

TERMS & CONDITIONS FOR HANS PLACE PRATICE

These terms and conditions of Business ("Terms and Conditions") apply to the supply of services by Hans Place Practice. In the event of any inconsistency between these Terms and Conditions and the contents of other literature provided by Hans Place Practice to the Patient, these terms and conditions shall prevail.

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these terms and conditions the following words and expressions shall have the meanings respectively set against them:

"Consent Form"	The consent form signed by the Patient consenting to the relevant Procedure
"Doctor"	A general medical practitioner being registered to practice in the United Kingdom.
"Fee"	The Fee charged by Hans Place Practice for the Procedure.
"In writing"	Dated signed letter sent through to the Clinic Manager or by email to reception@hansplace.com) In either case the Patient has to have a written acknowledgment of the cancellation from the Clinic Manager.
"Nurse"	A nurse registered to practice by the Nursing and Midwifery Council.
"Patient"	Any person who has entered or is contemplating entering in a contract with Hans Place Practice for a Procedure.
"Patient's Guide"	An information pack that is made available to the Patient by Hans Place Practice.
"Procedure"	A procedure to be arranged by Hans Place Practice for a Patient and performed by a Doctor or Surgeon.
"Products"	Any cream or other product purchased from Hans Place.
"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 foreign qualification).
"Working Day"	Monday to Friday of any week, other than Bank or public holidays in the UK.

2. HANS PLACE PRACTICE OBLIGATIONS

In providing a Procedure for a Patient, Hans Place Practice shall:

2.1 Ensure that the Procedure is carried out by an appropriately trained Doctor or Surgeon;

2.2 Satisfy itself that the Doctor or Surgeon is insured with the Medical Defence Union, the Medical Protection Society, Royal College of Nursing or another appropriate medical defence or insurance organization against claims for professional negligence on terms that Hans Place Practice reasonably considers are normal, given prevailing market conditions at the relevant time.

2.3 Satisfy itself that the Doctor or Surgeon holds the necessary qualifications and registrations required for him/her to practice.

2.4 Provide suitable facilities for the provision of Procedures.

2.5 Provide the Patient with such information as the Patient may reasonably require to enable him/her to understand the nature of the Procedure being offered and to decide whether or not to undergo a Procedure.

3. THE PATIENT'S OBLIGATIONS

3.1 The Patient shall be responsible for reading and ensuring that they understand any information, consent forms and literature provided prior to consenting to undergo any Procedure and for complying with all instructions concerning the Procedure supplied by the Doctor and/or Surgeon and/or Hans Place Practice.

3.2 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.

3.3 The Patient is responsible to attend follow up appointments as advised by the Surgeon/Doctor.

3.4 The Patient shall also be responsible for ensuring timely payment for any Procedure received or to be received, in accordance with these Terms and Conditions.

4. THE SURGEON AND DOCTOR'S OBLIGATIONS AND RELATIONSHIP WITH THE PATIENT AND HANS PLACE PRACTICE

4.1 The Surgeons and Doctors to whom Hans Place Practice refers a Patient for Procedure are independent contractors in private practice and are not employees of the Hans Place Practice. The Surgeons and the Doctors have a direct professional relationship with the Patient, and are professionally and legally responsible for and accountable directly to the patient for all Procedures provided.

4.2 The Surgeons and Doctors are solely responsible for providing the Patient with detailed clinical information about the Procedure, including detailed pre and post-operative instruction; 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; deciding whether or not the Patient will benefit from and is suitable for the Procedure; and accepting or rejecting the Patient for a Procedure.

4.3 The Surgeon and/or Doctor is responsible for advising the Patient, and where applicable – providing to the Patient, any appropriate care required following a Procedure.

4.4 Hans Place Practice will not accept any responsibility or liability for any Procedures undertaken. This lies within the scope of the Surgeon and/or Doctor who performed the original Procedure. This does not limit or exclude the Groups obligations or liabilities to the Patient in accordance with the law.

5. PAYMENT FOR A PROCEDURE

5.1 The Patient shall pay the Consultation Fee quoted by Hans Place Practice at the time an appointment with the Surgeon or Doctor is made.

5.2 A booking for a Procedure will only be confirmed upon payment of minimum £500 deposit. Failure to pay the outstanding balance in full within 6 working days prior to the Procedure date may result in forfeiture of the booking, in which event it will be deemed to have been cancelled by the Patient. Unless the Doctor/Surgeon advises that the Patient is unsuitable or medically unfit for the Procedure, in which case all monies paid will be refunded, less any services you may have already received. This would include the Doctor's/Surgeon's consultation fee and the pre-operative nurse's anaesthetic screen.

5.3 The Hans Place Practice policy on refunds, as defined in these Terms and Conditions in Section 5, will apply to all deposits and fees paid.

