

# TRANSFORM HOSPITAL GROUP

## COSMETIC and BARIATRIC TERMS & CONDITIONS

These Terms and Conditions set out the basis on which The Transform Hospital Group Limited (trading as Transform Hospital Group) and your Surgeon or Doctor provide their respective services to you. The agreement is made between you, and Transform Hospital Group and the Surgeon or Doctor. The Terms and Conditions of business apply to goods and services supplied by Transform Hospital Group, the Surgeon and the Anaesthetist (described in these terms and conditions as “Surgeon or Doctor”). These Terms and Conditions take precedence over the contents of written material provided by Transform Hospital Group and/or the Surgeon or Doctor to the patient (in any written or electronic format including but not limited to all of Transform Hospital Group. Surgeons or Doctors websites (including all forms of social media) and in any written booklets save where the booklets describe the medical procedure which is to be undertaken which is referred to in these terms and conditions as “Patient Information”) and/or any oral representations made by employees, sub-contractors or persons otherwise engaged by Transform Hospital Group, the Surgeons or Doctors. All previous references to “TFHC Ltd” Or “Combine Op Co Ltd” should be replaced by the “Transform Hospital Group”.

### 1. DEFINITIONS and INTERPRETATION

**1.1.** “Transform Hospital Group” means The Transform Hospital Group Limited, Company number 11932035, trading as The Hospital Group and Transform whose registered office is 192 Altrincham Road, Manchester, England M22 4RZ.

**1.2.** “Patient Information” refers to the information supplied by Transform Hospital Group, the Surgeon or Doctor to patients in paper and any electronic format, including but not limited to all its websites (including all forms of social media). Some information which is provided to the patient is prepared by the manufacturer of the products/prosthesis to be used. Transform Hospital Group and/or the Surgeons or Doctors do not accept any liability for the accuracy or otherwise of the manufacturer’s information but believes that the information provided by them is accurate and that the manufacturer is a responsible company.

**1.3.** “Procedure” refers to the medical procedure/operation to be carried out by the Surgeon or Doctor and includes, but is not limited to, obtaining the patient’s informed consent to the procedure, pre and post-operative care and care plans, discharge of the patient from Transform Hospital Group’s premises and appropriate outpatients follow up, including the activities of an Anaesthetist engaged by the patient and who holds a Practising Privileges Agreement or Surgeon’s Contract or is in some other way permitted to carry out medical procedures at Transform Hospital Group’s premises.

**1.4.** “Surgeon or Doctor” (including anaesthetist) means a self-employed person holding themselves out to be a qualified medical practitioner registered with the General Medical Council to practise medicine within the United Kingdom and who holds a Practising Privileges Agreement (or other Agreement) to carry out the procedure as described in the patient quotation (and/or other treatments) at Transform Hospital Group’s premises and who contracts directly with the Patient for the provision of those procedures.

**1.5.** “Patient” means any person who has entered into a contract (on these terms and conditions) with Transform Hospital Group and the Surgeons or Doctors for, in the case of Transform Hospital Group, the provision of the Non-Surgical aspects of a procedure and in the case of the Surgeons or Doctors, the informed consent for and the provision of the procedure, pre and post-procedure consultations, care and care plans and the patient discharge from Transform Hospital Group’s premises. The outcome of the procedure remains at all times

the responsibility of the Surgeons or Doctors with whom the patient contracts separately in accordance with these terms and conditions.

**1.6.** “Non-Surgical” aspects of a procedure means the services provided by Transform Hospital Group, its employees, sub-contractors or persons otherwise engaged by Transform Hospital Group (excluding the Surgeons or Doctors), but excludes all the services that are provided by the Surgeons or Doctors. It includes but is not limited to a nursing pre-procedure health assessment, pre and post-procedure nursing care (whilst an in-patient and at some out-patient post-discharge follow up appointments), administrative services and the use of its premises whilst an in-patient. It does not include the pre-procedure and post-procedure consultation and/or advice and/or treatments including informed consent to undergo the procedure (which include but is not limited to decisions on the suitability of the procedure, medication pre and post-operative care, care plans and discharge of the patient), which remain at all times the responsibility of the Surgeon or Doctor.

