

TERMS & CONDITIONS

The Terms and Conditions of this Patient Contract apply to all services and procedures carried out by The Hospital Medical Group Ltd. These Terms and Conditions take precedence over the contents of any literature or written material provided by THMG to the Patient where such contents conflict with these Terms & Conditions.

1. DEFINITIONS

- 1.1. "THMG" or the "Company" means The Hospital Medical Group Ltd trading as The Hospital Group
- 1.2. "Patient Information" refers to the information supplied by THMG to its patients both in brochure and letter form
- 1.3. "Procedure" refers to the procedure to be carried out by a Surgeon engaged under a contract of services by THMG
- 1.4. "Surgeon" means a specialist qualified medical practitioner registered with an appropriate body according to the procedure (i.e. Royal College of Surgeons, General Medical Council, British Dental Association, Royal College of General Practitioners, Royal College of Anaesthetists)
- 1.5. "Patient" means any person who has entered into a contract for a Procedure
- 1.6. "Pre-booking" means a booking and payment made prior to Consultation with Surgeon
- 1.7. "Initial Aftercare Period" means the aftercare included within the cost of your procedure. The duration varies by procedure and is defined on your Personal Quotation
- 1.8. "Cost" is Total Surgery Price as detailed on the quotation overleaf
- 1.9. "Consultation" is a pre operative meeting between Patient and Surgeon at which the Patient's suitability for the Procedure is considered

2. OBLIGATIONS AND WARRANTIES

- 2.1. Surgeons are registered with the General Medical Council or British Dental Association and are obliged to maintain full Private Practice Medical Indemnity Insurance with the Medical Defence Union, the Medical Protection Society or other appropriate insurers
- 2.2. All Surgeons are self-employed and make their own clinical decisions at all times. The patient warrants that having read and understood these terms and Conditions that no cause of action in negligence will accrue against THMG for any procedure carried out by the Surgeon. The patient further warrants that he or she has read and understood the Patient Information and fully understands the range of possible outcomes of the proposed procedure
- 2.3. THMG will provide all post-operative medication required (i.e. antibiotics and painkillers) as prescribed by the relevant Surgeon or a doctor.

3. PATIENT'S OBLIGATIONS

- 3.1 This contract is conditional upon the acceptance of the Patient by the Surgeon based upon information given by the Patient during the consultation with him/her. The decision to carry out surgery shall be at the discretion of the Surgeon, the anaesthetist and THMG
- 3.2 Treatment will only be given where satisfactory payment has been received at least 14 days prior to surgery (or as soon as possible for surgery booked less than 14 days in advance, but always prior to surgery)
- 3.3 The Patient acknowledges that the Patient Care Coordinator is not a Doctor or Surgeon. Any advice that the care co-ordinator may give is purely of a general non-medical nature. If the Patient has any queries then this should be raised at consultation with the Surgeon or other suitably qualified clinical staff
- 3.4 The Patient agrees to provide the Surgeon and clinical staff of the hospital with a health history that is honest, accurate, reliable and complete. The Patient understands that withholding any medical information could be detrimental to his or her health and safety and may result in cancellation of your procedure with no refund. The Patient agrees that if any change occurs in his or her medical history or status to inform THMG without delay and to keep THMG informed
- 3.5 The minimum age for any consultation or surgical procedure is 18 years of age

4. GENERAL OBLIGATIONS

- 4.1 THMG reserve the right to alter the Patient's admission date and/or outpatient appointments although such changes will be avoided wherever possible. The Patient agrees that no consequential loss will be payable for the short notice cancellation on any procedure/appointment
- 4.2 The Patient agrees that in signing this set of Terms and Conditions and the Pre-Operative Medical Notes that he/she has understood the terms and has been given an opportunity to seek explanation. The Pre-Operative Medical Notes are designed to ensure that you and your Surgeon are fully agreed as to the procedure that has been planned for before your operation and that you understand all the potential risks and benefits. You must sign this form before surgery commences. The patient accepts that THMG's liability for breach of contract is limited to the operation cost
- 4.3 The Patient will be required to sign a Medical Consent Form at the hospital prior to surgery
- 4.4 In the interest of patient safety and welfare, we reserve the right to cancel or postpone your procedure

