Contractual Liability in Fixed-Price Healthcare: Bartolomucci v Circle Health Group and Its Implications for Hospital Responsibility

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Introduction: Defining the Scope of Hospital Liability in Package Deals

The recent High Court decision in *Bartolomucci v Circle Health Group Ltd* [2025] EWHC 325 (KB)[1] serves as clarification regarding the extent of a private hospital's contractual liability when providing healthcare services through fixed-price or "all-inclusive" packages involving independent medical consultants. Such packages, offering patients a single price for a bundle of services including surgery, accommodation, and consultant fees, are commercially attractive but raise complex legal questions about liability when adverse outcomes occur.

At the heart of the *Bartolomucci* case lay a fundamental legal question: When a patient contracts with a private hospital for a fixed-price surgical package, does the presence of a contract with the facility provider (the hospital) render it liable for clinical negligence committed not by its employees, but by an independent consultant surgeon engaged to perform the procedure? This commentary relates specifically to the hospital's liability *in contract*, a distinct legal basis from potential liability in tort (such as direct negligence, vicarious liability for employees, or non-delegable duties of care as established in *Woodland v Swimming Teachers Association* [2013][2]. This is an important distinction and is crucial for healthcare providers navigating the complexities of modern service delivery models.

In coming to their decision, the Court determined that, on the specific facts and contractual terms presented, Circle Health was *not* contractually liable for the alleged negligence of the independent consultants involved in Mr. Bartolomucci's care. This outcome underscores the critical importance of clarity of the contractual terms in defining the boundaries of responsibility, needed when engaging with users of the services.

The case highlights an inherent tension that can arise between the simplified marketing message of an "all-inclusive" package and the detailed, often complex, allocation of

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[1] *Bartolomucci v Circle Health Group Ltd* [2025] EWHC 325 (KB) [2] *Woodland v Swimming Teachers Association* [2013] UKSC 66)

responsibilities set out in the underlying contractual terms. While a single price point offers convenience, it may inadvertently misdirect patient expectations to an all-encompassing single point of accountability, potentially leading to disputes when the nuances of service provision, especially the involvement of independent practitioners, are not clearly communicated and contractually defined. Furthermore, the focus of the claim on *contractual* liability signals that patients may use this avenue to seek recourse against hospital entities, potentially viewing the contract as a promise of overall service quality, encompassing all elements of the package. This emphasises the need for hospitals to manage liability risks stemming not only from their direct actions or those of their employees but also from the perceived or actual obligations created within their patient agreements.

Case Background: The Facts of Bartolomucci v Circle Health Group

The claimant in this case, Mr. Bartolomucci, underwent hip resurfacing surgery at the BMI Edgbaston Hospital, a facility operated by the defendant, Circle Health Group Ltd. During the procedure, the patient suffered a prolonged period of hypotension, resulting in significant brain injury, which forms one limb of his subsequent legal claim. Although not for determination in these proceedings, the Claimant alleged that the surgery and/or the anaesthesia were not carried out with reasonable care and skill and seeks damages as a result. The proceedings brought in this case were for declaratory relief purposes, to establish the liabilities of the parties.

The key parties involved were:

- The Claimant: Mr. Bartolomucci, the patient who suffered injury.
- The Defendant: Circle Health Group Ltd, the corporate entity operating the private hospital where the surgery occurred.
- The Medical Practitioners: A consultant orthopaedic surgeon and a consultant anaesthetist were responsible for performing the clinical aspects of Mr. Bartolomucci's surgery. Critically, the consultants were not employees of Circle Health Group. They operated as independent practitioners granted "practising privileges" (the formal permission granted by a healthcare facility to a medical practitioner allowing them to provide specified clinical services at that facility). The independent status of the practitioners is pivotal in understanding the court's analysis of contractual liability.

The arrangement between Mr. Bartolomucci and Circle Health Group was structured as a "fixed-price" or "all-inclusive" package deal for the hip surgery. Such packages typically bundle various components into a single cost for the patient. In this context, the package encompassed the use of hospital facilities (operating theatre, recovery

room), nursing care provided by hospital staff, accommodation, and, significantly, the professional fees of the independent consultant surgeon and anaesthetist.

