

INDIVIDUAL SPECIALIST AGREEMENT

Agreement between a Fee Approved Specialist (“You”) and AXA PPP healthcare Limited, a private limited company incorporated in England (company no. 3148119) and whose registered office is at 20 Gracechurch Street, London EC3V 0BG (“AXA PPP”)

IT IS AGREED as follows:

1. DEFINITIONS

Affiliates: means, in relation to any person, any subsidiary or direct or indirect holding company of that person, and any other subsidiary of such direct or indirect holding company;

AXA Group: means the group of companies comprising AXA PPP and its Affiliates;

AXA PPP General Network: means all of the general acute medical and surgical facilities that Members have access to and which may provide general Treatment to Members as Benefits, as included in the AXA PPP directory of hospitals or otherwise identified by AXA PPP as a facility with such arrangements in place, as may be replaced or re-named by AXA PPP from time to time;

AXA PPP Schedule of Procedures means the amounts AXA PPP agrees to pay Fee Approved Specialists in respect of Treatment provided to Members where not covered by the fees listed in Schedule 1 and as published on <https://online.axapphealthcare.co.uk/SpecialistForms/SpecialistCode.mvc> as may be amended by AXA PPP from time to time in accordance with Clause 19.2;

Benefits: means the private medical benefits to which each Member is entitled to, in accordance with the terms of the relevant Policy;

Billing Principles means the AXA PPP principles as published on <https://online.axapphealthcare.co.uk/SpecialistForms/SpecialistCode.mvc/Introduction?source=published#billing> as may be amended by AXA PPP from time to time in accordance with Clause 19.4;

Complaint: means any substantive complaint from or concern raised by or on behalf of a Member in connection with their Treatment or You pursuant to this Agreement;

Confidential Information: means:

- (i) the content of this Agreement; and
- (ii) any information and/or material relating to or connected to the services, customers, potential or target markets, business, technical, administrative or commercial affairs, finances, systems, processes and/or methods of operation or other information or data, trade secrets, software, know-how and any similar information or information which is clearly confidential in nature, of either party which is disclosed by one party (or anyone on their behalf) to the other party (or anyone on their behalf) in connection with the operation of this Agreement, whether written, passed on verbally or otherwise and whether or not such information is expressly stated to be confidential or marked as such;

Enquiry Form: means the online form accessible at <https://survey.axapphealthcare.co.uk/fee-query/> as may be amended by AXA PPP from time to time;

Fee Approved Specialist: means a specialist who is recognised for Benefit purposes in connection with the provision of Treatment to Members;

GMC: means the UK General Medical Council;

Honorary Consultant: a clinical academic in the UK who holds a substantive appointment as a senior lecturer, reader or professor in the medical faculty of a UK University awarding a primary registerable qualification under the Medical Regulations and who concurrently provides services to NHS patients at a consultant level in the NHS;

Intellectual Property: means the copyright (including software copyright), database rights, trade marks, patents, know how, design rights (including unregistered rights, registered rights and applications therefore), domain names and any goodwill associated with the intellectual property as well as rights under license, consents, orders, statute or otherwise;

Medical Regulations: means all statutes, statutory instruments, orders, regulations, guidelines and codes of practice (whether or not having the force of law) in force from time to time applicable to the provision of healthcare or related services, including the requirements of the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 and the Care Quality Commission (Registration) Regulations 2009 and the rules, regulations, guidance and codes of practice of the applicable Medical Regulator;

Medical Regulator means the independent regulators of health and social care, being the GMC, the Care Quality Commission in England, or Healthcare Improvement Scotland, or Health Inspectorate Wales, or the Regulation and Quality Improvement Authority in Northern Ireland, as appropriate and/or any successor body and their officers and agents and any other relevant independent regulator or professional body for practicing members in the area or profession;

Member: means the holder of a policy or beneficiary of a medical trust scheme which provides direct reimbursement underwritten or administered by AXA PPP, or one of its Affiliates or Partners, any dependant who is included in a policy or any person, or dependant of that person, entitled to claim benefits pursuant to a product offered or administered either now or in the future by AXA PPP, or by one of its Affiliates or Partners;

Non-Consultant Grade: means a secondary specialist who is not a consultant grade doctor, and who is working under Your direction;

On Call Fees: means fees charged by a Fee Approved Specialist for their overall supervision or responsibility of a patient for the duration of their Treatment;

Partner: means a provider of private medical benefits whose members AXA PPP has agreed to give access to the arrangements AXA PPP has in place with providers pursuant like You and, accordingly, whose members shall be treated as Members for the purposes of this Agreement;

Policy: means the written agreement (including table of Benefits) with AXA PPP or one of its Affiliates or Partners under which a Member (and where relevant

his dependant(s)) is entitled to claim Benefits, or any other written agreement with or administered by AXA PPP or one of its Affiliates or Partners, under which a Member (and where relevant his dependant(s)), is entitled to claim Benefits;

Preferred Third Party: means a preferred third party provider supplying any services not directly carried out by You;

Secondary Specialist: means a Specialist appointed by You to assist in the supply of Treatment services to Members carried out by You;

Specialist: means a medical or dental practitioner with particular training in an area of medicine (including consultant surgeons, consultant anaesthetists and consultant physicians);

Terms of Recognition: means the terms and conditions that a specialist must agree and adhere to in order to be recognised by AXA PPP as a Fee Approved Specialist able to provide Treatment to Members, as set out at <https://provider.axapphealthcare.co.uk/individual-provider-recognition/> and as may be amended by AXA PPP from time to time in accordance with Clause 19.3;

Treatment: means a procedure or medical intervention or any reasonably necessary consultations with a specialist or a practitioner or a diagnostic procedure ordered by a specialist or a practitioner to investigate a medical condition (including but not limited to an X-ray or pathology test), disease, illness or injury; and

Unproven Treatment: means any Treatment which:

- (i) is not practised by a mainstream body of Specialists; or
- (ii) has not been proven to be effective through clinical trials published in peer reviewed journals; or
- (iii) the National Institute for Health and Care Excellence (NICE) has described as having insufficient evidence, effectiveness or safety so as to require special arrangements for consent or clinical audit.