5. RESCHEDULING/CANCELLATIONS

- 5.1 Rescheduling - if you need to reschedule your surgery date, an administration fee will apply as follows:
 - 14 days or more notice - £75; 13 days or less notice - £250This policy does not affect the 7 day period of reflection (section 5.2)
- 5.2 Cancellations of bookings – we recommend that you consider all aspects of your procedure for at least 7 days after your Consultation with your surgeon. For up to 7 days following your Consultation, should you wish to cancel your procedure, the deposit and any monies paid for your procedure are fully refundable, with the proviso that the Company has been notified by recorded or guaranteed post to Scheduling Department, The Hospital Group, Stoney Lane, Bromsgrove, Worcs, B60 1LY. The Company reserves the right to retain any irrecoverable costs incurred for arranging transport/travel. After the 7-day period of reflection, the following monies would be retained/payable to defray some of the costs incurred:
 - Cancellations made over 2 weeks prior to surgery date - 25% of total cost
 - Cancellations made 8-14 days prior to date of surgery – 50% of total cost
 - Cancellations made 7 days or less prior to and including date of surgery – 75% of total cost
- 5.3 Cancellations for medical reasons –
 - Cancellations necessary due to previously unknown medical conditions will be rescheduled where possible. If after reasonable consideration the indicated medical condition prevents rescheduling of the procedure, then refund of the monies paid will be given in full to the patient
 - Cancellations due to pre existing medical conditions which were known by the Patient but undisclosed prior to booking the Procedure will be refunded in line with section 5.2 of this contract
 - If the procedure is abandoned intra-operatively due to unforeseen medical conditions, THMG will retain sufficient monies to cover the costs incurred by the Company as reasonably deemed fit and in accordance with the conditions detailed at 3.1 and 4.4
- 5.4 "Pre-booked" appointments for cosmetic or bariatric surgery may be cancelled at any time prior to Consultation and will receive a full refund including the deposit. Cancellations after the Consultation will be refunded in line with section 5.2 above. This does not apply to dentistry or minor surgical procedures

6. COMPLAINTS/READMISSION

- 6.1 The complaints procedure is available on request from our Patient Care Coordinators. If you have a complaint regarding any aspect of your treatment, we recommend that you discuss this with your Patient Care Coordinator in the first instance
- 6.2 Aftercare - The initial aftercare period will include standard postsurgical review appointments within the term specified on your Personal Quotation. Outside aftercare packages, appointments and any subsequent investigations and/or treatment will be quoted and charged separately
- 6.3 Readmission – for up to 3 years after your operation, if, after your operation, you and your Surgeon agree that further surgery (as part of the original procedure) is necessary to assist you in achieving the results originally anticipated, THMG will consider making a contribution to the surgical and hospital costs. If, however, your Surgeon decides that the results of the surgical procedure are acceptable within the normal limits of surgery, then further surgery would incur the full fee. Even after the agreed term THMG will assess separately the circumstances of each patient in determining the basis on which further surgery may be provided. THMG will make the ultimate decision in readmissions and the Company's decision is final
- 6.4 If the Patient fails to attend review appointments or follow advice and guidance given, or where the results of the surgery originally provided have been affected by changes in lifestyle, illness or the natural ageing process, THMG cannot commit to providing continuing surgery at special rates

7. CONFIDENTIALITY

- 7.1 THMG and the Patient agrees that all matters relating to the Patient's treatment will be kept as confidential save where THMG is required to disclose such material to relevant members of medical staff at THMG and/or relevant government authorities be they regulatory or otherwise
- 7.2 The Patient confirms his or her consent to the disclosure of personal information by THMG to Surgeons, Doctors and Nurses and other medical staff for the purpose of discussing Patient's treatment
- 7.3 If required, your Patient Care Coordinator will provide you with the policy on access to medical records
- 7.4 During admission, photographs will be taken. They will remain part of your medical file. We are not able to supply copies

8. JURISDICTION

- 8.1 The laws of England and Wales shall apply to this contract and the Courts of England and Wales shall have exclusive jurisdiction
- 8.2 THMG reserve the right to change these terms and conditions at any time. The latest Terms & Conditions are available on request from our Patient Care Coordinators.