6. CANCELLATION AND POSTPONMENT CONDITIONS AND POLICIES

If a patient needs to cancel or postpone a Consultation or a Procedure, it is essential that this be done in writing and it is the Patient's responsibility to make sure the notice of cancellation or postponement has been received by the clinic within the correct timeframe. Hans Place Practice incurs obligations and costs from the time of the original booking and the closer to the date of the Consultation or Procedure, the more difficult it will be for Hans Place Practice to assign the services reserved exclusively for the Patient to another Patient. It is therefore necessary for Hans Place Practice to apply the following cancellation or postponement conditions and refund policies, which will be based upon the date on which we receive the written request to cancel or postpone the Consultation or Procedure.

6.1 Cancellation of a procedure by the Patient if procedure is booked within 2 weeks from consultation: all patients have a cooling off period from the initial consultation therefore procedures cancelled that are booked within 2 weeks from the initial consultation are entitled to a full refund.

6.2 Cancellation of a Procedure by the Patient for non-medical reasons if procedure booked 2 weeks or after initial consultation: Should the patient wish to cancel a Procedure after he/she has paid the deposit/Fee and a Procedure booking has been confirmed, the Patient must notify Hans Place Practice in writing and the following schedule of cancellation charges will apply:

TABLE 1	
More than 6 working days	No charge
Between 2 and 6 Working Days prior to Procedure	£500
Less than 2 Working Days prior to Procedure	35% of total fee

6.3 Postponement of a procedure by the patient for medical or non-medical reasons: A procedure may be postponed for up to 6 months, provided the Fee has been paid in accordance with Section 4. Hans Place Practice will retain all Fees paid for the account of the Patient during the period of postponement. Should the patient need to postpone the Procedure, the following schedule of postponement charges will apply:

TABLE 2	
Less than 6 Working Days prior to Procedure –under Medical Reason please change to No Charge (not £250)	
Cancellation due to a medical reason will be accepted and no fee will be incurred if the Procedure is postponed to a later date. The Medical reason will need to be disclosed and may need to be verified.	

For IV Sedation patients, the anaesthetist fee will be charged in full in the case of cancellation or postponement with less than 6 Working Days' notice unless Hans Place Practice is able to assign the service to another IV Sedation patient.

If the patient needs to postpone a Procedure for medical reasons the Patient must provide a doctor's report within 10 days of the Patient's notice of postponement, giving a full explanation as to the reason why the Patient must postpone the operation. The postponement charge must be paid at the time of making the postponement in order for the postponement to be valid and so that a new date can be booked for the Procedure, together with the balance, if any, of the Fee resulting from the postponement in order for the postponement to be valid and so that a new date can be booked for the Procedure, together with the balance, if any, of the Fee resulting from the postponement. The Fee ultimately payable for the Procedure will be based on Hans Place Practice fee schedule in force on the new (re-booked) date for the procedure. NB: Should the patient postpone a Procedure and then subsequently cancel the Procedure, the original postponement will be deemed to have been a cancellation. Any charges or refunds arising from such cancellation will be calculated in accordance with Section 5.2 above, based on the date on which Hans Place Practice receives the Patient's written notice of postponement and the original date booked for the procedure.

6.4 Cancellation or postponement of a Procedure by the Surgeon or Doctor: Hans Place Practice reserves the right to cancel or postpone a Patient's Procedure if, in the opinion of the Surgeon, the patient is medically unfit for Procedure or the Procedure the patient has requested is deemed inappropriate for the Patient and there is no alternative Procedure plan to achieve the same purpose. If the Surgeon considers that a postponement of the Procedure is appropriate 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 a full refund of the Fee paid by the Patient will be given, less the Consultation Fee and the fees for any other medical services already provided.

6.5 Postponement of a procedure by Hans Place Practice: Hans Place Practice reserves the right to change the date or venue of the Patient's Procedure if that becomes necessary for reasons beyond Hans Place Practices control. In such a case, the Patient will not be entitled to any refund, provided, in that event, Hans Place Practice 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 6 weeks of the original date booked for the Procedure. The Patient will also be free to choose from other available dates beyond the 6 weeks period over the following 12 months, if that is the Patient's preference.

6.6 Notices of Cancellation or Postponement of a Procedure and/or Consultation: Notice of cancellation or postponement of a Procedure/Consultation must be submitted in writing to the Clinic Manager of the clinic where the Procedure or Consultation takes place. It is the Patient's responsibility to ensure that notices of cancellation or postponement have been received by the Clinic Manager.

6.7 Products purchased are non-refundable.

7. FURTHER CHARGES

In the event of the Surgeon or Doctor's deciding, for the Patient's well-being, to request further investigations (e.g. blood tests, pathology, ECG or x-rays) pre-operatively, costs must be received by the Patient.