Following the injury sustained during surgery, Mr. Bartolomucci brought a claim against Circle Health Group, alleging that the injury was caused by the negligence of the consultant surgeon and/or anaesthetist. The specific legal basis for the claim against the hospital, as addressed by the court in this declaratory judgment, was breach of contract, with the claim in tort to follow. The structure of the fixed-price package itself, while commercially appealing for its simplicity, potentially contributed to the dispute. From a patient's perspective, paying a single entity for a comprehensive package can easily imply that this single entity assumes overall responsibility for the quality and successful delivery of all components, including the highly specialised surgical services provided by consultants. Informed consent and patient expectations are well established in *Montgomery v Lanarkshire Health Board* [2015][3], where the Supreme Court emphasised the importance of ensuring patients fully understand the nature of their treatment, however, clarity regarding the financial and consumer aspects of care delivery are not as well defined in the context of *healthcare.* Often conflating the clinical agreement and financial agreement, patients who suffer adverse events might naturally look to the contracting entity (the hospital) for recourse, irrespective of the legal distinctions between the hospital's direct services and those of independent practitioners operating within its facilities. The independent contractor status of the consultants in *Bartolomucci* became the linchpin of the contractual liability question. Had the consultants been employees, the legal analysis regarding the hospital's responsibility, both in contract and potentially in tort (e.g., vicarious liability), would likely have followed a different path. The case thus turned on whether Circle Health's contract with Mr. Bartolomucci effectively assumed responsibility for the clinical performance of the independent medical professionals.

The Contractual Dispute: Defining the Scope of Responsibility

The central legal issue before the Court was the precise scope of Circle Health Group's contractual obligations to Mr. Bartolomucci under the fixed-price package agreement. Specifically, did the contract implicitly or explicitly oblige the hospital to ensure that *all* services provided under the package, including the clinical services delivered by the independent consultant surgeon and anaesthetist, were performed with reasonable skill and care? Alternatively, was the hospital's contractual duty limited to the services it directly controlled, such as the provision of facilities, nursing care, and the administrative coordination of the package, while the consultants remained solely responsible for their own clinical practice?

[3] *Montgomery v Lanarkshire Health Board* [2015] UKSC 11

Claimant's Argument: Mr. Bartolomucci contended that the very nature of the "all-inclusive" or "fixed-price" package created a contractual obligation on the part of the hospital to ensure the proper performance of all elements, including the surgery itself. The argument suggested that by offering and contracting for the entire package under its name and for a single price, Circle Health Group had assumed responsibility for the delivery of the complete service to the required standard. From the patient's perspective, the hospital was the sole counterparty, and the package deal implied a promise of a comprehensive, competently delivered surgical experience. This argument draws on principles of contractual estoppel, suggesting that the hospital's marketing and communications created reasonable expectations that should prevail over technical contractual distinctions.

Defendant's Argument: Circle Health Group countered these arguments by pointing to the specific Terms and Conditions (T&Cs) that formed part of the contract with Mr. Bartolomucci. The hospital argued that these T&Cs explicitly delineated the scope of its responsibilities versus those of the independent consultants. Key points raised by the defence included:

- The T&Cs clearly stated that the medical consultants (surgeons, anaesthetists) were independent practitioners, not employees or agents of the hospital.
- The terms specified that these independent consultants were directly responsible for the clinical advice and treatment they provided.
- The T&Cs distinguished the hospital's role (providing facilities, nursing, accommodation) from the consultants' role (providing medical expertise and performing the surgery).
- Reference was likely made to billing arrangements, potentially clarifying that consultant fees, although part of the package price, were either notionally separate or collected by the hospital *on behalf of* the consultants, reinforcing their independent status.

The conflicting interpretations of the contract's scope are summarised below:

Table 1: The Arguments Regarding Contractual Obligations

Contractual Aspect	**Claimant's Interpretation/Argument**	**Defendant's Interpretation/Argument**
Meaning of "All-Inclusive" Package	Implied hospital responsibility for all components, including consultant services.	A pricing structure; specific T&Cs define the scope of responsibility.

Contractual Aspect	Claimant's Interpretation/Argument	Defendant's Interpretation/Argument
Responsibility for Consultant Services	The hospital is contractually liable for ensuring that consultants exercise reasonable skill and care.	Consultants are independent and solely responsible for their clinical services; the hospital is not contractually liable.
Role of Terms & Conditions (T&Cs)	Overall impression of the package deal should prevail.	T&Cs explicitly define and limit the hospital's liability, distinguishing its role from consultants.
Consultant Status/Billing	Consultants are part of the unified service promised by the hospital.	T&Cs state consultants are self-employed/independent; the billing structure reinforces this distinction.

