



## TERMS AND CONDITIONS FOR SURGICAL PROCEDURES

These Terms and Conditions of Business (“Terms and Conditions”) apply to the supply of surgical services by Personal Health Service Ltd Registration No 4127609 trading as The Cadogan Clinic (“The Clinic”), a CQC Registered Acute Hospital registered at 59 Markham Street, London SW3 3NR. In the event of any inconsistency between these Terms and Conditions and the contents of other literature provided by The Clinic or the Surgeon to the Patient, these Terms and Conditions shall prevail.

### 1. DEFINITIONS AND INTERPRETATION

1.1. In these terms and conditions the following words and expressions shall have the meanings respectively set against them.

<b>“Anaesthetist”</b>	A medical practitioner registered to practice in the United Kingdom by the General Medical Council, who is a Member or Fellow of the Royal College of Anaesthetists (or equivalent non-UK qualification)
<b>“Balance”</b>	That portion of the Fee for a Procedure that remains unpaid after payment of a deposit or partial payment of the fee for the Procedure.
<b>“Confirmation Pack”</b>	The Clinic’s standard email containing details of the Procedure booked by the Patient, including the type of Procedure, the fee for the Procedure, the date of the Procedure, the date by which the fee for the Procedure must have been paid in full and pre-operative self-assessment forms
<b>“Clinician”</b>	A Nurse, Surgeon or Doctor (as the case may be)
<b>“Complaints Procedure – Patient Guide”</b>	The Clinic’s complaints procedure for Patients which can be obtained by emailing <a href="mailto:complaints@cadoganclinic.com">complaints@cadoganclinic.com</a>
<b>“Consent Form”</b>	The consent form signed by the Patient signifying his/her consent to a Procedure
<b>“Consultation”</b>	A consultation with a Surgeon about a Procedure(s) being contemplated by a Patient`
<b>“Consultation Fee”</b>	That part of the Fees referable to the Consultation
<b>“Fee”</b>	The fee charged by the Clinic for the Procedure
<b>“Nurse”</b>	A nurse registered to practice, in the United Kingdom by the Nursing and Midwifery Council
<b>“Patient”</b>	Any person who is at least 18 years of age (or 16 and 17 years with a GP referral letter) who has entered or is contemplating entering into a contract with The Clinic for a Procedure
<b>“Patient Advisor”</b>	A Clinic employee responsible for providing the Patient with ongoing information about their surgeon and their procedure
<b>“Pre-operative questionnaire”</b>	The self-assessment Medical Questionnaire provided to allow the Surgeon to assess the Patient physiological suitability for a Procedure
<b>“Procedure”</b>	The surgical procedure to be arranged by The Clinic for a Patient and performed by a Surgeon with anaesthetist provided by an Anaesthetist
<b>“Procedure Information”</b>	The Procedure Information that is provided to the Patient by The Clinic



**“Psychological Screening and Declaration Form”**

The Patient self-declaration questionnaire to allow the Surgeon to assess the Patient psychological suitability and motivations for a Procedure

**“Surgeon”**

A medical practitioner registered to practice in the United Kingdom by the General Medical Council, who is a Fellow of the Royal College of Surgeons (or equivalent non-UK qualification)

**2. FEES**

**General**

- 2.1.** The Clinic shall invoice for the Procedure, and take payment from the Patient for the Hospital Fee, the Surgeon Fee, and the Anaesthetist Fee, unless The Procedure is paid for by Private Medical Insurance in which the Hospital, the Surgeon and the Anaesthetist will invoice and take payment from the Private Medical Insurance company directly.
- 2.2.** The Fee relates to the provision of surgical and hospital services and not to the achievement of any particular outcome.