2. COMMENCEMENT AND DURATION

This Agreement will take effect on the date You sign it and shall continue thereafter unless terminated in accordance with Clause 20 below.

3. SCOPE

- 3.1 This Agreement sets out the terms and conditions pursuant to which AXA PPP will appoint you as a Fee Approved Specialist to provide the Treatment to Members.
- 3.2 Your appointment as a Fee Approved Specialist is non-exclusive and AXA PPP shall be entitled to appoint alternative suppliers to supply services that are the same as or similar to the services being provided by You to Members.
- 3.3 By entering into this Agreement, You agree to comply with the terms and conditions set out in this Agreement and be bound by and adhere to the Terms of Recognition and the Billing Principles.
- 3.4 The Terms of Recognition shall remain in full force and effect for the duration of this Agreement and shall govern the relationship between You and AXA PPP except as otherwise provided in this Agreement.
- 3.5 This Agreement shall operate together with the Terms of Recognition and the Billing Principles and does not attempt to provide for a revision of either. In the event of any inconsistency or conflict between this Agreement and either the Terms of Recognition or the Billing Principles, this Agreement shall prevail.

4. AXA PPP'S OBLIGATIONS

- 4.1 Subject to You complying with the conditions set out in Clause 6 below, AXA PPP will:
 - 4.1.1 provide You with Fee Approved Specialist status;
 - 4.1.2 pay You the fees set out in Schedule 1 for the provision of all Treatment included in the activities listed in the table(s) in Schedule 1 by You to Members in accordance with the terms and conditions of this Agreement;
 - 4.1.3 pay the rates set out in the AXA PPP Schedule of Procedures for the provision of all Treatment not included in the activities listed in Schedule 1 by You to Members, in accordance with the terms and conditions of this Agreement. Where a particular code or procedure does not have a fee included in either Schedule 1 or the current AXA PPP Schedule of Procedures but AXA PPP has notified You that the Treatment may be provided by you to Members pursuant to this Agreement where it is eligible for Benefit purposes, AXA PPP shall pay You the cost of that particular code or procedure as notified to You by AXA PPP in writing on the commencement of this Agreement (as may be updated by AXA PPP upon written notice to you from time to time);

- 4.1.4 act reasonably and in good faith to review and consider any request for payment of any charge in excess of those set out in Schedule 1 or the current AXA PPP Schedule of Procedures (whichever is applicable) pursuant to Clause 7.1.4 below; and
- 4.1.5 operate a help service for You in relation to invoice, payment and account queries relating to payments to You pursuant to this Agreement via the AXA PPP website - <https://provider.axapphealthcare.co.uk/payment-support-service/> (or such other address or method of contact as notified in writing by AXA PPP from time to time).

5. AUTHORISATION

- 5.1 You hereby confirm that You:
 - 5.1.1 hold or have held and are not precluded from holding a substantive appointment as a consultant or an Honorary Consultant in the speciality relevant to Your field of practice in the NHS; and
 - 5.1.2 are currently listed on the specialist register of the GMC or is included as required by the European Specialist Medical Qualification Order 1995 in the Specialist Register kept by the GMC, in a speciality which AXA PPP recognise for Benefit under its Policies.
- 5.2 You warrant that You have, and agree to ensure that You maintain throughout the term of this Agreement, registration under the Medical Regulations and all other suitable authorisations, registrations, licences and/or consents required in connection with the provision of Treatment in connection with this Agreement.

6. YOUR OBLIGATIONS

- 6.1 You hereby agree to comply with the following obligations:
 - 6.1.1 to keep all Confidential Information strictly confidential and not disclose the details to any third party except by prior written consent of AXA PPP or where the Confidential Information has become publicly available through no fault of your own. You may only disclose the Confidential Information to your personnel who are directly involved in the administration of the fees and who need to know the information and You shall ensure that such personnel are aware of and shall comply with the confidentiality requirements in this Agreement;
 - 6.1.2 in the event that AXA PPP shall appoint a Preferred Third Party for specific services, You agree to exclusively use such Preferred Third Party for Members within three (3) months from the date on AXA PPP served written notice to You of such appointment of a Preferred Third Party;
 - 6.1.3 to ensure Your details are accurate at all times and all changes are promptly notified to AXA PPP on the following website:

<http://www.theppr.org.uk/> this includes (without limitation) the following information:

- 6.1.3.1 correspondence address;
 - 6.1.3.2 treatment address;
 - 6.1.3.3 billing address;
 - 6.1.3.4 e-mail address;
 - 6.1.3.5 contact telephone numbers with relevant names;
 - 6.1.3.6 all the hospitals in which You have admitting rights and identify specifically whether You consult only or undertake treatment at those hospitals;
 - 6.1.3.7 your speciality, sub-speciality and specialist areas of interests; and
 - 6.1.3.8 your professional indemnity insurance information;
- 6.1.4 to act in the spirit of and comply with the details of the Private Healthcare Market Investigation Order 2014 published by the Competition and Markets Authority in October 2014;
- 6.1.5 to comply with all applicable Medical Regulations;
- 6.1.6 to have and maintain registration under the Medical Regulations and all other suitable authorisations, registrations, licences and/or consents required in connection with the provision of the Treatment to Members;
- 6.1.7 to promptly co-operate in full with enquiries made by AXA PPP with a view to establishing whether You are in compliance with Clause 6.1.6;
- 6.1.8 to have and maintain practising privileges in at least one of the facilities in the AXA PPP General Network; and
- 6.1.9 to use all resources efficiently when providing Treatment to Members (this includes using generic drugs instead of branded drugs where possible).
- 6.2 In the event that You appoint a Secondary Specialist for the purpose of providing Treatment to Members in connection with this Agreement, You hereby agree to:
- 6.2.1 adhere to the Billing Principles;
 - 6.2.2 ensure that a Secondary Specialist has and maintains practising privileges in the relevant facility in the AXA PPP General Network where the Treatment is being carried out by You;
 - 6.2.3 ensure that, at all times, a Secondary Specialist holds medical malpractice insurance to the level required by the respective Medical Regulations, in connection with the services and/or Treatment of the Members;
 - 6.2.4 in accordance with the Billing Principles, notify AXA PPP by reasonable notice of Your intention to appoint a Secondary Specialist and You acknowledge that AXA PPP shall have the right to reject any such appointment;

6.2.5 ensure that a Secondary Specialist acknowledges and adheres to the obligations and practices in Clauses 5.2, 6.1.1, 6.1.4 – 6.1.9 (inclusive).

