

PATIENT DOCUMENTATION

Patient Terms & *Conditions*

The basis on which Transform, and the Consultants we introduce you to, provide your care from booking through to discharge.

→ Frequently asked questions

Answers to the questions patients ask most, before the full terms below.

When can I cancel and what does it cost?

When you book with us for a procedure, we allocate resources and pre-pay for a variety of services that are required for you. So, when you cancel, we still have to pay for some of these services out of pocket. How much you pay to cancel a procedure will depend on how much notice you provide us with as this determines our reasonable costs. Please read the terms below.

If you cancel and we have already provided services to you, or these have been booked and you have not attended, i.e. a Consultation or other pre-operative investigation, we will charge for the cost of these services.

When can you cancel and what happens?

If you smoke or use nicotine of any kind, or may experience passive smoking with those around you, you must check with your Consultant as most procedures require the cessation of use of (or exposure to) nicotine products within a specified period before the procedure. If you do not stop or a nicotine test (which is our validated test) is found to be positive on the day of surgery and we need to cancel or reschedule your procedure, we will be forced to charge a fee of £3,000 which represents our costs of cancellation / rescheduling, which must be paid before we can reschedule your procedure.

Sometimes we are forced to reschedule procedures because of circumstances outside our control (i.e. storms, floods, issues with utility providers or the unexpected unavailability of Consultants, etc.). If this happens, we will do our best to reschedule your procedure at a time that suits you, but we cannot cover costs incurred by you such as expenses relating to childcare or earnings.

What should I read before coming in for my procedure?

These terms and conditions in their entirety, any patient information provided to you by our team, or the Consultant. If you have any further non-clinical questions, please ask your PA, and if you have any clinical questions, please ask your Consultant.

What else do I need to know in particular?

You should always be aware that the results of any clinical and/or cosmetic treatments or procedures we offer, by their nature, involve a degree of subjectivity and whilst your Consultant will advise you about the probable outcomes, no outcome is ever guaranteed.

THE AGREEMENT

These terms set out the basis on which Transform Medical Services Limited and your Consultant provide their respective services to you. The agreement is made between you and Transform and the Consultant. The Terms and Conditions apply to goods and services supplied by Transform, the surgeon, and the anesthetist (described in these terms and conditions as a "Consultant").

These Terms and Conditions take precedence over the contents of written material provided by Transform and/or the Consultant to you (in any written or electronic format including but not limited to all of Transform, Consultant 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; this 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 or a Consultant.

1. Meaning of words in these terms

1.1 “Transform” “us” or “we”

“Transform” “us” or “we” means Transform Medical Services Limited, company number 16036219, whose registered office is 132 Manchester Road, Rochdale, Greater Manchester, England OL11 4JQ (trading as Transform, Transform Expression, Transform Cosmetic, Transform Identite, Transform Medical Services and Transform Weight Loss).

1.2 “You”

“You” means the patient reading these terms and conditions.

1.3 “Patient Information”

“Patient Information” refers to the information supplied by us or the Consultant to you about your procedure (whether online or in paper format).

1.4 “procedure”

“procedure” refers to the medical procedure/operation to be carried out by the Consultant and includes obtaining informed consent, pre- and post- operative care, provision of care plans, discharging you and any appropriate follow-up care including revisions.

1.5 “Consultant”

“Consultant” means doctors, surgeons, and anesthetists that we introduce you to for your procedure.

1.6 “Non-Surgical” aspects of a procedure

“Non-Surgical” aspects of a procedure means the services provided by us, our employees, sub-contractors or persons otherwise engaged by us (excluding the Consultant), and excludes all the services that are provided by the Consultant. 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 our 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 includes but is not limited to decisions on the suitability of the procedure, medication pre- and post-operative care, care plans and your discharge), which remain at all times the responsibility of the Consultant.

1.7 “Initial Aftercare Period”

“Initial Aftercare Period” means the aftercare included within the cost of your procedure.

1.8 “Cost”

“Cost” is the total procedure price as provided by your Patient Adviser and only covers the services and goods detailed in the Quotation.

