



## 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 <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`
“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 (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
“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.
- 2.6. The Clinic shall provide/arrange suitable facilities for the provision of the Procedure(s) which includes
  - Hospital Fee including standard consumables and staffing
  - Anaesthetist fee
  - Post-procedure nutrition
  - Implants
  - Garments
  - Anaesthetist fee
  - 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
- 2.7. 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
  - MRSA swabs
  - Psychologist consultation
  - GP/specialist suitability for surgery letter
  - X-ray, MRI, ultrasound
  - Intensive Care Unit
  - Private Ambulance or Transport



### 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. This includes following the pre-operative medical safety advice, attending the scheduled post-operative care appointments and following the correct aftercare and lifestyle advice. 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.
- 3.2** 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.

### 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-£300 to be received at the time of booking the appointment. This includes a secondary consultation free of charge should one be needed.
- 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.



**5.5.** 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

## 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

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:

- 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 except in the case of 6.7 below.
- 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 of a Procedure 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

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 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

**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
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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

**7.5.** 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

**7.6.** 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

## **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. Secondary 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. It is unknown how your tissue may respond or how wound healing will occur after surgery. There a usually a cost associated with any readmission.

**8.2.** 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 after those unpredictable healing variables have been taken into account. 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, subject to provisos in Clauses 8.2 to 8.11, The Clinic will provide all surgical and hospital services for this re-admission at the original charge to the Patient less 50%. 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 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. Should the Patient request any further surgery after this 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:**



- 8.3.** 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
- 8.4.** 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
- 8.5.** 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 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
- 8.6.** 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.
- 8.7.** 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
- 8.8.** 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.
- 8.9.** The Clinic will not offer refunds for a patient unhappy with the outcome of a Procedure, or in any other circumstances
- 8.10.** The readmission surgery must take place on Clinic premises unless specifically agreed in writing by a Clinic director. No full payment or partial payment will be offered towards a readmission offsite, nor a refund for the original procedure.
- 8.11.** 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.
- 8.12.** 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.
- 8.13.** 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.
- 8.14.** 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**

- 8.15.** If, within the first two years of the initial surgery, the operating surgeon believes 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%.

**8.16.** 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.

**8.17.** 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**

**8.18.** 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.

**8.19.** Rhinoplasty is commonly performed as a staged procedure. Each stage will have a separate charge. Overall 10% of patients require further surgery as 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. You are not obliged to undergo a second procedure. This is a subject for discussion with your surgeon. The aim of surgery is to make patients happier about themselves and the results of rhinoplasty are, like all cosmetic procedures, subjective.

**8.20.** Otoplasty is commonly performed as a staged procedure. Each stage will have a separate charge. Overall 15% of patients require further surgery as a second stage to achieve the optimum result, which in itself cannot be fully anticipated due to the healing response of each individual. You are not obliged to undergo a second procedure. This is a subject for discussion with your surgeon. The aim of surgery is to make patients happier about themselves and the results of otoplasty are, like all cosmetic procedures, subjective.

**8.21.** Fat grafting is commonly performed as a staged procedure. Each stage will have a separate charge. Overall 10% of patients require further surgery as a second stage to achieve the optimum result, which in itself cannot be fully anticipated due to the healing response of each individual. You are not obliged to undergo a second procedure. This is a subject for discussion with your surgeon. The aim of surgery is to make patients happier about themselves and the results of fat grafting procedures are, like all cosmetic procedures, subjective.

**8.22.** If you are readmitted for secondary or revision surgery under the terms of Clause 8, 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%

### **9. COMPLAINTS**

**9.1.** The Clinic 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.





**9.2.** 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.

## **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.

## **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.