

TERMS & CONDITIONS FOR HANS PLACE PRACTICE

These terms and conditions ("Terms and Conditions") apply to the supply of services by The Company (as defined below). In the event of any inconsistency between these Terms and Conditions and other literature provided by the Company to the Patient, these terms and conditions shall prevail.

1. DEFINITIONS AND INTERPRETATIONS

The following words and expressions shall have the meanings respectively set against them:

"The Company"	MMMMM LTD (reg 06855791) trading as Hans Place Practice, registered at 43 Hans Place, London, SW1X 0JZ
"Clinic Manager"	The manager of the Hospital at which the appointment for the Procedure or Consultation is made
"Complaint Policy"	Means the Company's policy for dealing with complaints set out at clause 10
"Consultation"	A consultation appointment with a Doctor or Surgeon in respect of a Procedure
"Consultation Fee"	The fee quoted by the Company in respect of a Consultation
"Consent Form"	The consent form signed by the Patient consenting to the relevant Procedure
"Doctor"	A I medical practitioner registered with a licence to practice medicine in the United Kingdom by the General Medical Council
"Surgeon"	A medical practitioner registered with a licence to practice medicine in the United Kingdom by the General Medical Council and who is a Fellow of the Royal College of Surgeons (or equivalent foreign qualification)
"Fee"	The fee charged by the Company for the Procedure
"Hospital"	Means the surgery, clinic, hospital or other office at which the Procedure is carried out or where the Patient attends any appointment with a Doctor, Surgeon or other medical professional in relation to the Procedure
"Patient"	Any person who has entered or is entering in a contract with the Company
"Patient's Guide"	An information pack made available upon request to the Patient by the Company
"Procedure"	A medical procedure or treatment to be arranged or provided by the Company to a Patient
"Products"	Any cream or other product purchased from the Company
"Third Party Costs"	Any costs or late cancellation fees charged by third parties to the Company including, but not limited, the Hospital and the surgeon anaesthetist.
"Day"	Monday to Friday of any week, other than Bank and public holidays in the UK

2. THE COMPANY'S OBLIGATIONS

In providing a Procedure for a Patient, the Company 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 or another appropriate medical defence or insurance organisation against claims for professional negligence on terms that the Company 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; and
- 2.5 Ensure that the Surgeon and/or Doctor are aware of, and agree to, the obligations they have to the Patient under clause 4.

3. THE PATIENT'S OBLIGATIONS

- 3.1 The Patient shall be responsible for reading and ensuring that they understand any information and literature provided prior to consenting to undergo any Procedure and for complying with all pre and post operative instructions concerning the Procedure supplied by the Doctor and/or Surgeon and/or the Company.
- 3.2 It is 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, including possible contraindications and risks.
- 3.3 It is also the Patient's responsibility to disclose to or inform the Doctor and/or Surgeon and the Company of any allergies, medical conditions or factors which would put the Patient at risk of harm as a result of the Procedure or any drugs or medicines administered as part of the Procedure.
- 3.4 The Patient is responsible for complying with all pre and post operative instructions issued to the patient by the Surgeon, Doctor and/or Hospital in advance of the Procedure.
- 3.5 The Patient is responsible to attend follow up appointments as advised by the Surgeon/Doctor.
- 3.6 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 HOSPITAL, SURGEON AND DOCTOR'S OBLIGATIONS AND RELATIONSHIP WITH THE PATIENT AND THE COMPANY

- 4.1 The Surgeons and Doctors to whom the Company refers a Patient for a Procedure are independent contractors in private practice and are not employees of the Company. 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 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; 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 provide to the Patient, any appropriate care required following a Procedure.
- 4.4 The Company 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 Company's obligations or liabilities to the Patient imposed by law in relation to the services provided by the Company.
- 4.5 The Hospital (to the extent the Procedure is performed in third party facilities), Surgeon and any other medical and nursing staff of the Hospital involved in the provision of the Procedure are independent parties and are professionally and legally accountable directly to the Patient for the provision of the Procedure. The Company does not accept any liability for the Procedure provided to the Patient by the Hospital (to the extent the Procedure is performed in third party facilities), Surgeon and any anaesthetists and/or other medical and nursing staff involved in the provision of the Procedure. This does not limit or exclude the Company's liabilities to the Patient imposed by law in relation to the services provided by the Company.