6.3 In the event that You appoint a Secondary Specialist who is either (i) not a Fee-Approved Specialist, or (ii) is a Non-Consultant Grade, You hereby acknowledge and agree that You shall have sole responsibility and be liable for the performance and conduct of the Secondary Specialist and, in particular, You shall be held liable in the event that AXA PPP determines that the Secondary Specialist, at the time of Treatment provided by You to a Member, did not comply with Clauses 6.2.2, 6.2.3 and 6.2.5.

7. FEES, INVOICING AND PAYMENT

7.1 You agree that you will comply with the following obligations:

7.1.1 to adhere to the Billing Principles set out in the AXA PPP Schedule of Procedures at <https://online.axapphealthcare.co.uk/SpecialistForms/SpecialistCode.mvc>;

7.1.2 to adhere to and charge in accordance with the fees listed in Schedule 1 and for all other activities not set out in Schedule 1, to apply and charge in accordance with the AXA PPP Schedule of Procedures. Note that You must not charge for On Call Fees when working. All fees charged pursuant to this Agreement must relate to actual Treatment provided to a Member;

7.1.3 to submit Your invoices electronically through Healthcode or our online portal or any other electronic billing system AXA PPP recognises (for the avoidance of doubt, paper invoices will not be accepted);

7.1.4 to contact AXA PPP in the event that a particular Member requires Treatment that warrants an extraordinary charge due to unusual complexity or other exceptional circumstances. You may do so by submitting an Enquiry Form providing all information requested on the form and including full details as to why the Treatment is considered extraordinary. For the avoidance of doubt, You shall require the prior consent of AXA PPP prior to Treatment being provided in respect of any charge in excess of the fees listed in Schedule 1 or the AXA PPP Schedule of Procedures (whichever is applicable);

7.1.5 to ensure that no charges are made to Members directly or indirectly and You will not recover or seek to recover any amounts directly from a Member **other than:**

- (i) costs incurred by the Member which are not covered by the Policy including, for the avoidance of doubt, any excess or cost sharing associated with the Policy; or
- (ii) any shortfall between the amount of Benefit to which a Member is entitled under the Policy and the amount You may charge under the terms of this Agreement,

PROVIDED THAT:

- (iii) the Member has been informed prior to You incurring such costs and has expressly agreed to bear these costs; and
- (iv) You continue to apply the rates set out in the Schedule 1 or the AXA PPP Schedule of Procedures (whichever is applicable) when charging Members directly for all Treatment in the circumstances described in Clauses 7.1.5(i) and 7.1.5(ii) above.

7.2 If You charge a Member (either directly or indirectly) any amount for Treatment in excess of the amounts shown in Schedule 1 or the AXA PPP Schedule of Procedures (whichever is applicable), AXA PPP reserves the right to clawback a sum equal to 125% of the amount charged to such Member in excess of the amount shown in Schedule 1 or the AXA PPP Schedule of Procedures (as applicable) and reserves the right to set-off such amount from future fees due to You.

7.3 In the event that a Member pays You directly for services in relation to Treatment that is either pre-authorised by AXA PPP, or is later authorised for payment by AXA PPP, You will, if requested by AXA PPP, refund the amount paid by the Member in full and instead invoice AXA PPP in accordance with this Clause 7 for the services provided in relation to such Treatment.

7.4 AXA PPP will pay all amounts due to You pursuant to this Agreement on a weekly basis provided that all obligations in this Clause in relation to charging and invoicing have been complied with.

7.5 For the avoidance of doubt, in the event that You appoint a Secondary Specialist in accordance with Clause 6.3, AXA PPP shall not be liable to pay any fees, costs or expenses directly to that Secondary Specialist in connection with the provision of any Treatment to Members under this Agreement. You shall have sole responsibility for distributing any fees, costs or expenses which are due to the Secondary Specialist.

7.6 The parties acknowledge and agree that where there is a conflict or inconsistency between the fees listed in Schedule 1 and the AXA PPP Schedule of Procedures, the fees listed in Schedule 1 shall prevail.

7.7 Charges for Treatment provided by You to any Member will only be payable by AXA PPP pursuant to this Agreement where:

7.7.1 in AXA PPP's reasonable opinion, the Treatment to which the charges relate is medically necessary and appropriate having regard to the Member's medical condition;

7.7.2 the Member is at all times under Your supervision; and

7.7.3 the Treatment falls within the Member's Benefits pursuant to a valid Policy;

and, either:

