



TERMS AND CONDITIONS OF BUSINESS FOR TERMS AND CONDITIONS OF BUSINESS FOR CONSULTATIONS, NON-SURGICAL TREATMENTS AND MINOR SKIN 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. FEES

1.1. The Clinic shall invoice for the appointment, and take payment from the Patient for the Hospital Fee and the Medical Practitioner Fee, unless The Procedure is paid for by Private Medical Insurance in which the Hospital and the Medical Practitioner will invoices and take payment from the Private Medical Insurance company directly.

The Hospital Fees

1.2. The Clinic expressly agrees to collect the Hospital fees which includes

- Suitable facilities for the provision of the appointment
- Standard hospital consumables and staffing

The Medical Practitioner Fees

1.3. The Clinic expressly agrees to collect the Medical Practitioner fees as agent on behalf of the Medical Practitioner

1. THE CLINIC’S OBLIGATIONS

In providing an Appointment, Treatment or Procedure for a Patient, The Clinic shall:

- 1.1. ensure that the Appointment, Treatment or Procedure is carried out by an appropriately trained Clinician or Technician;
- 1.2. satisfy itself that the Clinician is insured with the Medical Defence Union, the Medical Protection Society, Royal College of Nursing or another appropriate medical defence or insurance organisation, against claims for professional negligence on terms that The Clinic reasonably considers are normal, given prevailing market conditions at the relevant time;
- 1.3. satisfy itself that the Clinician or Technician holds the necessary qualifications and registrations required for him/her to practice;
- 1.4. provide/arrange suitable facilities for the provision of the Appointment, Treatment or Procedures;
- 1.5. provide the Patient with such information as the Patient may reasonably require to enable him/her to understand the nature of the Appointment, Treatment or Procedure being offered and to decide whether or not to undergo a Appointment, Treatment or Procedure.

2. THE PATIENT’S OBLIGATIONS

- 2.1. The Patient shall be responsible for reading and for making sure that they understand all the literature provided prior to consenting to undergo any Treatment or Procedure, and for complying with all verbal and written instructions concerning the Appointment, Treatment or Procedure supplied by the Clinician and/or the Technician and/or The Clinic. This includes pre-care and aftercare. The Patient shall also be responsible for ensuring timely payment for any Appointment, Treatment or Procedure received or to be received, in accordance with these Terms and Conditions. It is also the Patient’s responsibility to ask any questions that they may have about the Appointment, Treatment or Procedure as to ensure that they have a full understanding of the Appointment, Treatment or Procedure before proceeding. It is the patient’s responsibility to ensure that he or she provide The Clinic with all relevant medical details prior to each treatment.



3. PAYMENT FOR SELF-PAY APPOINTMENTS

- 3.1. The Patient shall pay the Fee quoted by The Clinic for an Appointment, Treatment or Procedure prior to an appointment taking place with a Clinician or Technician.
- 3.2. To secure an appointment at the Cadogan Clinic a deposit is required. This is refunded should you need to cancel with 48 hour notice and when you attend the deposit will be deducted from your Appointment, Treatment or Procedure cost. Failure to give the full notice as defined in these Terms and Conditions in Section 6, will result in the deposit being taken by the clinic.
- 3.3. For procedures, payment should be made 48 hours in advance
- 3.4. The Clinic's policy on refunds, as defined in these Terms and Conditions in Section 6, will apply to all fees paid.

4. PAYMENT FOR INSURANCE APPOINTMENTS

- 4.1. 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 your 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 your appointment and claim back from their PMI company.
- 4.2. To secure an appointment at the Cadogan Clinic a deposit is required. This is refunded in full (i) should you need to cancel with 48 hour notice and (ii) after the appointment takes place. The deposit is intended to minimise no-shows that leave a consultant with an empty diary. Failure to give the full notice as defined in these Terms and Conditions in Section 6, will result in the deposit being taken by the Clinic. The deposit request will be processed on the day and may take up to 7 days for your card provider to return.
- 4.3. A 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.
- 4.4. 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
- 4.5. 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.

5. PROCEDURES

- 5.1. For all procedures please follow all the pre-operative guidance sent, including advice on fasting
- 5.2. For all procedures, please follow all the post-operative guidance send and/or given to you by your consultant

6. CANCELLATION AND POSTPONEMENT CONDITIONS AND POLICIES

- 6.1 If a Patient needs to cancel or postpone a Appointment, Treatment or Procedure, it is essential that this be done in Writing. Verbal cancellations or postponements are not accepted. The Clinic incurs obligations and costs from the time of the original booking and the closer to the date of the Appointment, Treatment or Procedure, the more difficult it will be for The Clinic to assign the services reserved for the Patient to another Patient. It is therefore necessary for The Clinic to apply the following cancellation or postponement conditions and refund policies, which will be based upon the date on which the Clinic receives the written request to cancel or postpone the Appointment, Treatment or Procedure.
- 6.2 **Refund Policy:** Fees paid are fully refundable provided written notice of cancellation or postponement is received by The Clinic at least 48 hours (from 7am Monday to 6pm Friday) prior to the scheduled date of the Appointment, Treatment or Procedure. If notice of cancellation or postponement of the Appointment, Treatment or Procedure is received less than 48 weekday hours prior to the scheduled date of the Appointment, Treatment or Procedure, there will be no refund of the Fee for that treatment unless the clinic has been successful in filling the treatment



time with another patient. If a postponement is subsequently cancelled, the original postponement will be treated as a cancellation.