**1.7.** “Pre-booking” means a booking and payment made prior to Consultation with a Surgeon or Doctor.

**1.8.** “Initial After-care Period” means the after-care included within the cost of the patient’s procedure. The duration varies by procedure and is defined on the patient’s Personal Quotation.

**1.9.** “Cost” is the total procedure price as detailed on the quotation.

**1.10.** “Consultation” is a surgical aspect of the procedure, it is a pre-procedure meeting between the patient and the Surgeons or Doctors, at which the patient’s suitability for the procedure is considered it also includes any post-operative meeting between the Surgeon or Doctors and the patient. “Consultation” with a Patient Care Co-Coordinator (PCC) and/or any employees, sub-contractors or persons otherwise engaged by Transform Hospital Group (excluding the Surgeons or Doctors) should be regarded as merely assisting the patient to make a choice about the procedures available prior to a Consultation. The PCC and/or employees, sub-contractors or persons otherwise engaged by Transform Hospital Group (excluding the Surgeons or Doctors) are unlikely to be Doctors or Surgeons or medically trained in any way and any advice or representations they give should, in any event, be regarded as purely of a general non-medical nature. The Surgeon or Doctor remains at all times responsible for their advice and treatment.

# COSMETIC and BARIATRIC TERMS & CONDITIONS

**1.11.** “Premises” means any hospital, clinic, or other building, or part thereof, occupied, operated, owned, managed or controlled by Transform Hospital Group or any company within the same group of companies as Transform Hospital Group.

**1.12** “Patient Care Coordinator” (PCC) is a non-medically trained employee of Transform Hospital Group and assists the patient to make a choice about the procedure(s) they wish to undergo and provides a list of Doctors or Surgeons who have Practising Privileges to carry out the procedure(s) at Transform Hospital Group’s premises. These Terms and Conditions take precedence over any oral representations made by the PCC or any other employees, sub-contractors or persons otherwise engaged by Transform Hospital Group including the Surgeons and Doctors, unless they are confirmed in writing by Transform Hospital Group to the patient.

**1.13** The procedure includes the items detailed on the Personal Quotation.

**1.14** “External facilities” are those facilities other than premises, operated, owned, managed or controlled by Transform Hospital Group or any company within the same group of companies as Transform Hospital Group.

**1.15** Any reference to a Clause is a reference to a clause or sub-clause of this Agreement.

**1.16** The headings in this Agreement are for convenience only and shall not affect its construction.

**1.17** Where the context permits, words importing one gender shall be treated as importing any gender.

**1.18** Words in the singular shall include the plural and vice versa.

**1.19** A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

**1.20.** These terms and conditions will apply to any procedure which the patient undergoes, including but not limited to the originally agreed procedure, any revision procedures carried out without further charge to the patient that are related to the original procedure and will apply to all procedures/treatment which is undertaken until the patient is discharged from all out-patient follow-up care/care plans by the Surgeon or Doctor.

## **2. OBLIGATIONS and WARRANTIES.**

**2.1** Transform Hospital Group have before granting a Surgeon or Doctor (including Anaesthetist) Practising Privileges rights or a Surgeon’s or, Doctor’s contract permitting them to practice at Transform Hospital Group’s premises have confirmed that the Surgeon or Doctor is registered with the General Medical Council and that Transform Hospital Group have seen a copy of a private practice indemnity insurance certificate that was current at the date of granting Practising Privileges rights, or a Contract, or other such agreement which permits the Surgeon or Doctor to practice such procedures at Transform Hospital Group’s premises. Transform Hospital Group does not obtain copies of the whole of the policy document and nor does it make any warranties in respect of the content of the same, save as set out above. Transform Hospital Group only suggests a Surgeon or Doctor to the patient from a list of independent self-employed Surgeons or Doctors who hold Practising Privileges with Transform Hospital Group to carry out the procedure that the Patient is considering. Transform Hospital Group does not in anyway recommend the Surgeon or Doctor to the patient and the patient is free to choose a Surgeon or Doctor from