**The Hospital Fees**

- 2.3.** The Clinic expressly agrees to collect the Hospital fees to provide/arrange suitable facilities for the provision of the Procedure(s) which includes
- Standard hospital consumables and staffing
  - Anaesthetist fee
  - Post-procedure nutrition
  - Implants
  - Garments
  - Pre-operative haemoglobin and BMI tests where appropriate
  - Pre-operative nurse telephone assessment
  - Return to theatre for haematoma within 24 hours (assuming correct procedure followed, and no outside interference and return takes place at one of the Clinic’s theatres. No full or partial payment will be offered towards a return to theatre at an alternative hospital)
  - Take home drugs
  - Ward drugs and dressings
  - Post-operative wound care
  - Post-operative surgeon’s consultation
- 2.4.** The Hospital fees do not include the following additional pre- or post-operative tests and emergency care that may be required on an individual basis. If known before the procedure the Clinic will itemise, quote and invoice separately ahead of the procedure. If required in an emergency, these fees will be invoiced at the end of your stay and you agree to pay these. These include but are not limited to
- Pre- and pre-operative tests including blood tests, biopsies and other pathology and histology. This includes histology that a surgeon may deem clinically necessary during a procedure or where the laboratory requires additional testing to confirm a diagnosis
  - MRSA swabs
  - Psychologist consultation
  - GP/specialist suitability for surgery letter
  - X-ray, MRI, ultrasound
  - Admission to any other hospital
  - Unplanned Admission to Intensive Care or Critical Care Unit



- Private Ambulance or Transport to any other hospital

#### **The Surgeon Fees**

**2.5.** The Clinic expressly agrees to collect the Surgeon's fees as agent on behalf of the Surgeon. The Surgeon's obligations are detailed in section 5 below

#### **The Anaesthetist Fees**

**2.6.** The Clinic expressly agrees to collect the Anaesthetist fees as agent on behalf of the Surgeon. The Anaesthetist's obligations are detailed in section 6 below

### **3. The CLINIC'S OBLIGATIONS**

#### **In providing a Procedure for a Patient, The Clinic shall:**

- 3.1.** Ensure that the Procedure is carried out by an appropriately qualified and registered Surgeon;
- 3.2.** Satisfy itself that the Surgeon or doctor is insured with the Medical Defence Union, the Medical Protection Society, or another insurer or indemnity provider approved by The Clinic, against claims for professional negligence on terms that The Clinic reasonably considers are normal, given prevailing market conditions at the relevant time;
- 3.3.** Satisfy itself that the Clinician holds the necessary qualifications and registrations required for him/her to practice;
- 3.4.** Provide/arrange suitable facilities for the provision of Procedures;
- 3.5.** Provide the Patient with such information as the Patient may reasonably require enabling him/her to understand the nature of the Procedure being offered and to decide whether or not to proceed with a consultation with a surgeon.
- 3.6.** The Clinic shall collect provide/arrange suitable hospital facilities for the provision of the Procedure(s) as detailed in section 2.1.

### **4. THE PATIENT'S OBLIGATIONS**

- 4.1.** The Patient is responsible for reading and for making sure that they understand the Procedure Information and other information and literature provided prior to consenting to undergo any Procedure. It is also the Patient's responsibility to ask any questions that they may have about the Procedure so as to ensure that they have a full understanding of the Procedure.
- 4.2.** The Patient is responsible for returning their Pre-operative questionnaire and Psychological Screening and Declaration Form, a minimum of two weeks before their procedure, and ensuring timely payment for any Procedure received or to be received, in accordance with these Terms and Conditions of Business. The Patient is responsible for providing accurate medical information. Any inaccurate, misleading or omitted medical information that leads to a cancellation or postponement will result in cancellation and postponement fees as set out in section 9 or 10 of this document
- 4.3.** The Patient is required to attend all pre-operative consultations and screenings as scheduled, disclose any health changes or symptoms at least 48 hours prior to surgery, and comply with all the pre- and postoperative instructions and safety advice concerning the Procedure supplied by the Clinician and/or The Clinic (including but not limited to medication adjustments, cessation of weight loss medication, , provision of a chaperone, following flying advice, cessation of smoking/vaping, and following fasting requirements, aftercare and lifestyle advice). Failure to meet these obligations that result in a short-notice postponement or cancellation for safety reasons will result in forfeiture of some or all of your surgery fee