1.9 “Consultation”

“Consultation” is a surgical aspect of the procedure, it is a pre-procedure meeting between you and the Consultant, at which your suitability for the procedure is considered. It can also refer to any post-operative meeting between the Consultants and you. Consultations/conversations with a Patient Adviser (PA) and/or any employees, sub-contractors or persons otherwise engaged by Transform (excluding the Consultant) are not included in the above definition. Consultations/conversations with a Patient Adviser (PA) should be regarded as merely assisting you to make a choice about the procedures available prior to a Consultation between you and a Surgeon / Doctor. The PA and/or employees, sub-contractors or persons otherwise engaged by Transform (excluding the Consultant) are unlikely to be Doctors or Surgeons or medically trained in any way and any advice or representations they give you should, in any event, be regarded as purely of a general non-medical nature. The Consultant remains at all times responsible for their advice and treatment. For the avoidance of doubt, Consultation fees will only cover the first consultation, and not any further Consultations, investigations or procedures required unless we waive fees at our absolute discretion.

1.10 “PA”

“PA” means a Patient Adviser who is a non-medically trained employee of Transform.

1.11 “Pre-op Assessments”

“Pre-op Assessments” means any further pre-operative procedures, tests, scans or appointments clinically recommended before your surgery goes ahead.

1.12 “Quotation”

“Quotation” means the document sent to you by your PA at the time of booking which details exactly what is included in the Cost.

1.13 Application of these terms

These terms and conditions will apply to any procedure which you undergo, 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 Consultant.

2. What we are responsible for

2.1 Transform will arrange a call with you to understand the procedure you are seeking. One of our Patient Advisers will assist you. PAs are not medically qualified or clinically trained, but they will help you choose which Consultant you would like to carry out your procedure.

2.2 Consultants are always self-employed and independent contractors who carry their own professional indemnity insurance and are qualified medical practitioners registered with the General Medical Council. We check the status of Consultants and their background, including checking their surgical qualifications, registration with the GMC, evidence of professional indemnity (at the time of joining us), checking CVs and obtaining references and DBS checks amongst other due diligence procedures. If they pass our checks, we will grant them the ability to carry out procedures in our premises (we call this “practicing privileges”).

- 2.3** You choose your Consultant. We do not choose Consultants for you – we provide a list of vetted Consultants that you can choose from.
- 2.4** We are not responsible for the aspects of the procedure that Consultants have medical discretion to perform. Consultants make their own clinical decisions at all times, and are responsible for specific parts of the process including (but not limited to): ensuring you are fit for the procedure, that you understand the risks and benefits of the procedure, that you have a care plan which is right for you, that you understand that no outcome is guaranteed, that you consent to the risks, that the procedure itself is carried out properly and you receive all medications you should receive, to discharge you from our premises, and check that your procedure has given rise to acceptable results and carrying out any revisions that you might need.
- 2.5** You understand that no cause of action in negligence or breach of contract will accrue against us for any treatment carried out by the Consultant. You agree you have also read and understood the patient information and fully understand the range of possible outcomes of the proposed procedure. For the avoidance of doubt, we are not vicariously or in any other way whatsoever liable for the negligent acts and omissions or breaches of contract and/or statutory duty by the Consultant.
- 2.6** The Consultant fees are included in the Quotation and Transform acts as their agent in the collection of them.
- 2.7** The Quotation will specify what is included in the price. Anything not specified will be an additional cost payable by you.
- 2.8** If you need any Pre-Op Assessments these will be arranged for you by us before your procedure date.

3. What you are responsible for

- 3.1** You must give us the correct information about yourself during Consultation(s) and in the Pre-Operative Assessments. The decision to carry out the procedure shall be at the discretion of the Consultant or us and our decision is final.
- 3.2** You agree to provide the Consultant and us with a health history that is honest, accurate, reliable and complete. You understand that withholding any medical information could be detrimental to your health and safety and may result in cancellation of your procedure with no refund. You agree that if any change occurs in your medical history or status, you will inform Transform and the Consultant without delay.
- 3.3** You must be over the age of 18 and we may ask for proof of ID.
- 3.4** You must follow the advice of your Consultant or our nurses or PAs.