a list of Surgeons or Doctors who hold Practising Privileges with Transform Hospital Group with whom the patient can contract for the provision of the service under these terms and conditions. Transform Hospital Group accepts no responsibility for matters which are within the professional responsibility of the Surgeon or Doctor including the consenting of the patient. All Surgeons and Doctors are independent contractors and are not employed by Transform Hospital Group. Transform Hospital Group shall satisfy itself, as is reasonably practical, the Relevant Practitioner is insured against claims for professional negligence on terms that Transform Hospital Group reasonably considers are normal given prevailing market conditions at the time of the procedure with either the Medical Defence Union, the Medical Protection Society or another UK appropriate Medical Defence or Insurance organisation. The Surgeon or Doctor is solely responsible for maintaining their Insurance as appropriate and in line with the recommendations by the GMC. This includes any appropriate run-off cover and informing their Insurers at the appropriate opportunity of any potential claim. The Patient accepts that Transform Hospital Group are unable to notify a Doctor or Surgeons’ Insurer of a potential claim or that the Surgeons or Doctor maintains their Insurance once they are no longer working with Transform Hospital Group. In signing these terms and conditions the patient expressly agrees that they accept UK insurance and Defence Union Cover is acceptable.

**2.2** All Surgeons or Doctors (including Anaesthetists), are self-employed and make their own clinical decision at all times. The patient warrants that having read and understood these Terms and Conditions that no cause of action in negligence and/or breach of contract will accrue against Transform Hospital Group for any treatment carried out by the Surgeon or Doctor. 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. For the avoidance of doubt Transform Hospital Group is not vicariously or in any other way whatsoever liable for the negligent acts and omissions and/or breaches of contract and/or statutory duty by the self-employed Surgeon or Doctor, such liability remains at all times with the Surgeon or Doctor.

**2.3.** All of the Surgeons or Doctors (including Anaesthetists) which Transform Hospital Group may from time to time introduce to patients are self-employed and contract under these terms and conditions with the patient. They also make their own clinical decision at all times and are responsible for, but not limited to, the procedures pre-operative consultation process, obtaining the patients informed consent, the pre and post-operative care and care plans, the patient discharge from Transform Hospital Group’s premises, the outcome of the procedure and any of the surgical aspects of the procedure for which they are professionally responsible.

**2.4** Transform Hospital Group and the Surgeon or Doctor will provide the procedure as outlined on the Personal Quotation on these terms and conditions. These can change subject to Transform Hospital Group’s and the Surgeon or Doctor’s discretion but must be confirmed in writing.

**2.5** The Surgeons or Doctors (including Anaesthetists) and premises fees are included in the quoted price and Transform Hospital Group acts as their agent in the collection of them. On rare occasions, the Surgeon or Doctor and/or Transform Hospital Group may invoice the patient separately, but the total will not be more than that shown on the quotation.

**2.6.** The patient accepts that no cause of action will accrue against Transform Hospital Group for any aspect of the procedure carried out by the Surgeon or Doctor (including

# COSMETIC and BARIATRIC TERMS & CONDITIONS

the Anaesthetist) or which should have been carried out by the Surgeon or Doctor, including but not limited to the initial consultation, the risks and benefits of the proposed procedure and the recommending of the correct and most appropriate procedure (informed consent), the procedure performed, the prescription of medicine both before and after the procedure, patient discharge, appropriate follow-up consultations, examinations including the pre and post-operative care and care plan and the treatment of any post-procedure complications.