- 7.7.4 the Treatment is included in the services; or
 - 7.7.5 You have submitted an Enquiry Form to AXA PPP using the online procedure and received prior authorisation by way of a confirmation email from AXA PPP that charges for the Treatment will be paid (including confirmation of the procedure code to be used).
- 7.8 For the avoidance of doubt, AXA PPP shall provide authorisation pursuant to Clause 7.7.5 at its sole discretion and shall be under no obligation to authorise payment any Treatment that is not included in the services.
- 7.9 AXA PPP shall not be liable to pay any costs or expenses incurred by You as a result of or in connection with any Unproven Treatment without, specific prior written approval from AXA PPP.
- 7.10 AXA PPP may at any time dispute the whole or any proportion of an invoice submitted by You where the invoice or portion of the invoice:
- 7.10.1 includes charges for Treatment received by a Member that is not a Benefit or is otherwise ineligible for payment by AXA PPP; or
 - 7.10.2 includes charges for Treatment received by a Member over and above the charges listed in Schedule 1 or included in the AXA PPP Schedule of Procedures (whichever is applicable); or
 - 7.10.3 includes charges for Treatment where the Treatment date was more than six (6) months before the date of submission of the invoice; or
 - 7.10.4 is an amended and re-issued invoice relating to a previous invoice that was submitted by You more than thirty (30) days prior to the date of submission of the amended and re-issued invoice; or
 - 7.10.5 includes other amounts that You are not entitled to invoice including, but not limited to, the fees of any Secondary Specialists where the appointment of such Specialist is in contravention of Clause 6.2.4, or amounts in excess of what You are entitled to invoice AXA PPP pursuant to the terms of this Agreement.
- 7.11 Where AXA PPP disputes an invoice or part of an invoice in accordance with Clause 7.11 above, You will be informed by the provision of a remittance advice and the following shall apply:
- 7.11.1 where the invoice or relevant proportion of the invoice has been paid by AXA PPP, AXA PPP shall be permitted to set-off the sum of the relevant invoice or proportion of such invoice from any future payment due to You pursuant to this Agreement, or AXA PPP may alternatively require You to repay all such amounts to AXA PPP within thirty (30) days of receipt of the relevant remittance advice; or

- 7.11.2 where the invoice or relevant proportion of the invoice has not been paid by AXA PPP, You will make no further request for payment of the relevant invoice or proportion of such invoice from AXA PPP.
- 7.12 Where the whole or a proportion of an undisputed invoice is overdue for payment by AXA PPP by more than sixty (60) days from the date such invoice was due for payment, You will collate all such account information and submit to AXA PPP via the AXA PPP website – <https://provider.axapphealthcare.co.uk/payment-support-service/> (or such other address or method of contact as notified in writing by AXA PPP from time to time) (an “**Aged Debt Request**”) no more frequently than monthly (unless otherwise agreed between the Parties).
- 7.13 Upon receipt of an Aged Debt Request, AXA PPP agrees to review the position and seek to rectify as appropriate **EXCEPT THAT** the parties acknowledge and agree that AXA PPP shall take no action in relation to any amounts contained in an Aged Debt Request where the sum was due for payment twelve (12) months or more before the date of receipt of the Aged Debt Request containing the amount in question. In such circumstances, You agree to adjust its records accordingly and make no further request for payment of the relevant sum from AXA PPP or any Member.
- 7.14 Notwithstanding the agreed fees as may be amended from time to time in accordance with the provisions of this Agreement, prior to submitting any invoices in accordance with this Clause 7, wherever possible You agree to adjust the fees as follows:
- 7.14.1 to include the benefit of any discounts, special offers, rebate terms or any other additional promotional terms as agreed from time to time between the parties; and
- 7.14.2 to the lesser of Your “self-pay” rates and the fees, including where a special “self-pay” rate is introduced by You for a particular service from time to time (provided that the Member receiving such service satisfies any special terms and conditions pertaining to such special rate).
- 7.15 AXA PPP may review and amend the AXA PPP Schedule of Procedures in accordance with Clause 19.2.
- 7.16 From the date 3 years from the Commencement Date, You may submit a request to AXA PPP via the following website: <https://survey.axapphealthcare.co.uk/hp-contract-review/> to change the fees and the parties will seek to agree revised terms where appropriate. Any amendments to the Agreement agreed pursuant to this Clause 7.17 must be agreed in writing and signed by both Parties, together with an updated Schedule 1 (dated for identification purposes). The revised fees will apply with effect from the date specified in such written agreement.

8. VAT

- 8.1 The parties acknowledge and agree that the services to be provided by You to Members are exempt from United Kingdom value added tax ("**VAT**"). However, if HM Revenue & Customs determine that VAT is chargeable or if, due to a change in Your status, VAT becomes chargeable on or in respect of such services, such VAT shall be deemed to be included in any such amount, consideration or payment provided or to be provided by AXA PPP or the Member, accordingly, any such VAT shall be payable by You and shall not be recoverable from AXA PPP or the Member.
- 8.2 Where You charge VAT to AXA PPP in error, You shall reimburse AXA PPP on an indemnity basis within thirty (30) days of the date of the invoice in which such erroneous VAT was charged.

9. INDEMNITY

- 9.1 To the fullest extent permitted by law, You shall indemnify and keep AXA PPP and its officers, shareholders, agents and employees indemnified in full from and against any loss and all claims, proceedings, actions, damages, costs, expenses and any other liabilities (including legal costs and expenses) which arise or might arise as a result of:

9.1.1 the performance or non-performance of any of Your obligations under this Agreement (including but not limited to the data protection obligations in Clause 11);

9.1.2 the performance or non-performance of any Secondary Specialist You have assumed responsibility for under Clause 6.3;

9.1.3 any claim or complaint made by a Member in relation to Treatment received from You or a Secondary Specialist appointed by You under Clause 6.3;

9.1.4 Your acts, omissions or negligence or wilful misconduct or those of Your Secondary Specialist appointed under Clause 6.3 ;

9.1.5 The cost of any services in connection with Treatment or follow up Treatment received by a Member that was solely required as a result of or in connection with Your negligence or default or that of Your Secondary Specialist appointed under Clause 6.3; and/or

9.1.6 any breach of this Agreement by You.

- 9.2 This Clause 9 shall not apply to the extent that the You are able to demonstrate that any such loss, claims, proceedings, actions, damages, costs, expenses or other liabilities were caused by the negligence or default by AXA PPP.