- 4.4. BMI** - The Patient is responsible for providing accurate preoperative weight and height readings for the Clinic to calculate their Body Mass Index (BMI). The Patient is responsible for attending surgery within the BMI expectations set by the surgeon, anaesthetist and Clinic to ensure safe and effective surgery; failure to comply with weight/BMI expectations that result in a short-notice postponement or cancellation for safety reasons will result in forfeiture of some or all of your surgery fee.
- 4.5. Smoking/vaping/nil by mouth** The Patient must comply with the surgeon's expectations regarding smoking, vaping, medications and fasting nil-by-mouth requirements prior to surgery; non-compliance that result in a postponement or cancellation for safety reasons will result in forfeiture of some or all of your surgery fee
- 4.6. Illness** The Patient must disclose any symptoms of illness, including fever, cough, or infections, at least 48 hours prior to surgery. Upon disclosure, the Patient is required to provide either written confirmation from their GP or attend an in-person check at the Clinic to assess their fitness for surgery, in accordance with our cancellation and postponement policy. Failure to complete one of these steps may result in surgery cancellation on the day and potential forfeiture of some or all of the surgery fee.
- 4.7.** The Procedure will take place either on the Clinic's premises or at a Third Party Hospital. In the event the Procedure takes place at a Third Party Hospital, these same terms and conditions apply and The Patient shall also be responsible complying with all the pre- and post- operative instructions concerning the Procedure provided by the Third Party Hospital.

## **5. THE SURGEON'S/DOCTOR'S OBLIGATIONS AND THEIR RELATIONSHIP WITH THE CLINIC AND THE PATIENT**

- 5.1.** Any Surgeon to whom The Clinic refers a Patient for a possible Procedure has a direct professional relationship exclusively with the Patient and is professionally and legally responsible for and accountable directly to the Patient for all Procedures provided.
- 5.2.** The Surgeon is also solely responsible for: obtaining consent for the Procedure, including providing the Patient with appropriate clinical information about the Procedure; detailed pre- and post-operative instructions; detailed information about the expected outcome and limits of the Procedure; for advising the Patient about all the risks and possible complications associated with the Procedure; for diagnosing the Patient and determining the treatment plan; for deciding whether or not the Patient will benefit from and is suitable for the Procedure; and is solely responsible for accepting or rejecting the Patient for a Procedure
- 5.3.** The Surgeon is solely responsible for the care, and any required after-care of the Patient, including any revision surgery agreed in accordance with the Re-Admission Policy of section 10 below
- 5.4.** The Clinic cannot accept any responsibility or liability for matters within the scope of the professional and/or legal responsibility of the Clinician including treatment outcomes.
- 5.5.** All Surgeons are independent contractors in private practice and are not employees of The Clinic. The Clinic will not therefore bear any vicarious liability for any of the Surgeons.

## **6. THE ANAESTHETIST'S OBLIGATIONS AND THEIR RELATIONSHIP WITH THE CLINIC AND THE PATIENT**

- 6.1.** Any Anaesthetist to whom The Clinic refers a Patient for a possible Procedure has a direct professional relationship exclusively with the Patient and is professionally and legally responsible for and accountable directly to the Patient for all anaesthesia and ancillary services delivered.
- 6.2.** The Anaesthetist is also solely responsible for advising the Patient about all the anaesthetic risks and possible complications associated with the Procedure; for deciding whether or not the Patient



is anaesthetically suitable for the Procedure; and is solely responsible for accepting or rejecting the Patient for anaesthetic for the Procedure

**6.3.** The Clinic cannot accept any responsibility or liability for matters within the scope of the professional and/or legal responsibility of the Anaesthetist

**6.4.** All anaesthetists are independent contractors in private practice and are not employees of The Clinic. The Clinic will not therefore bear any vicarious liability for any of the Anaesthetist

## **7. SELF-PAY PAYMENT**

**7.1.** A consultation with a Surgeon requires payment of £150-£300 to be received at the time of booking the appointment. This includes a secondary consultation free of charge should one be needed.

**7.2.** An additional £500 is required to secure a Procedure date.

**7.3.** The Balance payable for a Procedure must be received at least 30 days before the procedure date.

**7.4.** Where a Procedure date is confirmed within the 30 days period, payment becomes due in full at the point of booking.

**7.5.** Any financing agreement, between the Patient and a Third Party Finance company, to settle the Balance is independent from the Clinic. The Patient must abide by both these Terms and Conditions, including any cancellation and postponement obligations and charges in full, and separately abide with any payment terms agreed independently with the Third Party Finance company

**7.6.** If Third Party Finance application is rejected at any point, then the responsibility for paying the full Balance falls to the Patient to pay directly to the Clinic

## **8. PAYMENT WHERE PRIVATE MEDICAL INSURANCE IS PAYING FOR PART OR FULL APPOINTMENT**

**8.1.** If the Patient's wishes to pay via their private medical insurance (PMI) company, they must share their both their policy number and valid authorisation code prior to their consultation or treatment. If the Patient is unable to provide this information prior to the treatment, the Patient will be required to self-pay on the day of their appointment and claim back from their PMI company.