This dispute underscores the paramount importance of detailed Terms and Conditions in defining contractual duties and allocating risk, especially within complex service offerings like healthcare packages. The T&Cs were not mere boilerplate (standard or generic); they were the primary mechanism relied upon by the hospital to delineate its responsibilities. The case demonstrates that specific, written terms, properly incorporated into the contract, are likely to be given precedence over broader, potentially ambiguous marketing descriptions like "all-inclusive" – applying principles already well established in contract interpretation cases such as *Arnold v Britton* [2015][4] and *Wood v Capita Insurance Services Ltd* [2017][5], which emphasise the importance of clear contractual language. However, the situation also highlights the potential vulnerability of patients navigating complex healthcare agreements. While the law applies an objective "reasonable person" test to contract interpretation, a typical patient, often under stress and focused on the medical aspects of their care, may not fully scrutinise or comprehend detailed T&Cs that distinguish between the hospital's responsibilities and those of the treating consultants, particularly when presented with a seemingly unified "package" offer. This points to a potential disconnect between strict legal interpretation and the patient's lived experience and understanding, emphasising the need for clarity and transparency in patient communications alongside legal robustness.

[4] *Arnold v Britton* [2015] UKSC 36
[5] *Wood v Capita Insurance Services Ltd* [2017] UKSC 24

The High Court's Decision: Hospital Not Contractually Liable for Consultant Negligence

The High Court delivered a clear judgment on the contractual issue: Circle Health Group was *not* contractually liable to Mr. Bartolomucci for the clinical negligence allegedly committed by the independent consultant surgeon and anaesthetist during his surgery.

It is essential to understand the precise scope of this finding. The court's decision was based squarely on the interpretation of the specific contract between Mr. Bartolomucci and Circle Health Group. The judgment did *not* absolve the individual consultants of potential liability for negligence; Mr. Bartolomucci may still have a valid claim directly against them in tort. Furthermore, the decision focused on *contractual* liability and did not necessarily preclude other potential bases for claims against the hospital (e.g., direct negligence in relation to hospital facilities or employed staff, or potentially non-delegable duty of care in tort following *Woodland v Swimming Teachers Association*, although these were not the subject of this specific ruling).

This decision carries significant weight for the private healthcare sector in the UK, particularly for *facility* providers who structure their services and agreements with patients, using similar operational models involving fixed-price packages that make use of the contracted services of independent healthcare practitioners. It further serves as a warning to the practitioners of the nature of tripartite agreements, in which each party bears its liability. The ruling effectively reinforces the legal distinction between an entity providing a platform and facilitating services (the hospital providing premises, nursing, coordination) and an entity guaranteeing the quality of all services rendered on that platform, including those by independent third parties (the consultants). This distinction parallels similar approaches in other service industries such as construction, where main contractors may not assume liability for the negligence of properly appointed independent subcontractors.

In the context of this contract, the court viewed the hospital's role, as defined by the T&Cs, as being closer to the former. This aligns with established legal principles regarding independent contractors, where the engaging party is generally not liable for the contractor's negligent acts unless specific circumstances apply, such as negligent selection of the contractor or the express contractual assumption of responsibility for their work -neither of which appears to have been established here regarding the contractual claim. Consequently, this outcome may encourage hospitals using such models to further reinforce the contractual separation between their services and those of independent consultants, potentially leading to even more explicit, and perhaps more complex, Terms and Conditions in patient agreements as a primary risk mitigation strategy.

Court's Reasoning: Interpreting the Contract as a Whole

The Court's decision rested on established principles of contract interpretation as articulated in *Investors Compensation Scheme v West Bromwich Building Society [1998]*[6] *and Arnold v Britton*[7]. The court applied an objective test: what would a reasonable person, possessing all the background knowledge reasonably available to the parties at the time of contracting, understand the contract to mean? The subjective intentions or beliefs of either Mr. Bartolomucci or Circle Health Group were not the determining factor.

Crucially, the court undertook a holistic review of the contractual documentation. It did not interpret the phrase "all-inclusive" or "fixed-price" in isolation but considered it within the context of the entire agreement, giving significant weight to the detailed Terms and Conditions provided to the patient.

Several specific elements within the T&Cs were pivotal in the court's reasoning:

- Explicit Statements of Independence: Clauses that unambiguously stated the consultants (surgeons, anaesthetists) were independent practitioners, not employees or agents of Circle Health Group, were critical.
- Delineation of Responsibility: Terms that clearly defined the consultants as being responsible for their own clinical judgment, advice, and treatment were persuasive.
- Clarification of Hospital's Role: Clauses specifying the services the hospital was contractually obliged to provide (e.g., nursing care, accommodation, theatre facilities) helped to define the limits of its undertaking.
- Billing Arrangements: Contractual details regarding billing, stating that consultant fees were collected by the hospital for the consultant, further reinforced the separation of roles, even within a single package price.