**2.7.** Transform Hospital Group will provide all appropriate medical implants and standard pre and post-operative (procedure) medication relevant to the patient's procedure (e.g. breast implants, gastric bands etc. antibiotics and painkillers) as prescribed by the relevant Surgeon or Doctor. Specialist medications and implants can be prescribed by the Surgeon or Doctor but will not be provided or funded by Transform Hospital Group. Patients attending external facilities will receive post-operative medication directly from the external facility.

### 3. PATIENT'S OBLIGATIONS

**3.1** This contract is conditional upon Surgeons or Doctors (including the Anaesthetists) acceptance of the patient based upon the information given by the patient during Consultation(s) and in the Pre-Operative Assessments. The decision to carry out the procedure shall be at the discretion of the Surgeon or Doctor and/ or Transform Hospital Group's premises manager either jointly or individually and their joint or individual decision will be final.

**3.2** The patient acknowledges that the PCC is not a Doctor or Surgeon or in any way medically qualified. Any advice that the PCC may give is purely of a general non-medical nature. If the patient has any queries then these should be raised at consultation with the Surgeon or Doctor or other suitably medically qualified persons.

**3.3** The patient agrees to provide the Surgeon or Doctor and clinical employees, sub-contractors or persons otherwise engaged by Transform Hospital Group 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 the procedure with no refund. The patient agrees that if any change occurs in his or her medical history or status he/she will inform Transform Hospital Group and the Surgeon or Doctor without delay and will keep Transform Hospital Group and, the Surgeon or Doctor informed. Failure to provide this very important medical history will be treated by Transform Hospital Group as a material breach of contract by the patient.

**3.4** The minimum age for any patient to undergo a pre-procedure consultation is 18 years. Any Doctor or Surgeon or employee, sub-contractor or persons otherwise engaged by Transform Hospital Group can request photographic ID to prove the patient's age and identity before providing treatment a copy of the identification may be made and kept on the patient's file.

**3.5** Advice given to the patient by the Surgeon or Doctor is followed strictly by the patient.

**3.6** The patient discloses before treatment if they smoke, take any drugs (legal or illegal) use an e-cigarette, nicotine patches or any similar device and is responsible to stop their use in accordance with their Surgeon or Doctors instructions. Cancellation due to non-compliance with this clause on the day of admission will require the patient to pay a £1,500.00 rebooking fee in addition to the quoted procedure price.

### 4. GENERAL OBLIGATIONS

**4.1** Transform Hospital Group reserves the right to alter or cancel the patient's admission date and time and/or outpatient appointments although such cancellations or alterations will be avoided wherever possible. The patient agrees that no consequential loss will be payable for any short notice cancellation or alteration of any procedure or appointment date and/or time. The patient also acknowledges and accepts that the time that they are asked to attend at Transform Hospital Group's premises on the day of the procedure may well be many hours before the procedure takes place due to operating theatre lists.

**4.2** The patient agrees and acknowledges that this set of Terms and Conditions and any Pre-Operative Medical Notes and Records made are understood by them, that the information that they have given is accurate and correct and that the patient has been given an opportunity to seek an explanation of both. The patient acknowledges that the Pre-Operative Medical Assessment Documentation is designed to ensure that the patient and the Surgeon or Doctor have fully agreed the procedure that has been planned and that the patient understands before the procedure, the potential risks and benefits of it and has given their informed consent for the procedure to be undertaken.

**4.3** The patient accepts that Transform Hospital Group's and the Surgeon or Doctors total liability for any breach of contract is limited to the procedure costs, save for death or personal injury, fraud or fraudulent misrepresentation or any other act or omission where liability may not be limited or excluded under any applicable law.

**4.4** The patient and the Surgeon or Doctor will be required to sign a Consent Form prior to the procedure.

**4.5** In the interest of patient safety and welfare, Transform Hospital Group reserve the right to cancel, refuse or postpone the patient's procedure at any time without any liability whatsoever to the patient save as set out in clause 5 herein.