**8.2.** PMI company fees may be lower than self-pay fees and the Clinic will not be able to refund the difference, or provide a refund, if an authorisation code is provided after the procedure.

**8.3.** PMI Company Authorisation codes are related to one specific condition or treatment. Any additional conditions require additional appointments, with either a new authorisation code or self-payment, if not covered by the Patient's insurance

**8.4.** If a Patient's insurance company declines to pay for a procedure or test in part or in full, the Patient is liable to pay the fee shortfall, or the full self-pay fee amount, as relevant.

**8.5.** A refundable £500 surgical deposit is required for surgical procedures where insurance is fully or partially paying for a procedure.

## **9. CANCELLATION**

### **Cancellation by a Patient**

**9.1.** All cancellations by a Patient must be communicated by email to the relevant Patient Advisor

**9.2.** Fees paid for a Surgeon consultation are fully refundable provided notice of cancellation is received from the Patient by The Clinic at least 48 hours prior to the scheduled date of the Consultation, otherwise there will be no refund of the Consultation Fee.

**9.3.** A Patient has a 14 day cooling off period after their initial (not subsequent) Surgeon consultation, in which they may cancel their Procedure with fees refunded subject to a deduction of £150 relating



to the surgeon consultation plus £150 if pre-operative pathology tests have taken place.  
If a Patient elects to waive this cooling off period (via a signed waiver and as discussed with the Surgeon) then no fees are refundable upon cancellation

- 9.4.** Should a Patient wish to cancel a booked Procedure the following schedule of cancellation charges will apply:

Date of receipt of written notification Cancellation Charge

Date of receipt of written notification	Cancellation Charge
Over 30 days prior to Procedure date	£500
Between 30 days and 15 days prior to Procedure date	50% of total Fee
14 days or less to Procedure date	Full Procedure Fee is chargeable

**Cancellation of a Procedure by the Surgeon/Anaesthetist:**

- 9.5.** The Clinic reserves the right to cancel or postpone a Procedure if, in the opinion of the Surgeon and/or the Anaesthetist, the Patient is medically unfit for treatment or the treatment requested is deemed inappropriate for the Patient and there is no alternative treatment plan to achieve the same purpose.
- 9.6.** If the Surgeon considers that a postponement of the Procedure is appropriate for medical reasons, which do not include reasons in Clause 9.7. below, a new date for the Procedure will be provided and no postponement charge will be payable. If the Surgeon considers that the Procedure should be cancelled for medical reasons a full refund of the Fee paid by the Patient will be given less £150 surgeon consultation fee plus £150 if any pre-operative tests have taken place except in the case of 9.7 below. For avoidance of doubt, only the Surgeon and/or the Anaesthetist can cancel or postpone a procedure for medical reasons.
- 9.7.** If surgery is cancelled due to the Patient either not informing The Clinic/ the Surgeon of a known existing medical condition/previous history of drugs taken, providing incorrect information to the surgeon or nurse pre-operatively, providing incorrect information on the pre-operative medical questionnaire or not following any pre-operative advice (including but not limited to BMI, smoking/vaping, stopping medications) provided by the Surgeon or any other Clinician, including an anaesthetist, then the Patient will be subject to the cancellation fees in 9.4 above.
- 9.8.** The Patient must be prepared to submit to a blood or urine test if requested by the Surgeon, if, in the opinion of the Surgeon or Anaesthetist, the Patient may have recently taken drugs or nicotine. If the Patient does not wish to submit to a blood or urine test the Surgeon may cancel the procedure and the Patient will be subject to the cancellation fees in 9.4 above.

**Cancellation by The Clinic**

- 9.9.** The Clinic reserves the right to cancel a Procedure if the balance has not been able to be collected by the due date. The following charges will apply:
- £200; plus
  - £150 if any pre-operative tests have taken place
- 9.10.** The Clinic shall not be liable for any indirect or consequential losses, including but not limited to travel, accommodation, loss of earnings, or other associated costs, arising from cancellation, postponement, or outcome of the Procedure.