The court also considered the interpretation that aligned best with commercial reality and common sense, following the approach in *Wood v Capita Insurance Services*[8], which emphasised the importance of commercial context. The model where specialist medical consultants operate as independent practitioners with their own indemnity insurance is standard practice within the UK private healthcare sector. Interpreting the contract in a way that reflected this established structure (i.e., the hospital not assuming contractual liability for the independent consultant's clinical work) aligned with commercial expectations.

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[6] *Investors Compensation Scheme v West Bromwich Building Society [1998] 1 WLR 896*
[7] *Arnold v Britton* [2015] UKSC 36
[8] *Wood v Capita Insurance Services Ltd* [2017] UKSC 24

In applying these principles, the court drew upon Lord Hodge's guidance in *Arnold v Britton*[9], that emphasised the primacy of the natural language used in contractual documents over notions of commercial common sense when the language is unambiguous. The court examined whether the T&Cs created clear demarcation lines between the hospital's services and those of the consultants, regardless of how the package was marketed or priced, and found that they did.

The court also applied the principle established in *Rainy Sky SA v Kookmin Bank [2011]*[10], which held that where language admits more than one interpretation, the court is entitled to prefer the construction that is more consistent with business common sense. In this case, the standard industry practice of consultants maintaining independent contractor status was influential in resolving potential ambiguities.

Furthermore, the court distinguished between the hospital's internal governance arrangements and its external contractual obligations to the patient. The fact that consultants are granted "practising privileges" signifies an internal process of credentialing and quality control by the hospital, regulated under the Care Quality Commission (Registration) Regulations 2009[11], which require robust clinical governance systems. However, these internal arrangements do not automatically translate into the hospital assuming contractual liability towards the patient for the consultant's actions. The patient contract must explicitly define that liability.

The court examined whether the marketing terminology of "all-inclusive" created an actionable representation under principles established in *Hedley Byrne & Co Ltd v Heller & Partners Ltd [1964]*[12], but concluded that the subsequent detailed T&Cs effectively qualified any such broad representation. This underscores the legal importance of precise contractual drafting that clearly articulates the scope of services and corresponding liabilities, particularly in complex service arrangements involving multiple professional parties.

This decision reinforces that courts will generally give effect to clearly drafted contractual terms that allocate responsibility and risk between parties, even when marketing language might suggest a more integrated service offering. For healthcare providers, this highlights the critical importance of ensuring that their Terms and Conditions accurately reflect the intended allocation of responsibilities and that these terms are properly incorporated into the patient contract.

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[9] *Arnold v Britton* [2015] UKSC 36
[10] *Rainy Sky SA v Kookmin Bank [2011] UKSC 50*
[11] *Care Quality Commission (Registration) Regulations (2009)*
[12] *Hedley Byrne & Co Ltd v Heller & Partners Ltd [1964] AC 465*

Key Implications for Hospitals Using Fixed-Price Models

The *Bartolomucci* decision has several important implications for private hospitals, particularly those offering fixed-price or all-inclusive packages that include services provided by independent consultants:

- Validation of the Independent Consultant Model: The judgment strongly reinforces the legal viability of using an independent consultant model, provided that the nature of the relationship and the division of responsibilities are correctly and clearly documented in the patient contract. Hospitals can, through careful drafting, effectively limit their *contractual* liability for the clinical negligence of these independent practitioners.
- Primacy of the Contract: The case underscores that the wording of the patient contract, especially the Terms and Conditions, is paramount in determining the scope of the hospital's liability. Marketing slogans or package names like "all-inclusive," while potentially influential on patient perception, are unlikely to override clear, contradictory terms within the formal agreement.
- Necessity of Explicit Differentiation: Hospitals using package deals involving independent clinicians *must* ensure their contracts explicitly and unambiguously differentiate between the services the hospital itself is responsible for (e.g., facilities, nursing, administration) and the clinical services provided by the independent consultants. Relying on implication or industry custom alone is insufficient and carries significant legal risk.
- Contractual Clarity as Risk Management: Implementing clear contractual delineation is not merely a matter of good practice; it is a fundamental risk management strategy. Well-drafted T&Cs can serve as a crucial shield against contractual claims arising from the actions of independent medical staff.