### 5. RESCHEDULING/CANCELLATIONS/FAILURE TO ATTEND

**5.1** Transform Hospital Group and the independent Surgeons and Doctors have developed a 3 stage consent policy following the Covid-19 (Coronavirus) outbreak to protect patients, allow them to make an informed consent, limit infection in line with government advice and ensure that they are given adequate time to consider the risks, complications and benefits of surgery;

Stage 1 - Virtual Consultation (usually by a video link) day 1

- Patient and Clinician discuss all treatment options and agree a preferred plan
- Risk and benefits (including no treatment) discussed as part of consultation
- Patient information booklet emailed to patient
- Nurse Telephone pre-op to confirm medical suitability and request GP records

Stage 2 - Face to Face

- Consultation with Surgeon to confirm and agree preferred treatment
- Consent form signed by patient/surgeon must be retained in file and copy of consent form provided to patient
- Pre operative assessment with nurse - sign off medical suitability take bloods and Covid test

## COSMETIC and BARIATRIC TERMS & CONDITIONS

Stage 3 - Day of Surgery at least 14 days from Stage 1 (including the day of the Stage 1 Virtual consultation)

- Reconfirmation of consent with Surgeon (signatures added to form signed at stage 2)
- Second copy of reconfirmed consent retained in file and copy provided to patient

**5.2** Transform Hospital Group recommends that the patient consider all aspects of the patient's procedure for at least 14 days after the patient's Pre Operative/Procedure Consultation with the Surgeon or Doctor at Stage 1 and check the Surgeon or Doctors current GMC registration and professional indemnity insurance arrangements. For up to 14 days following the patient's consultation with the Doctor or Surgeon set out at clause 5.1 Stage 1, should the patient wish to cancel the procedure for any reason whatsoever, any monies paid for the procedure are fully refundable (less any irrecoverable costs already incurred by Transform Hospital Group which includes, but not limited to £150 to cover nurses time taken for pre op and any blood tests etc. at clause 5.1 Stages 1 and/or 2), with the proviso that Transform Hospital Group has been notified by recorded or guaranteed post to their Scheduling Department addressed to: The Transform Hospital Group Limited, 192 Altrincham Road, Manchester, M22 4RZ of the patients wish to cancel under this provision.

**5.3** All monies are non-refundable should the patient wish to cancel the procedure after the 14 day period (as set out in clause 5.2) save as set out in clauses 5.4 to 5.8 of these Terms and Conditions.

**5.4** Cancellations due to known but undisclosed pre-existing medical conditions - Cancellations due to pre-existing medical conditions which were known by the patient but were undisclosed by the patient prior to booking the procedure will not be refunded and will be treated by Transform Hospital Group as a material breach of contract by the patient and the full cost as set out in the patient quotation will be payable by the patient, save where the cancellation is made in accordance with clause 5.2 (14 day cancellation period) of these Terms & Conditions.

**5.5** Cancellations for previously unknown medical reasons - Procedure cancellations necessary due to previously unknown medical conditions (including but not limited to) a positive Covid-19 (Coronavirus) test result taken at Stage 2 (clause 5.1) will be rescheduled when it is deemed safe to do so and is in the patients best interest.. If after reasonable consideration the indicated medical condition prevents rescheduling of the procedure, then a refund of the monies paid will be made in line with section 5.2 to 5.8 of these Terms and Conditions. If the procedure is abandoned once started due to unforeseen medical conditions, Transform Hospital Group and the Surgeons or Doctors in their absolute discretion may retain sufficient monies to cover the costs incurred by them.

**5.6** Any cancellations made on medical grounds by the patient will require the patient to provide proof of the condition, including date of knowledge, from their GP or medical team providing their treatment.

**5.7** Rescheduling - if the patient needs to reschedule the procedure date for any reason whatsoever, an administration fee will apply as follows:

- £75 if rescheduled with 14 days or more notice prior to the date of admission;
- £250 if rescheduled with between 13 and 14 days notice prior the date of admission

- £500 if rescheduled with 3 days or less notice from the date of admission

This policy does not affect the 14 day period of reflection (clause 5.2).