3.5 · SMOKING AND NICOTINE

You must tell us if you smoke or take any kind of drugs, use e-cigarettes, vapes, nicotine patches or anything similar. Your Consultant may require you to stop using nicotine-based devices and cancellation or rescheduling of your procedure because of failure to stop use in time will incur a non-negotiable fee of £3,000 (what it costs to rebook your procedure at short notice).

4. Changes to your procedure

- 4.1 Sometimes, we must alter or cancel your admission or outpatient appointments although we avoid this wherever possible. You agree that no consequential loss will be payable for any cancellation or alteration that we could not reasonably avoid.
- 4.2 You will have an appointment with a Patient Adviser who will arrange your first consultation with a Consultant. The Consultant will go through the procedure with you along with all risks and possible complications and you will have at least 14 days to consider whether the procedure is right for you. This is your opportunity to make sure you are happy with your Consultant and the procedure. You may choose to have your procedure earlier than this, which may be possible, but depends on how prepared you are for the procedure and whether your Consultant agrees.
- 4.3 If you cancel or reschedule your procedure in the following circumstances, you will be charged as follows:

CANCELLING OR RESCHEDULING: WHAT IT COSTS

CIRCUMSTANCE	WHAT HAPPENS
You cancel within 14 days of the Consultation with the Consultant (the Cooling Off Period)	Free of charge *Except in the case of orthopaedic procedures. For the avoidance of doubt, all orthopaedic procedures require a non-refundable deposit of £550 to secure a Consultation and pre-operative assessment. *Unless we have already provided services, for example Pre-Op Assessments *Unless you have agreed to have your procedure within 14 days of the Consultation by exception, in which case the full procedure fee is payable
Your procedure has been cancelled because of something in your medical history you knew but did not tell us about	Full cost will be charged (unless within 14 days of your Consultation)
Your procedure has been cancelled because of a new medical condition you have been diagnosed with after your Consultation	We will reschedule your procedure free of charge to a time when it is safe to carry out and your Consultant agrees. If you cannot reasonably have the procedure because of a medical condition, we will refund your procedure charge less any treatments or services already provided i.e. Pre-Op Assessments. You will need to provide us with a letter from your GP or other doctor confirming the condition and when you found out.
You want to change the date of your Consultation, pre-operative appointment or other investigation (not your procedure) with more than 72 hours' notice	No charge

CIRCUMSTANCE	WHAT HAPPENS
You do not attend or want to change the date of your Consultation or any Pre-Op Assessments (not your surgical procedure) with less than 72 hours' notice	The full charge will be payable and will not be refunded or deducted from your final bill
You want to change the date of your surgical procedure with more than 32 days' notice (before you are admitted to our premises for the procedure)	£100
You want to change the date of your procedure with more than 15 but less than 32 days' notice (before you are admitted to our premises for the procedure)	£1,000
You want to change the date of your procedure with less than 15 days' notice (before you are admitted to our premises for the procedure)	£2,500
We consider you no longer medically fit for the procedure (not because of something you didn't tell us)	You will receive a full refund less the cost of any services already provided including Consultations or Pre-Op Assessments
You want to cancel your procedure and give us more than 32 days' notice (before your scheduled admission to our premises for the procedure)	You will be entitled to a refund equating to 100% of the total procedure cost (or 100% of the total amount you have paid to date, whichever is lower) less the cost of any services we have provided to you and your deposit (if outside of the Cooling Off Period)
You want to cancel your procedure and give us less than 32 days' notice (before your scheduled admission to our premises for the procedure)	You will not be entitled to a refund except in exceptional circumstances and at our absolute discretion

5. Complaints

- 5.1** procedures do not always go as planned and results cannot be guaranteed. If you have any concerns, please reach out to your Patient Adviser in the first instance. If you would like a copy of our complaints policy, this can be found here on our website. Our complaints policy outlines the process you should follow to make a formal written complaint.
- 5.2** We have a structured complaints process which is multi-stage, and which usually results in resolution.

