



TERMS AND CONDITIONS FOR SURGICAL PROCEDURES

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 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 complaints@cadoganclinic.com
“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`
“Consultation Fee”	That part of the Fees referable to the Consultation
“Fee”	The fee charged by the Clinic 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 Clinic for a Procedure
“Patient Advisor”	A Clinic employee responsible for providing the Patient with ongoing information about their surgeon and their procedure
“Pre-operative questionnaire”	The self-assessment Medical Questionnaire provided to 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

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

- 2.1. Ensure that the Procedure is carried out by an appropriately qualified and registered Surgeon;
- 2.2. 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;
- 2.3. Satisfy itself that the Clinician holds the necessary qualifications and registrations required for him/her to practice;
- 2.4. Provide/arrange suitable facilities for the provision of Procedures;
- 2.5. 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. THE PATIENT'S OBLIGATIONS

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. 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.
- 4.2. 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 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
- 4.3. 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 8 below
- 4.4. The Clinic cannot accept any responsibility or liability for matters within the scope of the professional and/or legal responsibility of the Surgeon.
- 4.5. 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.



5. PAYMENTS

- 5.1. A consultation with a Surgeon requires payment of £150 to be received at the time of booking the appointment.
- 5.2. An additional £500 is required to secure a Procedure date.
- 5.3. The Balance payable for a Procedure must be received at least 30 days before the procedure date.
- 5.4. Where a Procedure date is confirmed within the 30 days period, payment becomes due in full at the point of booking.

6. CANCELLATION

Cancellation by a Patient

- 6.1. All cancellations by a Patient must be communicated by email to the relevant Patient Advisor
- 6.2. 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.
- 6.3. A Patient has a 14 day cooling off period after the 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
- 6.4. 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
Over 30 days prior to Procedure date:	£300 administration fee Plus £150 if a pre-operative test has taken place
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:

- 6.5. The Clinic reserves the right to cancel or postpone a Procedure if, in the opinion of the Surgeon, 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.
- 6.6. 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 £150 surgeon consultation fee plus £150 if any pre-operative tests have taken place.
- 6.7. 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 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 6.4 above.
- 6.8. 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 6.4 above.

Cancellation by The Clinic

- 6.9. 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

6.10. No expenses will be reimbursed by the Clinic in the event of a cancellation by either the Clinic, the Patient or the Surgeon/Anaesthetist

7. POSTPONEMENT

Postponement by a Patient

7.1. 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 6.4. 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:	£250
Between 14 days and 5 days prior to Procedure date:	£500
Between 4 days and 48 hours prior to Procedure date	£1000
Less than 48 hours prior to Procedure date	Full Procedure Fee is chargeable

7.2. All postponements by a Patient must be communicated by email or letter to the relevant Patient Advisor

7.3. 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

7.4. If a Patient postpones then later cancels a procedure, then either the Cancellation Charges in 7.4 or the following cancellation charges will apply, whichever is higher

Date of receipt of written notification	Cancellation Charge
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 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

8. RE-ADMISSION POLICY

8.1. The Surgeons, to whom The Clinic refer Patients for cosmetic surgery, strive to provide Patients with the best possible outcome of their Procedure. However, the final cosmetic result cannot be guaranteed, and revision surgery may be necessary or complications can occur no matter how careful the Surgeon or how good the care. This may be due to a number of factors including but not limited to infection or poor blood circulation, or a patient's unpredictable reaction to treatment. In rare cases the Patient may consider that the outcome of their Procedure does not meet the expected result agreed between the Surgeon and the Patient at the Consultation. In those situations consideration will be given to the possibility of improving the result through further surgery. Further surgery on the Patient's post-operative presenting condition will only be carried out at the discretion of the Surgeon who performed the Procedure. 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 surgical and hospital services for this re-admission free of charge to the Patient. Should the Patient request any other additional revision surgery this will be provided at a cost to the Patient. If, however, 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 and in the Patient's best interests. Should the Patient request any further revision surgery on this basis this will be provided at the normal price to the Patient less 10%.

This readmission policy is subject to the following provisos:

- 8.2.** The Patient must have expressed his/her dissatisfaction with the outcome to The Clinic in writing and been examined at The Clinic by the Patient's operating Surgeon in this context within one year of the date of the original Procedure
- 8.3.** In order for revision surgery to be carried out free of charge the Surgeon and the Medical Director of The Clinic (or a third party independently appointed by the Registered Officer should the Medical Director have carried out surgery him or herself) must agree that the outcome of the Procedure did not meet the expected result 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
- 8.4.** In cases where the results of the Procedure originally provided have, in the opinion of the Surgeon, been compromised by lifestyle (including but not limited to smoking, alcohol, drug use, weight gain or exposure to the sun), illness, the natural ageing process or by any failure of the Patient to fully adhere to the instructions, recommendations or advice of the Surgeon regarding postoperative appointments or care and lifestyle, The Clinic cannot commit to providing revision surgery at special rates.
- 8.5.** In the case that the results of the surgery is due to any known risk, that has been discussed before surgery including but not limited to keloid or hypertrophic scarring, The Clinic cannot commit to providing revision surgery at special 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
- 8.6.** The Surgeon who provides the Procedure is responsible for the outcome of that Procedure. If the original operating Surgeon is not available, it may not be possible to find another Surgeon willing to undertake revision surgery free of charge, in which case The Clinic reserves the right to review the basis, if any, upon which any additional surgery is provided.
- 8.7.** The Clinic will not offer refunds for a patient unhappy with the outcome of a Procedure, or in any other circumstances, other than at the absolute discretion of The Clinic
- 8.8.** 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.



8.9. In the event of revision 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.

Procedures with Breast Implants

8.10. If, within three years of the initial surgery, the operating surgeon believes that a Baker Grade III or IV capsular contracture or rupture is present, a Patient may be readmitted for remedial treatment at no cost to the Patient. Should any further capsular contracture or rupture take place any further remedial surgery will be chargeable at The Clinic's list price less 10%. A rupture must be confirmed by a radiologist's report and approved by a director of The Clinic.

8.11. Any payment due to the Patient as a result of a manufacturer warranty will be paid by the manufacturer to The Clinic and act as partial payment towards the readmission costs of the patient; except within the first three years of the original Procedure whereby this payment will cover the full 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 Procedures

8.12. Following rhinoplasty surgery additional surgery is commonly required to achieve the desired aesthetic result. This is not classified as revision surgery and is instead subject to a 10% discount to the list price, at the Clinic's sole discretion, should it be required

9. COMPLAINTS

9.1. 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. If they are unable to resolve the complaint to the reasonable satisfaction of the Patient, The Clinic's Complaints Procedure – Patient Guide shall apply.

10. CONFIDENTIALITY AND DATA PROTECTION

10.1. The Clinic processes data relating to Patients in connection with the Procedure provided to those Patients in accordance with these Terms and Conditions.

10.2. 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.

10.3. 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.

10.4. 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.

10.5. Other than these disclosures, or as required by law, The Clinic will not disclose Patients' sensitive personal data to third parties.

11. NO VARIATION

11.1. 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.



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12. LEGAL JURISDICTION

12.1. 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.