**10. POSTPONEMENT**

**Postponement of a Procedure by a Patient**

- 10.1.** A Procedure may be postponed for up to 24 (twenty-four) months from the date of original surgery (if postponed for reason of pregnancy) or 12 (twelve) months for a medical reason determined by the



surgeon or 3 months for any other reason, provided the Fee has been paid in accordance with Section 7. The Clinic will retain all Fees paid for the account of the Patient during the period of postponement. Should the Patient need to postpone treatment, the following schedule of postponement charges will apply in the first instance. Should a second postponement be required then a £500 fee will be required over 30 days prior to the procedure date and full surgery fees will be chargeable within 30 days. Should the postponement charge not be paid then Fees will be retained as per section 9.4. It is the Patient's responsibility to reschedule the Procedure. Where a Patient fails to reschedule the Procedure, any Fees paid will not be refundable.

Date of receipt of written notification	Postponement Charge
Over 30 days prior to Procedure date:	No Charge
Between 30 days to 15 days prior to Procedure date:	25% of total surgery cost
Between 14 days and 48 hours prior to Procedure date:	50% of total surgery cost
Less than 48 hours prior to Procedure date	Full Procedure Fee is chargeable

- 10.2.** All postponements by a Patient must be communicated by email or letter to the relevant Patient Advisor
- 10.3.** Unless waived in writing, the Patient has a 14 day cooling off period after the Surgeon consultation in which they may postpone their Procedure. A charge of £150 relating to the surgeon consultation plus £150 if pre-operative tests have taken place will be made if the Patient subsequently cancels the Procedure. If a Patient elects to waive this cooling off period (via a waiver as discussed with the Surgeon) then no fees are refundable
- 10.4.** If a Patient postpones then later cancels a procedure, then the following cancellation charges will apply

Date of receipt of written notification	Cancellation Charge
If the original postponement takes place 30 days or more prior to the original Procedure date	£1000
If the original postponement takes place 15 to 29 days before the original Procedure date	50% of total Fee
If the original postponement takes place 14 days or less before the original surgery date	Full Procedure Fee is chargeable

#### Postponement of a Procedure by The Clinic

- 10.5** The Clinic reserves the right to postpone a Procedure if the Medical and Psychological Pre-operative forms, sent to you as part of your Confirmation Pack, have not been received by the Clinic, from you, a minimum of two weeks before surgery.

Date of postponement	Cancellation Charge
If the original postponement takes place 8-14 days before the original Procedure date	50% of total Fee
If the original postponement takes place 7 days or less before the original surgery date	Full Procedure Fee is chargeable

- 10.5.** The Clinic reserves the right to postpone a Procedure if the information given to the Clinic by you in the either the Medical or Psychological Pre-operative forms is found to be inaccurate to the extent that prevents the surgery going ahead subject to the following charges:



Date of postponement	Cancellation Charge
If the original postponement takes place 8-14 days before the original Procedure date	50% of total Fee
If the original postponement takes place 7 days or less before the original surgery date	Full Procedure Fee is chargeable

- 10.6.** The Clinic reserves the right to change the date or venue of your Procedure if that becomes necessary for reasons beyond The Clinic’s control. In such a case, the Patient will not be entitled to any refund, provided, in that event, The Clinic will offer a new date as close to the original date as possible but in any event will offer the Patient alternative dates for the Procedure within eight (8) weeks of the original date booked for the Procedure. The Patient will also be free to choose from other available dates beyond the eight (8) week period over the following 12 months, if that is the Patient’s preference. Where it is not possible for The Clinic to accommodate the reschedule within the 8 week period, a refund may be given