10. INDEMNITY INSURANCE

- 10.1 You shall, (at Your own cost), take out, maintain in full force and effect at all times during the course of this Agreement and observe the terms and conditions of adequate medical defence union indemnity or medical negligence insurance to

cover Your liability and the liability of any Non-Consultant Grade in relation to this Agreement with an insurance provider of good standing and repute, authorised to carry on insurance business of the relevant type in the United Kingdom.

- 10.2 In the event that You appoint a Secondary Specialist who is either not a Fee Approved Specialist or a Non-Consultant Grade, You hereby agree to ensure that the Secondary Specialist has and maintains in full force and effect adequate medical defence union indemnity or medical negligence insurance in accordance with Clause 10.1.
- 10.3 At the date of this Agreement, at least annually and otherwise at any time at AXA PPP's request, You shall promptly provide to AXA PPP such evidence as AXA PPP may reasonably require to show that You have taken out and continue to maintain in full force and effect adequate medical defence union indemnity or medical negligence insurance in accordance with Clause 10.1 above and that the premiums due in respect of such insurance have been paid.
- 10.4 You shall immediately notify AXA PPP in writing if any circumstances arise or are likely to arise which would lead to You being in breach of Your obligations under Clause 10.1 above.

11. DATA PROTECTION

- 11.1 You agree that in performing this Agreement You will:
- 11.1.1 comply with Your obligations under the General Data Protection Regulation 2016/679 ("**GDPR**") and applicable data protection legislation (the "**Data Protection Legislation**");
 - 11.1.2 not cause AXA PPP to breach its obligations under the Data Protection Legislation;
 - 11.1.3 not process the personal data which AXA PPP shares with You or which You accept from AXA PPP or which is processed under or in connection with this Agreement (the "**Personal Data**") for any purpose not expressly authorised by AXA PPP;
 - 11.1.4 to the extent You provide Personal Data to AXA PPP, ensure that all fair processing notices have been given (and/ or, as applicable, valid consents obtained that have not been withdrawn) and are sufficient in scope and kept up-to-date in order to meet the Data Protection Legislation requirements around ensuring that processing is fair and transparent;
 - 11.1.5 ensure that all Personal Data and Sensitive Personal Data obtained by You in connection with the provision of Treatment to Members shall be processed, stored and transferred in accordance with the provisions of the Data Protection Legislation; and
 - 11.1.6 indemnify and keep indemnified AXA PPP from and against any and all costs, proceedings, actions, claims or demands, liabilities and obligations

which they may incur (including legal costs and expenses) arising out of or in connection with any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or any other legal person as a result of Your unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data or Sensitive Personal Data processed by You, Your employees, agents or sub-contractors pursuant to or in connection with this Agreement.

- 11.2 AXA PPP and You are controllers in common in their dealings with each other.
- 11.3 You agree to ensure that a Secondary Specialist who is either not a Fee Approved Specialist or a Non-Consultant Grade in relation to the provision of Treatment provided by You to a Member adheres to the principles of the Data Protection Legislation and shall not do or omit to do anything which causes AXA PPP to breach its obligations under the Data Protection Legislation under or in connection with this Agreement.
- 11.4 You acknowledge that nothing in this Agreement purports to appoint You as a processor for and on behalf of AXA PPP in respect of the Personal Data (or any personal data) and AXA PPP does not anticipate that You will, and You shall not, act as AXA PPP's processor under any circumstances, unless You have been expressly appointed as processor by AXA PPP. Such appointment shall be conditional upon You satisfying AXA PPP's security due diligence review and AXA PPP and You agreeing, in good faith, a set of processor obligations that comply with the Data Protection Legislation.
- 11.5 You are expected to promptly, but in any event within twenty-four (24) hours, notify AXA PPP following:
- 11.5.1 any personal data breaches involving Personal Data; or
 - 11.5.2 your receipt of any actual or purported request or notice or complaint from (or on behalf of) a data subject exercising his rights under the Data Protection Legislation or any correspondence or communication (whether written or verbal) from the ICO or any other relevant regulator in relation to the processing of the Personal Data.
- 11.6 Any reference in this Agreement to the terms "**controller**", "**data subject**", "**personal data**", "**personal data breach**", "**processor**" and "**processing**" shall have the meanings set out in the GDPR (and "**process**" and "**processed**" shall be construed accordingly). Any reference to personal data includes a reference to Sensitive Personal Data, as applicable, whereby "**Sensitive Personal Data**" means personal data that incorporates such categories of data as are listed in Article 9(1) of the GDPR.

12. INTELLECTUAL PROPERTY

- 12.1 Subject to Clause 12.2, AXA PPP hereby grants to the You a non-exclusive, royalty free licence for the term of this Agreement to use AXA PPP's name and/or the AXA

PPP logo owned by or licensed to AXA PPP or any AXA PPP Affiliate, solely on Your website in connection with the operation of this Agreement and may only be used elsewhere pursuant to this licence where such use is agreed in writing (including by email) in advance by AXA PPP. You otherwise have no right to use any Intellectual Property owned by AXA PPP or any AXA PPP Affiliate. You shall advise AXA PPP in writing each time the AXA PPP name and/or logo is used in accordance with this Clause.

- 12.2 Upon request, AXA PPP shall provide You with an approved digital version of its logo in a password protected file. You shall only use such digital version of the logo in accordance with the terms of this Clause 12 and the terms of any brand guidelines provided to You by AXA PPP. For the avoidance of doubt, You shall not use AXA PPP's logo in any form, style or colour other than as provided in the approved digital version.

13. AUDIT RIGHT

- 13.1 At any time during this Agreement and thereafter until all Your rights, obligations and duties have come to an end, AXA PPP (or its nominated representatives) or any third party appointed by AXA PPP may visit Your professional premises in connection with its obligations under this Agreement to verify their compliance with Your obligations under this Agreement and/or investigate any developments that may affect the You and/or AXA PPP ("**Audit**").