**5.8** Cancellation - After the 14-day period of reflection (clause 5.2) the following monies will be retained/payable to Transform Hospital Group and the Surgeons or Doctors to defray some of the costs incurred by them unless the reason for the cancellation is because of a non-disclosed medical condition known to the patient. In this circumstance no refund will be given (clause 5.4):

a. The patient surgery is cancelled as the surgeon deems the Patient not to be surgically suitable at Stage 2 (clause 5.1) - the patient will be reimbursed 100% of the total cost. Transform Hospital Group and the Surgeons or Doctors will not retain/charge any monies.

b. If the patients Treatment plan significantly changes from the consultation at Stage 1 (clause 5.1) to the consultation at Stage 2 (clause 5.1)- The patient has the option of being reimbursed 100% of the total cost or alternatively rescheduling, not less than 14 days from the Stage 2 (clause 5.1) consultation. Transform Hospital Group and the Surgeons or Doctors will not retain/charge any monies.

c. If the documentation from the Stage 1 (clause 5.1) virtual consultation does not reflect the Stage 2 (clause 5.1) face to face consultation and the patient wishes to cancel - The patient will receive a 100% refund of the total cost paid by them. Transform Hospital Group and the Surgeons or Doctors will not retain/charge any monies.

d. Cancellations, not as a result of clause 5.8 a, b or c, or clause 5.2 over 14 days prior to the procedure date - the patient will be entitled to receive a refund of 75% of the total cost paid by them. Transform Hospital Group and the Surgeons or Doctors will retain/charge the patient 25% of the cost.

e. Cancellations, not as a result of clause 5.8 a, b or c, or clause 5.2 made 8-14 days prior to date of the procedure - the patient will be entitled to receive a refund of 50% of the total cost paid by them. Transform Hospital Group and the Surgeons or Doctors will retain/charge the patient 50% of the cost.

f. Cancellations, not as a result of clause 5.8 a, b or c, or clause 5.2, 7 days or less prior to and including date of the procedure - the patient will be entitled to receive a refund of 25% of the total cost paid by them. Transform Hospital Group and the Surgeons or Doctors will retain/charge the patient 75% of the cost.

Stage 1 and 2 (clause 5.1) "Pre-booked" initial consultation / appointments may be cancelled at any time by Transform Hospital Group, the Surgeons or Doctors or the patient prior to the consultation/appointment. In such circumstances the patient will receive a full refund of any money paid including any deposit paid, unless the consultation/appointment is rescheduled in which case no refund will be made.

Cancellations/rescheduling of any other consultation/appointments of any other nature by:

(i) Transform Hospital Group or the Surgeon or Doctor will be refunded in full unless the consultation/appointment is included within the quoted price, or if the consultation/appointment is rescheduled in both cases there will be no refund.

(ii) the patient, without good reason (such good reason to be determined by Transform Hospital Group in its absolute

# COSMETIC and BARIATRIC TERMS & CONDITIONS

discretion) will be charged an administration fee of £100.00 or the full fee for the consultation/appointment whichever is the larger, even if the fee is included within a pre-paid package. The patient will be recharged for any rescheduled appointment/consultation in full. If Transform Hospital Group accept that the patient has a good reason Transform Hospital Group may waive or reduce these fees as they in their absolute discretion think fit in all of the circumstances.

iii) A patient £25 refundable deposit is taken prior to arranging a medical aesthetic consultation with a clinician. Should the patient not attend or provide 48 hours' notice of a cancellation, Transform Hospital Group reserves the right (in its absolute discretion) to retain this deposit against the wasted cost of the clinician's time. All subsequent medical aesthetic consultation/treatment bookings also require a £25 active deposit and this clause applies to that subsequent deposit.

