



## TERMS AND CONDITIONS FOR PATIENTS CONTRACTED TO A THIRD PARTY PROVIDER AND OPERATED ON AT THE CADOGAN CLINIC

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.

<b>“Confirmation Pack”</b>	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
<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>“Fee”</b>	The fee charged 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 who has entered or is contemplating entering into a contract with The Surgeon and The Clinic for a 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
<b>“Procedure Information”</b>	The Procedure Information that is provided to the Patient by The Clinic
<b>“Psychological Screening and Declaration Form”</b>	The Patient self-declaration questionnaire to allow the Surgeon to assess the Patient psychological suitability and motivations for a Procedure
<b>“Surgeon”</b>	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)



**“Third Party Provider”** A limited liability company with the sole direct commercial relationship with the Patient to provide services under the Third Party Provider’s terms and conditions. Third Party Provider has contracted independently with the Clinic to provide hospital and nursing services only under a separate Service Level Agreement

## 2. THE CLINIC’S OBLIGATIONS

2.1. Under its SLA with the Third Party Provider 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. Under its SLA with the Third Party Provider, The Clinic may also provide, and will itemise and invoice the Third Party Provider separately ahead of the procedures 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. 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. FEES

5.1 The full commercial agreement is between the Patient and the Third Party Provider. The Third Party Provider is responsible to the Patient for all commercial aspects of the contract including fees, service quality and outcomes

5.2 The Clinic, Surgeon and Anaesthetist Fees and service will be agreed separately under SLAs with the Third Party Provider

## 6. CANCELLATION

### Cancellation of a Procedure by a Patient

6.1. Should a Patient wish to cancel a booked Procedure the cancellation charges applied by the Third Party Provider to the patient will apply

## 7. POSTPONEMENT

### Postponement of a Procedure by a Patient

7.1. Should a Patient wish to postpone a booked Procedure the postponement charges applied by the Third Party Provider to the patient will apply

### 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.

## 8. RE-ADMISSION AND REVISION

8.1. The Third Party Provider is responsible for organising readmissions as per the terms of their readmission and revision policies. Any Surgeon, Anaesthetist or Clinic Charges will be born by the Patient or Third Party Provider as per the Terms and Conditions of the Third Party Provider.

## 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 Third Party Provider as soon as possible who is responsible for resolving this complaint, with input from other parties as necessary

10. The Cadogan Clinic provides access to an independent complaint's adjudication service, The Independent Sector Complaints Adjudication Service (ISCAS). It should be noted that whilst the Cadogan Clinic provides access to its subscription at no cost, Third Party Providers taking



advantage of this service will be liable to pay any patient settlement adjudged to be appropriate - and ISCAS adjudication fees resultant from their attending to the case

#### **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.