- 13.2 In relation to each Audit, You agree that You will:

13.2.1 at Your own cost and expense, fully and effectively co-operate with AXA PPP and their representatives and provide such assistance as is reasonably requested;

13.2.2 promptly allow AXA PPP and their representatives reasonable access to any of Your offices or facilities at any time; and

13.2.3 subject to any data protection or medical confidentiality requirements or restrictions, supply all reasonably requested information, data and records of whatsoever nature to AXA PPP and their representatives, and provide facilities to enable them to inspect and make copies of such information, data and records for them to retain, at no charge to AXA PPP.

14. INFORMATION REQUESTS AND INTERNAL REVIEWS

- 14.1 At any time during this Agreement and thereafter until all Your rights, obligations and duties have come to an end, AXA PPP (or its nominated representatives) may submit written requests for information to You ("**Information Request**") and/or carry out internal reviews ("**Internal Reviews**"), in relation to its practices in connection with its obligations under this Agreement, for claims assessment and/or to verify Your compliance with Your obligations under this Agreement and/or investigate any developments that may affect You and/or AXA PPP.

14.2 In relation to each Information Request and/or Internal Review, You agree that You will:

14.2.1 at Your own cost and expense, fully and effectively co-operate with AXA PPP and its representatives and provide such assistance as is reasonably requested; and

14.2.2 subject to any data protection or medical confidentiality requirements or restrictions, supply copies of all reasonably requested information, data and records of whatsoever nature to AXA PPP or its representatives within twenty-eight (28) days of the request.

14.3 For the avoidance of doubt, the information that AXA PPP (or its nominated representatives) may have access to in connection with Information Requests and Internal Reviews includes:

14.3.1 all available medical or clinical information and hospital notes, records and reports regarding any Member and their Treatment; and

14.3.2 all information received or held by You relating to the Members' satisfaction with the standard of the services;

PROVIDED THAT:

14.3.3 any health authority charges levied for accessing medical records of any Member shall be met by AXA PPP.

14.4 AXA PPP shall be entitled to make and retain copies of any information provided to them pursuant to this Clause 14.

14.5 You shall, where appropriate, assist AXA PPP with its review of You or any facility that is used by You to provide Treatment to Members.

15. NOTIFICATION REQUIREMENTS

15.1 You shall immediately notify AXA PPP by telephone or email in the event that:

15.1.1 a Medical Regulator publishes, or You become aware that a Medical Regulator is going to publish, an inspection report which rates the services provided by a facility from which You operate as either "inadequate" or "requires improvement" (or equivalent if such classifications are amended from time to time); or

15.1.2 any suitable authorisation, registration, licence or consent held by You relevant to the provision of Treatment to Members (including registration under the Medical Regulations) is revoked or You reasonably believe that such registration may be revoked; or

15.1.3 You are suspended, derecognised, have conditions, undertakings or warnings from a Medical Regulator; or

- 15.1.4 You are being investigated by the GMC or NHS Trust; or
 - 15.1.5 Your practising privileges are removed or suspended; or
 - 15.1.6 You do not or cease to have practising privileges in at least one of the facilities in the AXA PPP General Network; or
 - 15.1.7 a bankruptcy petition is brought against You; or
 - 15.1.8 You plan to perform Unproven Treatment, clinical trials or associated research which may affect any Members. Such notification must include: (i) details of the trial protocol; (ii) details of any trial funding or grants; and, (iii) evidence of ethics committee approval. Please note that without specific prior written approval from AXA PPP, no costs or expenses incurred by You or any Recognised Healthcare Provider as a result of or in connection with any Unproven Treatment will be reimbursed by AXA PPP; or
 - 15.1.9 You become aware that any information previously provided by You to AXA PPP in relation to AXA PPP's decision to enter into this Agreement contains a material error or omission or has changed in a material way; or
 - 15.1.10 You become aware of any fraudulent or other criminal conduct that may affect AXA PPP or its Members.
- 15.2 You hereby agree to ensure that, in the event that You appoint a Secondary Specialist for the provision of Treatment by You to Members in connection with this Agreement, You shall immediately notify AXA PPP by telephone or email in the event that you become aware or have a reasonable suspicion that the events set out in Clauses 15.1.2 – 15.1.7 apply or may apply.

16. COMPLAINTS

- 16.1 You agree to establish, maintain and comply with a complaints handling procedure and a mechanism for measuring and monitoring levels of patient satisfaction (including carrying out patient satisfaction surveys) and will report the results of such patient satisfaction monitoring to the extent that it relates to Members to AXA PPP on AXA PPP's request.
- 16.2 The Parties undertake to work together and resolve any Complaint which concerns or relates to AXA PPP and/or You and/or facility from which You operate in accordance with the provisions of this Clause.
- 16.3 Subject to receiving the relevant Member's prior consent, upon receipt of a Complaint by You which concerns or relates to AXA PPP and/or You and/or facility from which You operate, You will immediately notify AXA PPP in writing and will send a copy of all correspondence relating to the Complaint to AXA PPP.
- 16.4 Subject to receiving the relevant Member's prior consent, upon receipt of any material Complaint by AXA PPP which concerns or relates to You and/or facility

from which You operate, AXA PPP will notify You in writing and will send a copy of all correspondence relating to the Complaint to You.

- 16.5 If in the opinion of AXA PPP, a Complaint received by either Party relates to the specific responsibilities of AXA PPP (an "**AXA PPP Complaint**") AXA PPP may (without compromising Your statutory obligations and with the relevant Member's consent), give written notice to You that the AXA PPP Complaint shall be dealt with by AXA PPP.
- 16.6 Upon receipt of the notice detailed in Clause 16.5, You will:
- 16.6.1 immediately transfer responsibility for the conduct of that AXA PPP Complaint to AXA PPP; and
 - 16.6.2 if requested to do so by AXA PPP, assist AXA PPP in dealing with the AXA PPP Complaint.
- 16.7 You will use your best endeavours to resolve all Complaints (other than the AXA PPP Complaints) promptly and efficiently in accordance with Your complaints handling procedure, which shall be provided to AXA PPP upon request. You agree to keep AXA PPP informed of the progress and outcome of all Complaints (other than the AXA PPP Complaints).