## 6. COMPLAINTS/READMISSION

The complaints procedure is available on request from the patient's PCC. If the patient has a complaint regarding any aspect of their treatment, Transform Hospital Group recommends that the patient discuss this with their PCC in the first instance. Any and all complaints made to Transform Hospital Group must be made in writing in accordance with Transform Hospital Group's complaints procedure within 6 months from the date of the patient's procedure or incident about which the patient is complaining. If after using Transform Hospital Group's usual complaints process no resolution can be reached, Transform Hospital Group may refer the complaint for independent mediation. Referral will be conditional on the basis that all parties are bound by the outcome. Transform Hospital Group may be responsible to fund the mediation. The Patient agrees that all medical records can be released to the appointed Arbitration Officer. Settlements reached using this method will be considered by Transform Hospital Group, the Surgeon or Doctor and the patient as binding and as a Full and Final settlement of all and any claims howsoever arising.

## 7. AFTER-CARE & READMISSION

**7.1** After-care - The initial after-care period will include standard post procedure review appointments within the period specified in the patient's Personal Quotation. The patient is referred to Transform Hospital Group's website for full details of Transform Hospital Group's patient after-care policy. The patient may wish to download this information for their records. A paper copy can be obtained from Transform Hospital Group at 192 Altrincham Road Manchester M22 4RZ. Transform Hospital Group reserves the right to change their after-care policy from time to time. In case of any doubt, the after-care policy in force at the date of this contract will be applied. The patient after-care policy starts on the day of the procedure. When the after-care period applicable to the patient's procedure has expired, any subsequent investigations and/or treatment will be quoted for and charged separately.

**7.2** Readmission - If, during the after-care period set out in the patient's quotation and referred to at section 7.1 the patient and the Surgeon or Doctor agree that a further procedure (as part of the original procedure) is necessary, Transform Hospital Group and the Surgeon or Doctor will consider contributing to the surgical and those involved in their care for the purposes of discussing the Patient's Treatment. The Patient acknowledges that Transform Hospital Group is obtaining this consent for themselves in order that they may comply with the provisions of GDPR

**7.3** If the patient fails to follow advice and guidance given (both

pre and post-procedure), or where the results of the procedure originally provided have been affected by changes in lifestyle, illness or the natural ageing process, Transform Hospital Group and the Surgeon or Doctor will not provide continuing procedures.

## 8. CONFIDENTIALITY

**8.1** Transform Hospital Group, and the patient agree that all matters relating to the patient's treatment will be kept as confidential save where Transform Hospital Group is required to disclose such material to relevant members of medical and other staff at Transform Hospital Group and/or the self-employed Surgeons or Doctors (including the Anaesthetists) and/or relevant Government authorities be they regulatory or otherwise, and/or in circumstances where the patient is deemed to have, either explicitly or impliedly, waived his/her rights to confidentiality.

**8.2** The patient confirms his or her consent to the disclosure of personal information by Transform Hospital Group to independent Surgeons or Doctors, Anaesthetists and Nurses and to its employed Nurses and other employees or persons otherwise engaged by them for the purpose of discussing a patient's treatment and to any other hospitals facility/premises (including but not limited to NHS facilities and/or private non-NHS hospital facilities and Doctors or Surgeons) should emergency treatment be necessary at premises that are not owned, managed, occupied or controlled by Transform Hospital Group or one of its group companies.

**8.3** If required, a patient's PCC will provide the patient with the policy on access to medical records. Records will be supplied only to the patient.

**8.4** Images may be taken before, during and after the patient's procedure for documentation purposes by the Surgeon or Doctor. They will remain with the Surgeon or Doctor but could also be held at Transform Hospital Group's premises.

**8.5** Transform Hospital Group are committed to uploading patient details as requested by the Department of Health and any other regulatory bodies, your agreement to these terms and conditions is your consent to release these details without prior notification.

## 9. PAYMENTS

**9.1** Any funds held on a patient's account that remain outstanding for a period of 12 months from the date of receipt will be retained by Transform Hospital Group and will not be refundable to the patient in accordance with these Terms and Conditions (in particular section 5). Any refund that is deemed appropriate in these circumstances will be made at the sole discretion of Transform Hospital Group.