8. RE-ADMISSIONS POLICY

8.1 The Surgeons or Doctors to whom Hans Place Practice refers Patients for cosmetic Procedure strive to provide Patients with the best possible outcome of their Procedure. In rare cases the Patients may consider that the outcome of the Patient's Procedure does not meet the expected result agreed between the Surgeon or Doctors and the Patient at the Consultation. In those situations considerations will be given to the possibility of improving the result through further procedure. Further operation on the Patient's post-operative presenting condition will only be carried out at the discretion of the Surgeon or Doctor who performed the operation.

8.2 If the Surgeon or Doctor 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 or Doctor, in line with the expected result agreed between Surgeon or Doctor and Patient at the time of Consultation, then Hans Place Practice will provide all surgical and Hospital services for readmission free of charge to the Patient. If the patient opts for IV sedation for revision surgery this cost will need to be met by the patient.

8.3 If the Surgeon/ Doctor deems that the results of a procedure are acceptable within the normal limits of the surgery and a touch up/revision treatment is justified to optimise the results, then a theatre charge of £800 will be made for further surgery. If the patient opts for IV sedation for further surgery this cost will need to be met by the patient.

8.4 For up to 12 months after the date of your original operation, if you experience any clinical complications and your surgeon agrees that further surgery or treatment is appropriate to address these, Hans Place Practice will provide all surgical and hospital services and nursing care free of charge, any personal expenses such as travel or loss of earnings are the patient's own responsibility.

8.5 Any general tests, investigations or consultations indicated by Hans Place Practice clinical team, within the first 28 day period following surgery, will be provided free of charge. Clinically indicated ultrasound scans requested by the surgeon within 6 months of surgery will be funded by Hans Place Practice. Any care commenced during this period will be continued on this basis as deemed necessary by the clinical team.

Any such tests, investigations or consultations outside this period, will need to be met by the patient.

The readmission policy is subject to the following provisos:

a) The Patient must have attended the recommended routine follow-up appointment scheduled with the Doctor/Surgeon to ascertain the Patient's progress following surgery.

b) Furthermore the Patient must have expressed his/her dissatisfaction with the outcome to Hans Place Practice in writing within 4 months of the date of the original Procedure.

c) In cases where the results of the Procedure originally provided have, in the opinion of the Surgeon or Doctor, been compromised by lifestyle (i.e. weight gain), illness or the natural ageing process, or by the failure of the Patient to fully adhere to the instructions, recommendations or advice of the Surgeon or Doctor regarding post-operative care and lifestyle, Hans Place Practice cannot commit to providing revisionary surgery at reduced rates.

d) Only the Surgeon or Doctor who provided the Procedure is responsible for the outcome of the Procedure of the Patient. If the original operating Surgeon or Doctor is not available, it may not be possible to find another Surgeon or Doctor either willing to undertake revisionary surgery free of charge or even to do so at all, in which case The Group reserves the right to review the basis, if any, upon which any additional surgery is provided.

8.4

9. COMPLAINTS

9.1 In the event that the Patient is unhappy with any aspect of the service provided, the Patient should write to the Clinic Manager as soon as possible and ask for a copy of HPP complaints policy. The Patient will receive a letter within 21 working days to confirm that an investigation into the matter is underway and that a response will be made as soon as possible.

9.2 During the investigation into your complaint, the matter will be discussed with appropriate individuals which may include the practitioner involved with your Procedure. This may require you to attend an additional consultation with that Practitioner if this is appropriate. If you are not satisfied with this initial attempt at resolution or have any objection to being seen by this Practitioner, an independent complaints officer will review your case. The objective being to provide an explanation or solution to the problem causing the complaint.

9.3 When the complaint has been resolved the Medical Director and/or Complaints officer will advise all concerned of the outcome.

9.4 If the complaint is not resolved to the patient's satisfaction, the patient will be advised to write to an independent advocate or contact their local Citizens Advice Bureau.

10. CONFIDENTIALITY AND DATA PROTECTION

10.1 Hans Place Practice processes data relating to Patients in connection with the Procedure provided to those Patients in accordance with these Terms and Conditions.

10.2 Hans Place Practice wishes to disclose data relating to Patients to Clinicians and Technicians in the course of the Procedure and the Patients' consent to such disclosure if considered essential to the Procedure.

10.3 The Patient is deemed to consent to the disclosure of sensitive personal data by Hans Place Practice to Clinicians and Technicians for the purposes of discussing the Patient's procedure.

10.4 The Patient acknowledges that The Group is obtaining this consent for themselves in order that they may comply with the provisions of the Data Protection Act 1998. Other than these disclosure or as required by a court of competent jurisdiction The Group will not disclose sensitive personal data to third parties.

11. LAW AND JURISDICTION

11.1 These Terms and Conditions shall be governed by and construed in accordance with, English Law.

11.2 The Group and the Patient agree to the exclusive jurisdiction of the English Courts.