## 11. RE-ADMISSION POLICY

- 11.1.** By proceeding with surgery, you acknowledge that all surgical procedures carry inherent risks and that outcomes cannot be guaranteed. These risks, including general risks of surgery (such as infection, delayed healing and suboptimal functional or aesthetic outcome and procedure-specific, will have been explained to you by your Surgeon during consultation and documented as part of the consent process.
- 11.2.** The Surgeon will exercise reasonable care and skill in assessing, advising on, and performing the Procedure. However, no guarantee or warranty is given as to the final result or that the Patient’s desired outcome will be achieved. The Patient acknowledges that surgical outcomes are influenced by individual factors including anatomy, tissue characteristics, healing response, adherence to pre- and post-operative advice and other recognised clinical variables, and that outcomes may therefore vary from Patient to Patient.
- 11.3.** In circumstances where, following appropriate clinical assessment, the Surgeon and the Medical Director (or an appropriately qualified independent clinician nominated by the Medical Director) agree that:
- (a) the outcome of the Procedure falls materially outside the range of outcomes reasonably expected for that Procedure; and
  - (b) such outcome is directly attributable to the Procedure performed and not to recognised risks, Patient-specific factors, or non-compliance with pre- or post-operative instructions, the Clinic may offer secondary surgery on a discretionary basis and subject to the terms below.
- 11.4.** Any concern regarding outcome or complication must be clinically assessed in person by the operating Surgeon (or a clinician nominated by the Clinic) before any decision regarding further treatment or surgery can be made.
- 11.5.** Where further surgery is offered under this policy:
- a) The Clinic may offer a reduction in the surgical and facility fees, the extent of which will be determined on a case-by-case basis, taking into account clinical findings and circumstances; and
  - b) The Patient will remain responsible for any additional costs not directly related to correction of the original Procedure
- 11.6.** Any decision to proceed with revision surgery is at the sole clinical discretion of the operating Surgeon, subject to review as set out above.
- 11.6.1.** If the Surgeon deems that further surgery is necessary in order to address a clinically identified issue of the original Procedure which is not, in the opinion of the Surgeon, in line with the range of outcomes reasonably expected and discussed during the consent process,



- then, subject to provisos in Clauses 11.3 to 11.14, The Clinic will provide all surgical and hospital services for this re-admission at the original charge to the Patient less 50%.
- 11.6.2. If, however, the Surgeon decides that the results of a Procedure are acceptable and within the normal limits and known risks of surgery, then the original charge, less 20%, will be made for further surgery but such further surgery will only be offered if the Surgeon considers it to be beneficial and in the Patient's best interests.
- 11.6.3. Should the Patient request any further surgery after, it will be provided at the normal price to the Patient less 10%.
- 11.7. Where revision surgery is offered under this policy, any stated pricing reductions are indicative and subject to clinical assessment and the terms of this policy, and do not create an automatic entitlement.
- 11.8. Further surgery is not intended to achieve an outcome superior to that originally planned or to address changes in Patient preference.

**This readmission policy is subject to the following provisos:**

- 11.9. The Patient must notify the Clinic in writing of any concerns regarding outcome and attend an in-person clinical review with the operating Surgeon within 12 months of the original Procedure.
- 11.10. Where a Patient fails to attend recommended post-operative appointments or declines clinical review, the Clinic reserves the right to suspend or withdraw eligibility under the Re-Admission Policy
- 11.11. The timing of any revision procedure is solely at the discretion of the Patient's operating surgeon. A surgery or decision on further surgery may be delayed in order for results to fully settle but must take place within two years of the date of the original surgery
- 11.12. In order for secondary surgery to be carried out under this policy the Surgeon and the Medical Director of The Clinic (or a third party independently appointed by the Medical Director) must agree that the outcome of the Procedure were not in line with the range of outcomes reasonably expected and discussed during the consent process, and that any complication is directly related to the original Procedure and not accepted as a recognised consequence of that treatment or the Patient's underlying medical condition
- 11.13. Secondary surgery will not be offered under this policy where, in the reasonable clinical opinion of the Surgeon and Medical Director, the outcome is attributable in whole or in part to:
- a) recognised risks or known complications of the Procedure;
  - b) Patient-specific factors including but not limited to healing response, skin quality, or underlying medical conditions;
  - c) lifestyle factors (including smoking, vaping, alcohol use, weight fluctuation, or sun exposure);
  - d) failure to follow pre-operative or post-operative instructions; or
  - e) natural ageing processes.
- 11.14. Where outcomes relate to known risks disclosed during consent (including hypertrophic or keloid scarring), revision surgery will not ordinarily be offered at a reduced rate. The Patient can take a preoperative genetic test for Patients who wish to know if they are prone to poor scarring and can be offered The Cadogan Scar Management treatment for a fee
- 11.15. The Surgeon who provides the Procedure is responsible for the outcome of that Procedure and is solely responsible for undertaking any further surgery. It is not possible to request another surgeon under the terms of this readmission policy. If the original operating Surgeon is not permanently available, for example due to retirement, it may not be possible to find another Surgeon willing to undertake revision surgery at the reduced rates, in which case The Clinic reserves the right to review the basis, if any, upon which any additional surgery is provided.
- 11.16. Subject to the Patient's statutory rights, dissatisfaction with the aesthetic or functional outcome will not give rise to a refund of any type.