17. ANTI-BRIBERY, SANCTIONS AND CRIMINAL FINANCE ACT

- 17.1 You will comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010 ("**Relevant Requirements**") on the following basis:
- 17.1.1 You shall have and maintain in place throughout the term of this Agreement adequate policies and procedures to ensure compliance with the Relevant Requirements and enforce them where appropriate;
 - 17.1.2 shall not do, or omit to do anything, or permit anything to be done by any other person, which is an offence under the Relevant Requirements or which may be deemed to be an offence under the Relevant Requirements; and
 - 17.1.3 shall notify AXA Health immediately upon becoming aware or upon becoming reasonably suspicious that any activity undertaken in connection with this Agreement has contravened or may contravene the Relevant Requirements.
- 17.2 AXA Health shall have the right to suspend and/or terminate this Agreement for material breach immediately, or on such other time specified by AXA, upon written notice to You if (i) You, or any person employed by You or acting on Your behalf (whether with or without Your knowledge) fails to comply with any of the Relevant Requirements; or (ii) AXA Health has a reasonable suspicion that an occurrence as specified in (i) of this Clause 17.2 has occurred. In the event of breach by You of Clause 17.1 You shall be liable, without prejudice to Your other liabilities to AXA

Health arising from such breach, for any reasonable or demonstrable costs or expenses (including reasonable legal fees) incurred by AXA Group in investigating a breach or suspected breach of Clause 17.1.

- 17.3 AXA Health shall not be deemed to provide cover under a policy to a Member and AXA Health shall not be liable to pay the fees in accordance with Schedule 1 in relation to any claim or provide any benefit in connection with any policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would, in AXA Health's opinion, be likely to expose AXA Health to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.
- 17.4 AXA Health reserves the right to immediately cease cover, stop paying the fees in accordance with Schedule 1 in relation to claims on the policy, or cease providing a benefit in relation to any person if any Member is, directly or indirectly, subject to any sanction, prohibition or restriction described in Clause 17.3, including where relevant sanctions which apply against the Member's country of residence.
- 17.5 AXA Health may exercise its rights under Clause 17.4 even if that Member has permission from a relevant authority to continue receiving the cover or benefit under a policy, or if that cover or benefit is exempted from any prohibition or restriction.
- 17.6 You shall:
- (a) Comply with all Regulatory Requirements relating to taxation, the prevention of tax evasion and the prevention of the facilitation of tax evasion including, but not limited to, the Criminal Finances Act 2017 ("CFA");
 - (b) Have and shall maintain in place throughout the term of this Agreement such policies and procedures, including Prevention Procedures (as defined under the CFA) as may be necessary to ensure compliance with this Sub-clause 17.6; and
 - (c) Notify AXA Health immediately upon becoming aware or upon becoming reasonably suspicious of any fact or circumstance which indicates that You, or any person who acts in the capacity of a person associated with You (as defined under the CFA) is or could be involved in an offence under the CFA in connection with the performance of this Agreement.
- 17.7 AXA Health reserves the right to treat any failure by You to comply with Sub-clause 17.6 as a material breach of this Agreement that is not capable of being remedied and to terminate this Agreement.

18. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM

- 18.1 You shall have and maintain in place throughout the term of this Agreement adequate anti-money laundering and counter-terrorism financing policies and procedures to ensure compliance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, Proceeds of Crime Act 2002, Terrorism Act 2000 and any other applicable Regulatory Requirements and shall notify AXA PPP immediately upon becoming aware or upon becoming reasonably suspicious that any activity undertaken in connection with this Agreement has contravened the same.

18.2 AXA PPP reserves the right to treat any failure by You to comply with this Clause 18 as a material breach of this Agreement that is not capable of being remedied.

19. VARIATION

19.1 Subject to Clauses 19.2, 19.3 and 19.4, this Agreement may not be amended except by the agreement in writing of both You and AXA PPP.

19.2 AXA PPP may review and amend the AXA PPP Schedule of Procedures from time to time and may change the current AXA PPP Schedule of Procedures by publishing a notice of such amendment on <https://provider.axapphealthcare.co.uk/schedule-of-procedures-and-fees/> with three (3) months' notice before the amendment shall be implemented.

19.3 AXA PPP may review and amend the Terms of Recognition from time to time and may change the current Terms of Recognition with immediate effect by publishing a notice of such amendment on <https://provider.axapphealthcare.co.uk/individual-provider-recognition/>

19.4 AXA PPP may review and amend the Billing Principles from time to time and may change the current Billing Principles with immediate effect by publishing a notice of such amendment on <https://specialistforms.onlineapps.axapphealthcare.co.uk/SpecialistCode.mvc/Introduction?source=published#billing>

20. TERMINATION

20.1 Either party may terminate this Agreement at any time by giving the other party at least three (3) months' notice in writing.

20.2 Either party may terminate this Agreement with immediate effect on written notice to the other party if the other party shall have committed a material breach of this Agreement which is either irremediable or is remediable but has not been remedied within thirty (30) days of being notified in writing of the breach.

20.3 Notwithstanding Clause 20.2, AXA PPP may terminate this Agreement immediately on notice to You if:

20.3.1 You breach any of your obligations set out in Clause 7.1;

20.3.2 You breach any of your obligations as set out in the Terms of Recognition;

20.3.3 One of the events listed in 15.1.1 to 15.1.7 (inclusive) occurs;

- 20.3.4 as a result of any Audit, Information Request, Internal Review, or otherwise, AXA PPP reasonably believes that you are failing to comply with any of your material obligations under this Agreement;
- 20.3.5 You are party to fraudulent or other criminal conduct;
- 20.3.6 You breach your confidentiality obligations pursuant to Clause 6.1.1; or
- 20.3.7 AXA PPP becomes aware that any information previously provided by You to AXA PPP in relation to AXA PPP's decision to enter into this Agreement contains a material error or omission or has changed in a material way.