While this ruling offers a degree of reassurance to hospital providers with robust contractual frameworks, it may also trigger heightened scrutiny of healthcare T&Cs from patient advocates and legal representatives. Future legal challenges might shift focus away from pure contract interpretation (assuming the terms are clear) towards other areas, such as the adequacy of notice given to patients regarding the T&Cs, the fairness of specific terms under consumer protection legislation (like the Consumer Rights Act 2015, which allows courts to assess whether contractual terms are "fair and transparent"), or potential claims of misrepresentation if marketing materials significantly diverge from or obscure the limitations outlined in the contract. The regulatory framework provided by the Care Quality Commission also emphasises the need for transparent patient communication about service structures.

The decision also raises questions about the potential application of the *Corporate Manslaughter and Corporate Homicide Act 2007*[13] in cases of serious clinical failures. While the Act applies to serious management failures resulting in death, the *Bartolomucci* decision's delineation of responsibility could be relevant in determining the extent of a hospital's management responsibility for independent practitioners within its facilities.

Furthermore, the clear delineation of liability affirmed by the court might subtly reinforce the expectation within the sector that independent consultants bear the primary responsibility -- and the associated insurance costs -- for indemnifying against their own clinical negligence. Hospitals, confident in their contractual position, may place even greater emphasis on verifying consultants' independent indemnity cover as part of their credentialing and practising privileges processes.

Practical Recommendations: Ensuring Contractual Clarity

For Hospital providers: In light of the *Bartolomucci* decision, private healthcare providers using fixed-price packages or similar models involving independent consultants should consider the following practical steps:

- Review and Revise Patient Contracts: Conduct a thorough review of all patient-facing contractual documents, including admission forms, information booklets, and Terms and Conditions. Revise these documents where necessary to ensure they accurately and clearly reflect the intended allocation of responsibilities.
- Employ Unambiguous Language: Use clear, straightforward language that is easily understandable to the average patient. Explicitly state:
    - That specific clinicians involved in their care (e.g., surgeons, anaesthetists, physicians) are independent practitioners, not employees or agents of the hospital. Use clear terminology like "independent consultant" or "self-employed medical practitioner."
    - That the independent practitioners are solely responsible for the medical advice, diagnosis, and treatment they provide.
    - The precise scope of services the *hospital* is contractually responsible for delivering (e.g., provision and maintenance of facilities, nursing care by hospital employees, accommodation, catering, administrative support).
- Address Billing Transparency: Clearly explain how consultant fees are handled within the package price. If the hospital collects the entire fee and then remits a portion to the consultant, the T&Cs should clarify that the hospital is acting as an

[13] *Corporate Manslaughter and Corporate Homicide Act 2007*

agent for collection in respect of the consultant's fee, thereby reinforcing the separate relationship.

- Ensure Proper Contract Incorporation: Pay careful attention to the process by which T&Cs are presented to and accepted by the patient. Ensure patients have a reasonable opportunity to read and understand the terms before the contract is concluded (ideally before admission). Methods include providing documents in advance, using clear signposting in admission paperwork, and obtaining a specific signature confirming receipt and acceptance of the T&Cs.
- Distinguish from Internal Processes: Explicitly state within the patient contract that internal hospital processes, such as the granting of practising privileges or internal quality audits, do not alter the fundamental independent status of consultants or create hospital liability for their clinical practice vis-à-vis the patient contract. The contract must stand on its own terms regarding liability allocation.
- Align Marketing and Communications: Ensure that all marketing materials, website descriptions, brochures, and verbal communications regarding package deals are consistent with the contractual reality set out in the T&Cs. Avoid using overly broad language that could imply the hospital guarantees the outcome or assumes responsibility for every aspect of the clinical care delivered by independent practitioners.
- Provide ‘space’ for independent practitioners to manage clinical aspects of care which, while conforming to established practice, provide them the ability to maintain the principles of informed consent established in *Montgomery v Lanarkshire Health Board*, which emphasise patients' right to clear information about their treatment.

For Independent Practitioners: While the *Bartolomucci* decision primarily clarified the hospital's contractual liability to the patient, it holds significant implications for independent practitioners operating within fixed-price healthcare packages. The decision underscores that the clarity and specificity of contractual terms are paramount in defining the boundaries of responsibility. Independent consultants, even while relying on hospital facilities and staff, must actively ensure their professional autonomy and safety are contractually protected.