5. PAYMENT FOR A PROCEDURE

- 5.1 The Patient shall pay the Consultation Fee at the time an appointment for a Consultation with the Surgeon or Doctor is made.
- 5.2 A booking for a Procedure will only be confirmed upon payment of minimum deposit of £500. The balance of the Fee must be paid at least 30 working days in advance of the date of the appointment for the Procedure. Failure to pay the balance of the Fee in full by this date may result in forfeiture of the appointment, which is at the Company's sole discretion. In such event the booking will be deemed to have been cancelled by the Patient and the cancellation charges set out at clause 6.4 shall apply.
- 5.3 The Company accepts payment by most major credit cards/debit cards. We reserve the right to charge a credit card handling fee. The Company may accept cheque payments, provided that the cheque clears before the Procedure is due to take place. The Company can only accept cash up to the amount of £2,500. Bank transfer details can be provided to pay for larger sums.
- 5.4 The Company's policy on refunds, as defined in these Terms and Conditions in Section 6, will apply to all deposits and fees paid.

6. CANCELLATION/POSTPONEMENT BY A PATIENT

- 6.1 It is the Patient's responsibility to make sure the notice of cancellation or postponement has been received by the Company within the correct timeframe. The Company 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 the Company to assign the services reserved exclusively for the Patient to another Patient. It is therefore necessary for the Company to apply the following conditions and refund policies, which will be based upon the date on which we receive the request to cancel or postpone the Consultation or Procedure.
- 6.2 Notice of cancellation/postponement of any appointment for a Procedure or Consultation must be submitted in writing to the Clinic Manager along with a copy to the Company.
- 6.3 Consultation Fees are refundable in full provided notice of cancellation or postponement is received at least 72 hours prior to the date of the Consultation. In the event that less than 72 hours notice is provided for cancellation or postponement of the Consultation, the Consultation Fee will not be refundable.
- 6.4 Should the Patient wish to cancel or postpone an appointment for a Procedure after he/she has paid the deposit and a Procedure booking has been confirmed, the Patient must notify the Company and the following schedule of cancellation/postponement charges will apply:

Date of receipt of Cancellation notification	Medical Reason	Non-Medical Reason
More than 21 Days prior to Procedure	No charge	No charge
Between 15-21 Days prior to Procedure	No charge	£500
Between 8-14 Days prior to Procedure	No charge	The higher of 10% of the Fee, or £1,000
Less than 7 Days prior to Procedure	Third Party Costs	The higher of 30% of the Fee, or £1,500
Date of receipt of Postponement notification	Medical Reason	Non-Medical Reason
More than 21 Days prior to Procedure	No charge	No charge
Between 15-21 Days prior to Procedure	No charge	No charge
Between 8-14 Days prior to Procedure	No charge	No charge
Less than 7 Days prior to Procedure	Third Party Costs	£1,000

6.5 **Patients should be aware** that the cancellation or postponement charges also apply if the Company or Surgeon are forced to cancel or postpone the Procedure where a Patient has failed to comply with pre-operative instructions or his/her obligations set out in clause 2 or failed to comply with the requirement to be accompanied at the appointment by a chaperone.

6.6 If the Patient is required to cancel or postpone a Procedure for medical reasons, the Patient must provide a doctor's report within 10 days of the Patient's notice of cancellation or postponement, giving a full explanation as to the reason why the Patient must cancel or postpone the operation. The Fee ultimately payable for the Procedure will be based on the Company's fee schedule in force on the new (re-booked) date for the Procedure.

6.7 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 arising from such cancellation will be calculated in accordance with Section 6.4 above, based on the date on which the Company receives the Patient's notice of postponement and the original date booked for the Procedure.

7. CANCELLATION/POSTPONEMENT BY THE SURGEON, HOSPITAL OR COMPANY

7.1 The Company reserves the right to cancel or postpone an appointment for a Patient's Procedure if, in the opinion of the Doctor or the Surgeon, the Patient unsuitable or 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.

7.2 Where the Patient is deemed unfit for reasons outside of the Patient's control, if the Company or Surgeon consider that a postponement of the Procedure is appropriate, a new date will be offered to the Patient.

7.3 If, in accordance with clauses 7.1 and 7.2, the Doctor, Surgeon and/or Company consider that the Procedure should be cancelled, or if the Doctor, Surgeon and/or Company consider that the Procedure be postponed and the Patient does not wish to accept a new date, all monies paid, including the deposit, will be refunded to the Patient, less any services the Patient may have already received. Such services would include the Doctor's/Surgeon's Consultation Fee and the pre-operative nurse's anaesthetic screen, bloods and any diagnostic test already undertaken.

7.4 If the Doctor, Surgeon or Company cancel the procedure because the Patient is not suitably prepared as instructed in writing or verbally prior to the Procedure and/or if the Patient is deemed unfit for the Procedure due to reasons within the Patient's control (including without limitation where the Patient arrived for the Procedure under the influence of drugs and/or alcohol, or without a chaperone), the cancellation fees at Clause 6.4 shall apply.

7.5 The Company reserves the right to change the date or venue of the Patient's Procedure if that becomes necessary for reasons beyond the Company's control. In such a case, the Company will offer a new date as close to the original date as possible and in any event within 12 month of the original appointment date. If no such alternative date is acceptable to the Patient, the Patient should confirm this to the Company in writing and the Consultation Fee and/or the Fee (less the cost of any services provided to the Patient prior to the cancellation) will be refunded to the Patient.

