

Holiday Dialysis Norfolk  
t/a 4 Seasons Dialysis Norfolk  
10 Folgate Road  
North Walsham  
NR28 0AJ

## Terms & Conditions

### Acceptance of Terms and Conditions

By using the 4 Seasons Dialysis Norfolk site (the “site”) and service (our “services”) or by placing a booking with the 4 Seasons Dialysis Norfolk (by any of our accepted methods), you (“you” or the “user”) hereby agree to any and all of the terms and conditions, individually and in whole, stated below by 4 Seasons Dialysis Norfolk. Should you not agree to any or all of these terms and conditions (“terms of use” and / or “agreement”), please stop using this site or service. If you agree to these terms and conditions, please continue to use the site/service.

### Patient Requirements:

- All patients must be referred by their host hospital or the dialysis unit where they normally dialyse. We cannot accept patients without a renal referral. The referral form can be either the home unit own form or our standard application form.
- All patients must be on dialysis for at least a period of six months before dialysing with us. In special circumstances, we will dialyse a patient provided the referring consultant is happy for the patient to go away on holiday and provides written consent.
- All patients need to have a recent blood test done (no earlier than 4 weeks before their first treatment session with us) for Hepatitis B, Hepatitis C and HIV prior to dialysing with us and these results need to be negative. **We do not accept patients who are positive.**

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- All patients need to have swabs taken from the following sites, nose, throat and axilla for MRSA prior to dialysing with us and these results need to be negative. **We do not accept patients who are positive.**
- If Erythropoetin, iron or any other medication need to be given by us, a signed prescription by a doctor is required. Patients are required to bring their own medications. We do not supply medications to individual patients.
- We do not accept patients under the age of 18.

### **Cancellations:**

- Bookings can be cancelled 30 days or more before the treatment was due to start without any charges to the patient or their host hospital. If a patient has to cancel his/her booking within 30 days of their treatment dates, no charges will occur if a signed doctor's note is provided for reasonable circumstances (i.e. due to ill-health, admission to hospital, transplant operation or other unforeseen circumstances etc). If a doctor's note is not provided for cancellations within 30 days of the treatment date, a charge at the cost of 1 session will occur to cover administration costs and loss of earnings. This cost must be met by either the host hospital, Primary Care Trust, NHS local commissioning team or patient (if not met by the NHS). All cancellations within a 48hr period will be chargeable at the price of 1 session.
- If a patient has already commenced their dialysis treatment with us and then decides to cancel the rest of the sessions, we reserve the right to claim the full charges for all the sessions the patient initially booked for.
- If for some reason the patient cannot be dialysed and has to be sent back to the host hospital, no charges will be made to the host hospital

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or Primary Care Trust for the rest of the treatment sessions not provided.

- All invoices have to be settled within thirty days from date of invoicing. Any delay beyond this period may result in further debt recovery and interest will be charged daily at 2% above bank base rate. This applies to patients in the United Kingdom only.

### **Arrangement for funding:**

It is the responsibility of the Holiday Co-ordinator or the person arranging holiday dialysis for their patients to seek confirmation of funding from their Hospital Trust and/or whether they fall under the NHS England payment scheme. A purchase order number may be required.

If your unit does not fall under NHS England, It is advisable for holiday coordinators to find out whether their Hospital Trust will fund the full amount. If not, the patient will have to meet the cost. We do not accept E111 forms and patients outside the United Kingdom need to make their own arrangements to fund their treatment. We do not accept credit cards.

Patients outside the United Kingdom need to settle their account before treatment commences. Payment can be made directly into our bank account. You will be issued a receipt so that you can claim your money back from your insurance or your host hospital.

### **Tariff for 2019-2020**

The cost of each dialysis session is £350 during week days, and £ 400 for Sundays and Bank Holidays.

### **Online bookings and website use**

#### **Disclaimer of Warranty:**

YOU EXPRESSLY AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. NEITHER HOLIDAY DIALYSIS NORFOLK LTD(trading as 4

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SEASONS DIALYSIS NORFOLK UNIT), ITS SUBSIDIARIES AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, MERCHANTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WARRANT THAT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE.

**FORCE MAJEURE:**

We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, events, omissions, failures or accidents that are outside of our control ('Force Majeure'), which, without limitation, include:

- Strikes, lock-outs or other industrial action
- Shortages of labour, fuel, power, raw materials
- Late, defective performance or non-performance by suppliers
- Private or public telecommunication, computer network failures or breakdown of equipment
- Acts, decrees, legislation, regulations or restrictions of any government
- – Other causes, beyond our reasonable control.

**Modifications to terms:**

4 Seasons Dialysis Norfolk may change these Terms And Cons from time to time. Please review these Terms periodically for any updates or changes. Your continued use of the site/ service following the posting of any updates or changes to these Terms constitutes your acceptance of such changes. If you object to any provision of these Terms or any subsequent modifications to these Terms, your only recourse is to immediately terminate use of the site/service.

**NOTICES:**

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All notices given by you to us must be given to us by using email:

[office@4seasonsdialysisnorfolk.co.uk](mailto:office@4seasonsdialysisnorfolk.co.uk)

Notice will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter at 10 Folgate Road, North Norfolk, Norfolk NR28 0AJ. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email; such email was sent to the specified email address of the addressee.

**GOVERNING LAW AND JURISDICTION:**

Our service is controlled and operated in the United Kingdom.

The Conditions and any Contract brought into being as a result of usage of our will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

**[Thank you for reading our Terms and Conditions](#)**