- 11.17.** The readmission surgery must take place on Clinic premises unless specifically agreed in writing by a Clinic director. The Clinic will not contribute to the cost of revision procedures carried out outside the Clinic unless expressly agreed in writing in advance.
- 11.18.** The readmission surgery must take place with a surgeon organised and authorised by the Clinic. No full or partial payment or refund of the original procedure will be offered if the readmission takes place under the care of a surgeon not organised by the Clinic. Any revision arranged independently without prior written agreement will invalidate eligibility under this policy.
- 11.19.** If a Patient has had previous surgery with a third party and attends The Clinic for revision surgery then this and, any further revision surgery, will be at The Clinic's current normal prices.
- 11.20.** In the event of further surgery being cancelled or postponed by The Patient for non-medical reasons or due to the Patient either not informing The Clinic/ the Surgeon of a known existing medical condition/previous history of drugs taken or not following any pre-operative advice provided by the Surgeon or any other Clinician, including an anaesthetist within 4 weeks of the operation date, no further free-of-charge revision will be offered and The Patient will pay normal The Clinic prices if the surgery is rescheduled.
- 11.21.** In the event the Patient has independently organised further surgery with a Third Party Surgeon after the original procedure but before the readmission to the Clinic then this re-admission policy is invalidated and all further surgery will be subject to the Clinic's current normal prices.

#### **Procedures with Breast Implants**

- 11.22.** If, within the first two years of the initial surgery, the operating surgeon diagnoses that a Baker Grade III or IV capsular contracture has taken place, a Patient may be readmitted for remedial treatment at the Clinic's list price less 50%. Should the capsular contracture takes place between two and four years of the initial surgery, further remedial surgery will be chargeable at The Clinic's list price less 25%. Should any further capsular contracture take place any further remedial surgery will be chargeable at The Clinic's list price less 10%.
- 11.23.** If, within the first two years of the initial surgery, the operating surgeon believes that an implant rupture has taken place, a Patient may be readmitted for remedial treatment at no cost to the Patient. The same brand of implant will be used unless the Patient wishes to purchase additional implants. Should the rupture takes place between two and four years of the initial surgery, further remedial surgery will be chargeable at The Clinic's list price less 25%. A rupture must be confirmed by a radiologist's report and approved by a director of The Clinic. The radiologist report will need to be arranged and paid for by the Patient.
- 11.24.** Any payment due to the Patient as a result of a manufacturer warranty will be paid by the manufacturer to Patient and should be passed onto The Clinic as partial payment towards the readmission costs of the Patient. The manufacturer warranty is only valid when remedial surgery is performed by The Clinic unless the manufacturer warranty specifically state otherwise.

#### **Rhinoplasty, Otoplasty and Fat Grafting Procedures**

- 11.25.** Certain procedures, including rhinoplasty, otoplasty and fat grafting, are commonly performed as staged treatments. A proportion of Patients may require further procedures to optimise outcomes. This reflects inherent variability in healing and tissue response rather than surgical error.
- 11.26.** Rhinoplasty is commonly performed as a staged procedure - overall 10% of Patients require further surgery at a second stage to achieve the optimum result. The likelihood of treatment requiring more than one operation is increased by the existence of certain situations which your surgeon will explain, but these include Patients who have already had one operation on the nose, has suffered an injury to the nose, the skin of the tip is thick or overall is very thin, has a particular original shape or the Patient suffers from other conditions. This is not an exhaustive list, but your surgeon will advise. This is a subject for discussion with your surgeon.



**11.27.** Otoplasty is commonly performed as a staged procedure - overall 15% of Patients require further surgery at a second stage to achieve the optimum result.