**9.2** Where any deposit and/or monies paid for the patient's procedure are found to be refundable in accordance with any section of these Terms and Conditions, such refund will only be paid to the patient as named on the Personal Quotation.

**9.3** The procedure will be immediately cancelled if the balance is not paid in full 30 days before the day of the procedure. If the procedure is cancelled on the grounds of non payment by Transform Hospital Group the patient will be invoiced for and be liable to pay Transform Hospital Group's administration and other costs which will not be more than 75% of the total cost of the procedure as set out in the patient's Personal Quotation. In these circumstances an invoice will be raised which should be paid within 14 days from the date of the invoice.

# COSMETIC and BARIATRIC TERMS & CONDITIONS

**9.4** Patients who have pre-booked their procedure or are awaiting medical clearance with a procedure date within 30 days will be required to settle their balance in line with Transform Hospital Group's normal process as set out in this section, whilst awaiting the further information. If after receipt of the information the patient is found medically unsuitable for treatment at any Transform Hospital Group premises a refund will be issued to the patient.

**9.5** Funds are non-transferable between patients or different procedures for the same patient.

**9.6** Transform Hospital Group reserves the right to request identification from the person settling the account. Should this not be available the procedure may be cancelled and a cancellation fee will apply as set out at section 5.

**9.7** Patients booking a procedure less than 30 days before their admission will be required to pay in full at the time of booking.

**9.8** Following registration, you may be asked to provide a deposit and Transform Hospital Group may make confidential enquiries at credit reference agencies to enable them to offer a full range of payment options for any treatment you may need. The patient may be able to see the enquiry on their file, but it will not be available to any other organisations, which means that there is no impact on the patient's credit rating, and the results will not be disclosed to any third party. All personal and medical information contained within this registration will remain confidential and will not be disclosed to any third party without the patient's express consent.

**9.9** Patients settling their account in cash should note that if a full or partial refund is required either a bank transfer or bankers draft will be issued. No refund will be made in cash.

**9.10** Refunds will take up to 28 days to process.

## 10. DATA PROTECTION ACT 2018 - GDPR

Transform Hospital Group Data Protection and GDPR and privacy Terms and Conditions are shown on Transform Hospital Group's websites, copies can be provided on request from

your PCC. Transform Hospital Group processes data relating to Patients in connection with the relevant Treatment provided to those Patients in accordance with these terms and conditions. Transform Hospital Group wishes to disclose data relating to Patients to the Relevant Practitioner in the course of the Relevant Treatment and Transform Hospital Group wish to have the consent of the Patient to such disclosure. The Patient is deemed to consent to the disclosure of sensitive personal data by Transform Hospital Group to the Relevant Practitioner, Hospitals

## 11. JURISDICTION

The laws of England and Wales shall apply to this contract and the Courts of England and Wales shall have exclusive jurisdiction.

## 12. ILLEGALITY

If any provision or term of these Terms and Conditions or any part of them shall become or be declared illegal invalid or unenforceable for any reason whatsoever such terms or provisions shall be divisible from these Terms and Conditions and shall be deemed to be deleted.

## 13. ENTIRE AGREEMENT

These Terms and Conditions embody and set out the entire agreement and understanding of the patient, Transform Hospital Group and the Surgeons or Doctors and supersedes all prior oral or written agreements, understandings or arrangements. These Terms and Conditions can only be varied by Transform Hospital Group, the Surgeon or Doctor and the patient in writing.

## 14. WAIVER

No forbearance or indulgence by Transform Hospital Group or the Surgeon or Doctor shown to the patient or granted by Transform Hospital Group or the Surgeon or Doctor in respect of any breach of any section of these Terms and Conditions shall in any way affect or prejudice the rights of Transform Hospital Group or the Surgeon or Doctor under these Terms and Conditions or be taken as a waiver of such breach or any subsequent breach

**PATIENT NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_