contract with us, you agree to provide all information requested that is correct and true to the best of your knowledge. If we rely on any representations made by you (whether orally or in writing) to our detriment, you agree to fully indemnify us for any losses we incur. Any misrepresentation made by you will allow us to terminate this agreement in accordance with clause 6.