6. Aftercare

- 6.1** After your procedure, you will be booked in for standard post-procedure review appointments and any required emergency re-admissions. You agree that you have read our Aftercare Policy. Aftercare is included in your procedure for the period stated in the Aftercare Policy. When the aftercare period has expired, any subsequent investigations or treatment will be quoted for and charged separately.
- 6.2** We may not be able to provide aftercare or revision procedures if your results have been affected by changes in lifestyle or if you have not followed our aftercare instructions or Aftercare Policy. If you request a revision which is not clinically indicated and which is merely a cosmetic improvement to your results, we may charge you for that procedure.

7. Confidentiality and data protection

- 7.1** Both you and us agree that all matters relating to your treatment will be kept as confidential save where we are required to disclose such material to the self-employed Consultant, our legal advisers, regulators, bankers or insurers, third party providers who we use to deliver services to you, and/or relevant Government authorities. We are required to record certain details (such as implant details) with the Implant Registry, and records of private care received with the Private Healthcare Information Network (PHIN), and you agree to this.
- 7.2** You can ask for a copy of your medical records by asking your Patient Adviser.
- 7.3** We may take images before, during and after your procedure for the purpose of medical record keeping. We will ask you for permission before using them for any other purpose.

7.4 · DATA PROTECTION OFFICER

Our Data Protection Officer is Eric Anglin and can be reached at legal@transforminglives.co.uk.

- 7.5** Our Data Protection and GDPR policy are shown on our website. We process your data in connection with the relevant treatment provided to you in accordance with these terms and conditions.

8. Payments

- 8.1** We will ask you to pay a percentage of your total procedure cost at the time of booking. Any funds held on your account that remain outstanding for a period of 12 months from the date of receipt will be retained by us and will not be refundable to you in accordance with these Terms and Conditions. Any refund that is deemed appropriate in these circumstances will be made at our sole discretion.
- 8.2** We can only refund payments to the payer.
- 8.3** If you are unable to settle the balance of your account 42 days before the day of the procedure, we will be required to cancel it and no refunds will be applicable. If you wish to rebook, administrative fees will apply.

- 8.4** If you are still waiting for third party medical reports or records within 42 days of your procedure, your balance is still due in accordance with clause 8.3. If your results then deem you unsuitable for the booked treatment, you will be entitled to a full refund less the cost of the services already provided.
- 8.5** If you book a procedure and it is scheduled within 42 days of your admission, you need to pay the full balance at the time of scheduling.
- 8.6** We may need copies of your ID for our payment providers.
- 8.7** Following registration, you may be asked to provide a deposit, and Transform 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. You 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 your credit rating, and the results will not be disclosed to any third party without your express consent. All personal and medical information contained within this registration will remain confidential and will not be disclosed to any third party without your express consent.
- 8.8** When settling your account in cash, you 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.
- 8.9** Refunds will take up to 28 days to process.

9. Jurisdiction

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

10. Illegality

- 10.1** 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. The deletion of any such clause will not render these Terms and Conditions void, voidable or unenforceable.

11. Entire agreement

- 11.1** These Terms and Conditions embody and set out the entire agreement and understanding between and amongst you, the Consultant and us, and supersedes all prior oral or written agreements, understandings or arrangements. These Terms and Conditions can only be varied by us, the Consultant and you in writing.

12. Waiver

- 12.1** No forbearance or indulgence by us or the Consultant shown to you or granted by us or the Consultant in respect of any breach of any section of these Terms and Conditions shall in any way affect or prejudice our rights or the Consultant's rights under these Terms and Conditions or be taken as a waiver of such breach or any subsequent breach.

13. Zero tolerance

- 13.1** We reserve the right to ensure our staff are treated with respect at all times. Any deviation from this may result in refusal of services.

TRANSFORM

*Clear terms, so you can focus
on your care.*