Based on the principles highlighted in the *Bartolomucci* case, independent practitioners should consider the following:

- Scrutinising Patient Contracts and Package Descriptions: Independent practitioners should review the hospital's patient contracts and marketing materials for fixed-price packages. It is crucial to identify if the materials make

any promise or imply a scope of service that the independent practitioner cannot realistically or safely deliver, or further, that could be interpreted as the hospital assuming liability for the consultant's clinical decisions. Ensuring consistency between the hospital's representation to the patient and the reality of the independent practitioner's role is vital.

- Maintaining Clinical Autonomy Against Package Constraints: Fixed-price models bundle services. Independent practitioners must retain control over clinical judgments, including determining the necessary number of visits, procedures, or follow-up care required for safe and effective treatment. Agreements with the hospital should not permit the hospital to dictate clinical practice in a manner that compromises patient safety or professional standards.
- Ensuring Adequate Resources for Safe Practice: Although the hospital is responsible for providing facilities, nursing care, and equipment, independent practitioners are reliant on these resources to perform procedures safely. While the patient contract delineates the hospital's obligations to the patient, independent practitioners should ensure through their practising privileges agreements or separate service agreements with the hospital, that the hospital is contractually obliged to provide the necessary infrastructure, equipment maintenance, and appropriately skilled support staff required to conduct procedures within the scope of the fixed-price package safely.

The *Bartolomucci* case serves as a reminder that the legal framework prioritises explicit contractual terms. Therefore, independent practitioners should not rely solely on their "independent" status or industry custom. Proactive engagement with the hospital regarding the drafting and content of patient contracts and associated service agreements is essential to clearly define roles, responsibilities, and the minimum requirements for safe clinical practice within the context of fixed-price arrangements, thereby mitigating potential liability risks.

Implementing these recommendations effectively requires a coordinated approach across various hospital departments, including legal, finance, administration, marketing, and patient admissions. Consistency between legal documents, operational procedures (like billing), and patient communications is essential to ensure the intended legal protections are not inadvertently undermined. There is a careful balance to be struck. While the goal is robust legal protection through explicit T&Cs, overly complex, lengthy, or legalistic documents can be intimidating for patients and may detract from the patient experience or even attract scrutiny under consumer fairness regulations under the Consumer Rights Act 2015[14]. Hospitals should strive for drafting that achieves legal precision while remaining as transparent and comprehensible as

[14] Consumer Rights Act 2015

possible for patients, perhaps using summaries, FAQs, or clear structural elements alongside the formal terms to aid understanding and maintain trust.

Conclusion: The Imperative of Contractual Precision

The Court's decision in *Bartolomucci v Circle Health Group* provides valuable clarification on the contractual liability of private hospitals in the context of fixed-price healthcare packages involving independent consultants. The ruling confirmed that, based on the specific contractual terms agreed with the patient, the hospital was not contractually liable for the alleged negligence of the independent surgeon and anaesthetist involved in the care. The court's reasoning emphasised the importance of interpreting the contract as a whole, giving significant weight to explicit Terms and Conditions that clearly delineated the hospital's responsibilities from those of the independent practitioners.

The paramount takeaway from this case is the critical importance of meticulous and explicit contract drafting for healthcare providers operating such models. Clear, unambiguous terms that define the independent status of consultants and precisely outline the scope of the hospital's own contractual undertakings are essential tools for managing legal risk and avoiding unintended assumptions of liability. Relying on the structure of a package deal or internal governance processes alone is insufficient to define the contractual relationship with the patient regarding consultant actions.

While *Bartolomucci* offers significant guidance and reinforces the validity of the independent contractor model when properly documented, the healthcare and legal landscapes are continually evolving. Ongoing vigilance in contract management, regular review of T&Cs in light of developing case law and regulation, and a commitment to clear patient communication remain essential for all healthcare providers navigating these complex service delivery arrangements.

Cases cited

Bartolomucci v Circle Health Group Ltd [2023] EWHC 325 (KB)

Woodland v Swimming Teachers Association [2013] UKSC 66

Arnold v Britton [2015] UKSC 36 (also shown with a report citation: [2015] 2 WLR 1593)

Wood v Capita Insurance Services Ltd [2017] UKSC 24

Rainy Sky SA v Kookmin Bank [2011] UKSC 50

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Legislation

Care Quality Commission (Registration) Regulations 2009

Consumer Rights Act 2015

Corporate Manslaughter and Corporate Homicide Act 2007

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