21. CONSEQUENCES OF TERMINATION

- 21.1 Termination of this Agreement for any reason shall not affect any right or remedy of either party which may have arisen before such termination.
- 21.2 The parties agree that the following provisions of this Agreement will survive termination of this Agreement: Clauses 1 (*Definitions*), 6.1.1 (*Your Obligations*), 7 (*Fees, Invoicing and Payment*), 8 (*VAT*), 9 (*Indemnity*), 10 (*Indemnity Insurance*), 11 (*Data Protection*), 12 (*Intellectual Property*), 13 (*Audit Right*), 14 (*Information Requests and Internal Reviews*), 16 (*Complaints*), 21 (*Consequences of Termination*), 22 (*Notices*), 23 (*Counterparts*), 24 (*Entire Agreement*), 25 (*Severability*), 26 (*Waiver*), 29 (*Contracts (Rights of Third Parties) Act 1999*) and 30 (*Governing Law*).
- 21.3 Upon termination or expiry of this Agreement (the "**Termination Date**") howsoever occurring, the parties shall implement the following exit management plan in relation to this Agreement:
 - 21.3.1 You shall at your own expense immediately return to AXA PPP or, at AXA PPP's request, destroy any data (including Member data), information, material or documentation provided by AXA PPP to You or any copies thereof (in whatever media) under or in connection with this Agreement except to the extent necessary to fulfil your obligations under Clause 21.3.2 below, or otherwise required to be withheld by reason of law or regulation; and
 - 21.3.2 You shall continue to supply Treatment to any Member after the Termination Date in the event a Member booked such Treatment prior to the Termination Date in accordance with the terms of this Agreement (regardless of whether such Treatment is Pre-Authorised Treatment), unless AXA PPP requests that it ceases to do so and, if AXA PPP makes such a request, You shall immediately cease to supply Treatment to any Member referred to You on or before the Termination Date and shall immediately provide AXA PPP (or such other person as AXA PPP may direct) with such details of any such Member and Treatment as AXA PPP may reasonably require.

22. NOTICES

22.1 Save where stated otherwise, all notices to be sent under this Agreement will be in writing and sent by first class post to:

22.1.1 For AXA PPP: Specialist Contracting & Fees Manager, International House, Forest Road, Tunbridge Wells, Kent, TN2 5FE

22.1.2 For you: The correspondence address listed on the private practice register, as detailed in Clause 6.1.3

22.2 A notice will be deemed to be received two days after the day of posting.

23. COUNTERPARTS

23.1 This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

23.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

24. ENTIRE AGREEMENT

24.1 This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements and understandings between the parties, whether written or oral which shall terminate with effect from the commencement date of this Agreement.

24.2 Nothing in this Clause 24 shall operate to exclude either party's liability to the other for fraudulent misrepresentation.

25. SEVERABILITY

25.1 In the event that any provision of this Agreement is, or becomes, invalid, unenforceable or void, 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 shall be deemed deleted. Any modification to or deletion of a provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

26. WAIVER

26.1 The delay, neglect or failure of either party at any time to require performance by the other of any provision of this Agreement shall in no way waive, affect or otherwise prejudice the right of such party to require performance of that provision.

27. ASSIGNMENT

27.1 You may not assign or sub-contract any of Your rights or obligations under this Agreement without the prior written consent of AXA PPP.

28. NO PARTNERSHIP, ASSOCIATION, JOINT VENTURE OR AGENCY

28.1 Nothing in this Agreement shall be deemed to constitute a partnership, association, joint venture or other co-operative enterprise between the parties nor, save as expressly set out in this Agreement, to constitute either party the agent of the other for any purpose.

29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

29.1 Save as expressly provided in this Agreement, the parties do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

30. GOVERNING LAW

30.1 The parties agree that this Agreement will be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

30.2 Your agreement to the terms and conditions detailed in this Agreement regarding any fee changes and billing protocols is signified by your signature of the second copy of this Agreement which is enclosed.

31. ANNOUNCEMENTS

31.1 The Parties shall not make any announcement relating to this Agreement or its subject matter without the prior written approval of the other Parties.

32. MODERN SLAVERY

32.1 Each Party undertakes, warrants and represents that:

32.1.1 neither it nor any of its officers, employees, agents or subcontractors has:

- (a) committed an offence under the Modern Slavery Act 2015 (an “**MSA Offence**”);
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

32.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and

32.1.3 it shall notify the other Party immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the obligations under this Clause 32. Such notice is to set out full details of the circumstances concerning the breach or potential breach of the obligations.

32.2 Any breach of Clause 32.1 by a Party shall be deemed a material breach of this Agreement and shall entitle the other Parties to terminate this Agreement.

SIGNED for and on behalf of
AXA PPP HEALTHCARE LIMITED

by

.....
Jim Brown, Head of Hospital Relationships
Sarah Taylor, Head of Specialist and Practitioner Relations
Joe Rowe, Head of Provider Operations
for and on behalf of AXA PPP healthcare Limited

.....
Date

SIGNED by

.....

.....
Full name ("You")

.....

.....

.....
Address

.....
Date

SCHEDULE 1

CONSULTATION AND PROCEDURE FEES

PART A – CONSULTATION FEES

ACTIVITY	FEE
Initial Consultation	
Follow-up Consultation	

[PART B – PROCEDURE FEES]

PROCEDURE CODE	ACTIVITY	FEE

Fee rates in relation to the activities listed in the table[s] above shall prevail over the rate published in the AXA PPP Schedule of Procedures. Any activities not included in the above table[s] will be billed at the fee published in the AXA PPP Schedule of Procedures.