- 11.28.** Fat grafting is commonly performed as a staged procedure - overall 10% of Patients require further surgery at a second stage to achieve the optimum result.
- 11.29.** Any and each additional procedures will be subject to separate and additional charges. You are under no obligation to proceed with further surgery. Many variable conditions may influence the long-term results of surgery. It is unknown how your tissue may respond or how wound healing will occur after surgery.
- 11.30.** If you are readmitted for staged treatment under the terms of Clause 11, you acknowledge that there will be a charge for the further surgery, in addition to the original charge. This charge will be at a reduced rate of your original package price less 60%

## **12. Procedures for Patients who have undergone material weight loss**

- 12.1.** Procedures in Patients following significant weight loss (including after use of weight loss medication and bariatric surgery) are commonly performed as staged procedures. Due to reduced skin elasticity, variable tissue quality, and individual healing responses, there is a higher likelihood that further surgery may be required to achieve the optimum outcome. Published experience suggests that approximately 15–30% of such Patients may require additional procedures; however, this cannot be predicted in any individual case. If a second or further stage is undertaken, this will incur a separate and additional charge for each stage. You are under no obligation to proceed with further surgery. The need for, and timing of, any additional procedure will be discussed with your surgeon. The aim of surgery is to improve contour and Patient satisfaction; outcomes are subjective and cannot be guaranteed.
- 12.2.** You are expected to have achieved and maintained a stable weight prior to surgery (typically for a minimum of 6 months). Ongoing or future significant weight change may adversely affect the surgical result, including recurrence of skin laxity, contour irregularities, and asymmetry, and may increase the likelihood of further surgery. The Clinic and your surgeon cannot guarantee outcomes where weight is not stable. It is your responsibility to inform your surgeon of any planned or anticipated weight change.
- 12.3.** Patients undergoing surgery following significant weight loss will be assessed with particular regard to tissue quality and stability of weight. Failure to maintain a stable weight before or after surgery may materially affect outcomes and will be taken into account when determining eligibility for secondary surgery under Section 11.

## **13. THIRD PARTY SERVICES**

- 13.1.** Any Third Party Services that a Patient receives that do not take place on Clinic premises, remain separate to the Patient's agreement with the Clinic. This include services recommended by the Clinic or by the Clinician and includes, but is not limited to, aftercares services, diagnostic tests or other medical services. The Patient makes the sole decision to undertake these services and a contract, alongside any relevant payment, is made directly between the Patient and the Third Party Service.
- 13.2.** In some circumstances the Clinic will act as an agent to collect these fees on behalf of the Third Party Service however the contract remains directly between the Patient and the Third Party Service

## **14. COMPLAINTS**



- 14.1.** The Clinic, Surgeon and Anaesthetist endeavours to treat all its Patients appropriately, compassionately and fairly. In the event that the Patient is dissatisfied with any aspect of the service provided, the Patient should speak to their Patient Advisor as soon as possible and in any event, within a year of the procedure taking place.
- 14.2.** If the Patient Advisor is unable to resolve the complaint to the reasonable satisfaction of the Patient, The Clinic's Complaints Procedure – Patient Guide shall apply. The Clinic subscribes to the Independent Sector Adjudication Service (ISCAS) for independent review. ISCAS require the complaint to be raised within six months of the procedure taking place.

## **15. CONFIDENTIALITY AND DATA PROTECTION**

- 15.1.** The Clinic processes data relating to Patients in connection with the Procedure provided to those Patients in accordance with these Terms and Conditions.
- 15.2.** The Clinic wishes to disclose Patient data to Clinicians in the course of the Procedure and the Patient's consent to such disclosure is considered essential to the Procedure.
- 15.3.** The Patient is deemed to consent to the disclosure of sensitive personal data by The Clinic to Clinicians for the purposes of discussing the Patient's Procedure.
- 15.4.** The Patient acknowledges that The Clinic is obtaining this consent for themselves in order that they may comply with the provisions of the Data Protection Act 2018.
- 15.5.** Other than these disclosures, or as required by law, The Clinic will not disclose Patients' sensitive personal data to third parties.

## **16. NO VARIATION**

- 16.1.** There can be no variation or exceptions to these Terms and Conditions unless agreed in writing and countersigned by a Director of The Clinic. The Clinic reserves the right to amend, change or delete such terms and conditions as it deems appropriate.

## **17. FORCE MAJEURE**

- 17.1.** The Clinic shall not be liable for failure or delay in performing its obligations where this is due to events beyond its reasonable control, including but not limited to equipment failure, staff illness, regulatory requirements, or emergency clinical priorities.

## **18. LEGAL JURISDICTION**

- 18.1.** The services provided by The Clinic and by Clinicians shall be governed by the laws of England and Wales, whose courts shall have exclusive jurisdiction.