



## HOSPITAL-ONLY TERMS AND CONDITIONS

### WHERE THE ENTIRE FEE IS PAID DIRECTLY TO THE OPERATING SURGEON

These Terms and Conditions of Business (“Terms and Conditions”) apply to the supply of services by Personal Health Service Ltd Registration No 4127609) trading as The Cadogan Clinic (“The Clinic”) of 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 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.

“Balance”	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.
“Confirmation Pack”	The Clinic’s standard email containing details of the Procedure booked by the Patient, including the type of Procedure, the Hospital 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
“Clinician”	A Nurse, Surgeon or Doctor (as the case may be)
“Complaints Procedure – Patient Guide”	The Clinic’s complaints procedure for patients which can be obtained by emailing <a href="mailto:complaints@cadoganclinic.com">complaints@cadoganclinic.com</a>
“Consent Form”	The consent form signed by the Patient signifying his/her consent to a Procedure
“Consultation”	A consultation with a Surgeon about a Procedure(s) being contemplated by a Patient`
“Fee”	The fee charged for the Procedure
“Nurse”	A nurse registered to practice, in the United Kingdom by the Nursing and Midwifery Council
“Patient”	Any person who is at least 18 years of age who has entered or is contemplating entering into a contract with The Surgeon and The Clinic for a Procedure
“Pre-operative questionnaire”	The self-assessment Medical Questionnaire provided to allow the Surgeon to assess the Patient physiological suitability for a Procedure
“Procedure”	The surgical procedure to be arranged by The Clinic for a Patient and performed by a Surgeon
“Procedure Information”	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. THE CLINIC’S OBLIGATIONS**

**2.1.** The Clinic shall provide/arrange suitable facilities for the provision of the Procedure(s) which includes

- Hospital Fee including standard consumables and staffing
- As per standard consumables list
- Post-procedure nutrition
- 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

**2.2.** The Clinic may also provide additional pre- or post-operative diagnostic tests, histology or further specialist assessment required on an individual basis and will itemise, quote and invoice separately ahead of the procedure unless required in an emergency in which case they will be invoiced at the end of your stay. These include but are not limited to

- Pre- and pre-operative tests including blood tests, biopsies and other pathology and histology
- Peri-operative tests including histology that a surgeon may deem clinically necessary during a procedure
- 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
- Anaesthetic fees (unless expressly included)

**2.3.** The Clinic may also collect the Anaesthetist fees as agent on behalf of the Surgeon. If so, this will be itemised separately on your invoice. The Anaesthetist’s obligations are detailed in section 5 below

**3. The Patient’s Obligations**

**3.1.** The Patient shall be 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, and for complying with all the pre- and postoperative instructions concerning the Procedure supplied by the Clinician and/or The Clinic. The Patient shall also be 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. 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. THE SURGEON'S/DOCTOR'S OBLIGATIONS AND THEIR RELATIONSHIP WITH THE CLINIC AND THE PATIENT

- 4.1. The Surgeon involved in The Patient's Care is an independent practitioner and not an employee of The Clinic. Accordingly, other than in relation to obligations under the Privacy Policy, The Clinic will not be liable for any act or omission of a Surgeon (or the company or partnership that employs or engages the Surgeon). The Surgeon will be responsible for the Care he/she gives you. The Clinic staff, including nurses, will provide your Care under your Surgeon's instructions.
- 4.2. The Surgeon is also solely responsible for: providing the Patient with detailed 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 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. The Surgeon is responsible for the care, and the delegated care of the Patient required following a Procedure

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

- 5.1. 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.
- 5.2. 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
- 5.3. The Clinic cannot accept any responsibility or liability for matters within the scope of the professional and/or legal responsibility of the Anaesthetist
- 5.4. 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

#### 6. FEES

- 6.1. You will pay your surgeon your fees which covers each separate element of surgeon fees, anaesthetist fees, and hospital fees

#### 7. CANCELLATION

##### Cancellation by a Patient

- 7.1. All cancellations by a Patient must be communicated by email to the relevant Medical Secretary and Theatre Booking Team
- 7.2. A Patient has a 14 day cooling off period after the Surgeon consultation, in which they may cancel their Procedure. 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
- 7.3. 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
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:



- 7.4.** The Clinic reserves the right to cancel or postpone a Procedure if, in the opinion of the 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.
- 7.5.** If the Surgeon considers that a postponement of the Procedure is appropriate for medical reasons, 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 any pre-operative tests have taken place. For avoidance of doubt, only the Surgeon and/or the Anaesthetist can cancel or postpone a procedure for medical reasons.
- 7.6.** 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 or not following any pre-operative advice provided by the Surgeon or any other Clinician, including an anaesthetist, then the Patient will be subject to the cancellation fees in 6.3 above