8. FURTHER CHARGES

In the event of the Surgeon or Doctor's deciding, for the Patient's well-being, to request further investigations (for example, blood tests, pathology, ECG or x-rays) either pre-operatively or later, the costs of such investigations shall be borne by the Patient.

9. REVISION POLICY

9.1 The Doctors and Surgeons to whom the Company refers Patients for a Procedure strive to provide Patients with the best possible outcome of their Procedure. In some cases the Patient may consider that the outcome of their Procedure does not meet the expected result agreed between the Surgeon or Doctor and the Patient at the Consultation. In those situations, considerations will be given to the possibility of improving the result through further procedure. Further Procedures carried out post-operatively will only be agreed at no further charge at the discretion of the Company after consulting with the Doctor or Surgeon who performed the original Procedure.

9.2 If the Doctor or 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 Doctor or Surgeon, in line with the expected result agreed between the Doctor or the Surgeon and Patient at the time of Consultation, then the Company will provide all surgical and hospital services for revision free of charge to the Patient.

9.3 If however, the Surgeon deems that the results of a Procedure are acceptable within the normal limits of surgery, then a charge will be made for further surgery but such further surgery will only be offered if the Surgeon or Doctor considers it to be beneficial.

9.4 **The revision policy is subject to the following provisions:**

- a) The Patient must have attended the routine follow-up appointments 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 the Company 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, 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, the Company is not obliged to provide 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 Company reserves the right to review the policy, if any, upon which any additional surgery is provided.

9.5 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 Company reserves the right to review the policy, if any, upon which any additional surgery is provided.

10. COMPLAINTS

10.1 In the event that the Patient is unhappy with any aspect of the service provided, the Patient should contact the Clinic Manager as soon as possible. Written acknowledgement of the patient complaint will be provided within 2 working days of receipt. The complaint will be dealt with in line with our Complaint Policy.

10.2 During the investigation into your complaint, the matter will be discussed with appropriate individuals who may include the Surgeon or Doctor involved with your Procedure. This may require you to attend an additional consultation with him/her if this is appropriate. If you are not satisfied with this initial attempt at resolution or have any objection to being seen by the Surgeon or Doctor involved with your Procedure, another physician or the Company's medical director will review your complaint.

10.3 The purpose of the review or investigations set out at clause 10.3 is to establish an explanation and solution to the problem causing the complaint. Following the investigation, you will be provided with a detailed response within 20 days.

10.4 If the Patient is not satisfied with the response, the Patient may refer the complaint to the Care Quality Commission.

11. CONFIDENTIALITY AND DATA PROTECTION

11.1 The Company will, during the provision of its services, receive personal data relating to you ("**Personal Data**"). The Company will use Personal Data for the purposes of: providing services; keeping our records up to date; efficient management of its practice; and meeting its legal and regulatory requirements. The Company processes data relating to Patients in connection with the Procedure provided to those Patients in accordance with these Terms and Conditions.

11.2 The Company recognises the importance of respecting the personal privacy of all Patients. The personal data, which may be held on paper or on a computer or other media, is subject to certain legal safeguards specified in the Data Protection Act 1998 (the "**Act**") and other regulations.

11.3 To the extent that we are acting as a data processor for you (as defined in the Act), we will only process Personal Data in accordance with your instructions, and we will take appropriate technical and organisational security measures to protect against the unauthorised or unlawful processing, accidental loss of or destruction or damage to such Personal Data.

11.4 The Patient is deemed to consent to the disclosure of sensitive Personal Data by the Company to clinicians and practitioners for the purposes of discussing the Patient's Procedure.

11.5 The Company may use your data for marketing purposes from time to time. However no Personal Data is shared with third party marketing.

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

12. VARIATION, SEVERABILITY AND WAIVER

12.1 These Terms and Conditions may be varied by us at any time on giving you adequate notice in writing (including by e-mail).

12.2 If and in so far as any part or provision of these Terms is or becomes void or unenforceable, it shall be deemed not to be, or never to have been or formed, a part of the Terms and the remaining provisions shall continue in full force and effect.

12.3 The failure of either party to exercise or enforce any right conferred on that party by these Terms shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

13. LAW AND JURISDICTION

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

13.2 The Company and the Patient agree to the exclusive jurisdiction of the English Courts.

13.3 If any court or other competent authority determines that any term (or part term) of these Terms and Conditions is unlawful, invalid or unenforceable, the term (or part term) shall, to the extent necessary, be severed from these Terms and Conditions so that the Terms and Conditions may continue to the fullest extent permitted by law.

13.4 No persons other than the Company and the Patient shall have any rights under or in connection with these Terms and Conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.