- 6.1. **Notices of Cancellation or Postponement:** Notice of cancellation or postponement of a Appointment, Treatment or Procedure must be submitted in writing by email to a Clinic representative or to cancellations@cadoganclinic.com
- 6.2. **Refunds of courses of treatment:** Where a fee is refundable for a course of treatment, the refund will be calculated on the basis that all received treatments will be charged at the individual treatment price.
- 6.3. **Failure to follow advice:** Prior to their appointment the patient will be informed of any preparation required in advance of the appointment, treatment or procedure. Failure to follow the guidelines may result in cancellation of the appointment, treatment or procedure, reduced appointment time or additional fees being charged
- 6.4. **Non-attendance of appointments:** If a patient does not attend a booked appointment, and does not give written notice of cancellation or postponement at least 48 weekday hours prior to the appointment, the appointment will be deemed as being fulfilled and no refund or rescheduling will be authorised.
- 6.5. **Late Appointments:** If a patient is late for an appointment, the Clinic will do our best to fit the patient into a revised schedule, however this cannot be guaranteed due to the impact on other patients. If the appointment does not go ahead due to a patient arrival, this is treated as a cancellation.
- 6.6. **Suitability for treatment:** The Clinician or Technician will always assess whether treatment is suitable for you or likely to be successful prior to any treatment being carried out. If not the Clinician or Technician will inform you as to the reasons why and you will only be liable for the costs of the initial consultation, where applicable.
- 6.7. **Expenses** No expenses will be reimbursed by the Clinic in the event of a cancellation by either the Clinic, the Patient or the Practitioner
- 6.8. **Products:** Are non-refundable.
- 6.9. **Doctors consultations:** A fee will be charged for Doctors consultations, including if the patient is rejected for being unsuitable for treatment.
- 6.10. **Patient accounts:** Payments allocated to a patients account that are unused within 2 years of payment date will be forfeited.

7. COMPLAINTS

- 7.1. The Clinic endeavours to treat all its patients appropriately, compassionately and fairly. In the event that the Patient is unhappy with any aspect of the service provided, the Patient should notify their patient advisor in an attempt to resolve the matter locally within one year of the appointment.
- 7.2. If they are unable to resolve the complaint to the reasonable satisfaction of the Patient, the Patient should notify the Clinic in writing of their complaint via complaints@cadoganclinic.com and they will receive from the Clinic a copy of the Clinic's Complaints Procedure – Patient Guide, which shall apply.
- 7.3. 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 Consultant in this context within one year of the date of the original procedure as per the Independent Sector Complaints Adjudication Service (ISCAS) guidance for the independent health sector.
- 7.4. After one year, all appointment are chargeable regardless of the situation
- 7.5. No outcome can be guaranteed. Treatment outcomes vary from patient to patient due to a number of factors including, but not limited to, infection, 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 treatment. On this basis, there is usually a charge for further treatment.

8. LIABILITY

- 8.1. Neither the Clinic, the Clinician or the Technician will be liable in contract, tort or otherwise for any economic loss (including, without limitation, loss of profit), or for any other special, indirect or consequential loss or damage arising out of, or in connection with, its provision of any goods and/or services to the patient.
- 8.2. Neither the Clinic, the Clinician or the Technician will be liable for any damage that occurs as a result of the patient's failure to disclose any material details, medical or otherwise.



- 8.3. Neither the Clinic, the Clinician or the Technician will be liable for any damage that occurs as a result of the patient's failure to comply with instructions and/or recommendations given to them by, or on behalf of, The Clinic, the Clinician or the Technician regarding the care of a treated area.
- 8.4. Nothing in these terms of business shall exclude or limit the Clinic, the Clinician or the Technician's liability for death or any personal injury resulting from their negligence.

9. THE CLINICIAN'S OBLIGATIONS AND THEIR RELATIONSHIP WITH THE CLINIC AND THE PATIENT

- 9.1. Any Clinician to whom The Clinic refers a Patient for an Appointment, Treatment or 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.
- 9.2. The Clinician 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
- 9.3. The Clinic cannot accept any responsibility or liability for matters within the scope of the professional and/or legal responsibility of the Clinician
- 9.4. All Clinicians 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 Clinicians.

10. CONFIDENTIALITY AND DATA PROTECTION

- 10.1. The Clinic processes data relating to Patients in connection with the Appointment, Treatment or Procedure provided to those Patients in accordance with these Terms and Conditions.
- 10.2. The Clinic wishes to disclose data relating to Patients to Clinicians and Technicians in the course of the Appointment, Treatment or Procedure and the Patients' consent to such disclosure is considered essential to the Appointment, Treatment or Procedure.
- 10.3. The Patient is deemed to consent to the disclosure of sensitive personal data by The Clinic to Clinicians and Technicians for the purposes of discussing the Patient's Appointment, Treatment or 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. Other than these disclosures or as required by a court of competent jurisdiction, The Clinic will not disclose Patients' sensitive personal data to third parties.

11. FORCE MAJEURE

- 11.1. The Clinic is not liable for any failure to perform any obligation under any Agreement which is due to an event beyond our control including but not limited to any Act of God, infectious disease pandemic, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen.

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.

13. LEGAL JURISDICTION

- 13.1. These Terms and Conditions and the services provided by The Clinic and by Clinicians and Technicians shall be governed by the laws of England and Wales, whose courts shall have exclusive jurisdiction.