#### **Cancellation by The Clinic**

- 7.7.** The Clinic reserves the right to cancel a Procedure if the balance has not been able to be collected by the due date. In this instance the following charges will apply:
- £200; plus
  - £150 if any pre-operative tests have taken place
- 7.8.** No expenses will be reimbursed by the Clinic in the event of a cancellation by either the Clinic, the Patient or the Surgeon/Anaesthetist

### **8. POSTPONEMENT**

#### **Postponement by a Patient**

- 8.1.** A Procedure may be postponed for up to 24 (twenty-four) months (if postponed for reason of pregnancy) or 12 (twelve) months for any other medical reason or for any non-medical reason, provided the Fee has been paid in accordance with Section 5. 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. Should the postponement charge not be paid then Fees will be retained as per section 6.3. 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.

<b>Date of receipt of written notification</b>	<b>Postponement Charge</b>
Over 30 days prior to Procedure date:	No Charge
Between 30 days to 15 days prior to Procedure date:	£500
Between 14 days and 49 days prior to Procedure date:	£1000
Less than 48 hours prior to Procedure date	Full Procedure Fee is chargeable

- 8.2.** All postponements by a Patient must be communicated by email or letter to the Medical Secretary and Bookings team
- 8.3.** 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 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
- 8.4.** If a Patient postpones then later cancels a procedure, then either the Cancellation Charges in 6.3 or the following cancellation charges will apply, whichever is higher

<b>Date of receipt of written notification</b>	<b>Cancellation Charge</b>
If the original postponement takes place 30 days or more prior to the original Procedure date	£300 administration fee Plus £150 if a pre-operative test has taken place



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

7.5 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 8-30 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

8.5. 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.

Date of postponement	Cancellation Charge
If the original postponement takes place 8-31 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

8.6. 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

## 9. RE-ADMISSION POLICY

- 9.1. This readmission policy refers to all procedures including procedures with implants and procedures that often require multiple procedures to achieve the desired result including rhinoplasty, otoplasty and fat grafting procedures or procedures for Patients who have undergone material weight loss
- 9.2. 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 is free of charge
- 9.3. No full or partial payment will be offered towards a return to theatre at an alternative hospital. Return to theatre or emergency care at another hospital will be charged by that other hospital directly
- 9.4. By proceeding with surgery you confirm your understanding that there are risks inherent in all surgery you agree to proceed acknowledging these risks. These risks have the potential to cause psychological distress. These risks are explained to you by your surgeon during consultation, shared ahead of surgery and signed by you in agreement before surgery. They included procedure specific risks as well as general surgery risks including the risk of infection and delayed healing



- 9.5.** While The Clinic and your Surgeon will do their best to ensure a satisfactory outcome, no clinical procedure is entirely risk-free and the results of any particular treatment cannot be guaranteed. If you have any concerns or queries you should discuss these with your Surgeon.
- 9.6.** If the Surgeon deems that further surgery is necessary in order to improve the result of the original Procedure which is not, in the opinion of the Surgeon, in line with the expected result agreed between Surgeon and Patient at the time of Consultation, then The Clinic will provide all hospital services for this re-admission at the normal price to the Patient less 20%. Anaesthetist and Surgeon fees will also apply.
- 9.7.** If the Surgeon decides that the results of a Procedure are acceptable and within the normal limits and known risks of surgery, then our normal charge, less 10%, will be made for further surgery but such further surgery will only be offered if the Surgeon considers it to be beneficial. Anaesthetist and Surgeon fees will also apply.

## **10. COMPLAINTS**

- 10.1.** In the event that the Patient is dissatisfied with the outcome of the treatment provided, the Patient should speak to their Surgeon as soon as possible. The Surgeon is responsible for Clinical outcomes
- 10.2.** In the event that the Patient is dissatisfied with the hospital care, the Patient speak to the Clinic team. The complaints mailbox is [complaints@cadoganclinic.com](mailto:complaints@cadoganclinic.com). The Clinic is responsibly for Hospital Care.
- 10.3.** If the Patient and Surgeon are 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.

## **11. CONFIDENTIALITY AND DATA PROTECTION**

- 11.1.** The Clinic processes data relating to Patients in connection with the Procedure provided to those Patients in accordance with these Terms and Conditions.
- 11.2.** 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.
- 11.3.** 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.
- 11.4.** 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.
- 11.5.** Other than these disclosures, or as required by law, The Clinic will not disclose Patients' sensitive personal data to third parties.

## **12. NO VARIATION**

- 12.1.** 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.

## **13. LEGAL JURISDICTION**

- 13.1.** 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.