

TERMS & CONDITIONS FOR THE PRIVATE CLINIC

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" TPC Group Limited, a company incorporated in England & Wales (company number 14493595) with registered office at 98 Harley Street, London, W1G 7HZ

"Clinic Manager"	The manager of the Hospital/Practice 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 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 general medical practitioner registered with a licence to practice medicine in the United Kingdom by the General Medical Council
"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 or other clinical professional in relation to the Procedure
"Patient"	Any person who has entered or is entering in a contract with 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 doctor(s).
"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;
- 2.2 Satisfy itself that the Doctor 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 holds the necessary qualifications and registrations required for them to practise;
- 2.4 Provide suitable facilities for the provision of Procedures; and
- 2.5 Ensure that the Doctor is 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.

- 3.2 It is the Patient's responsibility, having read the aforementioned information and literature to ask any questions that they may have about the Procedure.
- 3.3 It is also the Patient's responsibility to disclose to or inform the Doctor(s) 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 (including smoking/vaping status).
- 3.4 The Patient is responsible for complying with all pre- and post-operative instructions issued to the patient by the Doctor(s) and/or Hospital in advance of the Procedure.
- 3.5 The Patient is responsible to attend follow up appointments as advised by the 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 AND DOCTORS'S OBLIGATIONS AND RELATIONSHIP WITH THE PATIENT AND THE COMPANY

- 4.1 The 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 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 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. In all discussions relating to a planned Procedure, the Doctor should follow the principles as set out in GMC guidance '*Shared Decision making and Consent*'.
- 4.3 The 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 clinical actions or decision making by the Doctor around Procedures undertaken. This lies within the scope of the 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.

5. PAYMENT FOR A PROCEDURE

- 5.1 The Patient shall pay the Consultation Fee at the time an appointment for a Consultation with the Doctor is made.
- 5.2 A booking for a Procedure will only be confirmed upon payment of a minimum deposit of £1,000. The balance of the Fee must be paid at least 30 working days in advance of the date of the appointment for the Procedure. Where the procedure is planned sooner than 30 days after the 'cooling off' period (14 days from consultation), the balance payment is required immediately after the cooling off period, on day 15. 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 7.5 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 does not accept cheque payments. The Company

can only accept cash up to the amount of £2,000. 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. Where a deposit is paid within the 'cooling off' period (14 days from consultation) this can be refunded without charge up to and including day 14 from the consultation, should the patient change their mind and decide not to proceed.

6. POSTPONEMENT BY A PATIENT

- 6.1 Postponed procedures are defined as procedures where the original booking is cancelled and is either rebooked or a commitment to rebook is made with relevant postponement fees being paid where appropriate within 14 days of the original procedure date being cancelled.
- 6.2 Subject to the fees outlined in section 6 of these Terms and Conditions to account for TPC Group Ltd losses and associated costs.
- 6.3 It is the Patient's responsibility to make sure the notice of 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 postpone the Consultation or Procedure.
- 6.4 Notice of cancellation/postponement of an appointment for a Procedure or Consultation must be submitted in writing to the Patient Co-ordinator and/or via email to cancellations@theprivateclinic.co.uk
- 6.5 Consultation Fees are refundable in full provided notice of cancellation or postponement is received at least 3 working days prior to the date of the Consultation. In the event that less notice is provided for postponement of the Consultation, the Consultation Fee will not be refundable.
- 6.6 If the Patient is required 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 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 In the event of a postponement, any postponement fees due must be paid at the point of rebooking the new procedure date.
- 6.8 Postponed procedures will be treated as cancellations with appropriate fees applied if the postponement fee is not paid within 14 days of the postponement notification date.
- 6.9 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 7.5 below, based on the date on which the Company receives the Patient's notice of postponement and the original date booked for the Procedure.
- 6.10 Should the Patient wish to cancel or postpone a booked procedure, the Patient must notify the Company and the following schedule of postponement charges will apply. Note that the postponement fees must be paid at the point of booking a new procedure date.

POSTPONEMENT FEES

Date of receipt of postponement notification	Medical Reason	Non-Medical Reason
More than 21 Days prior to Procedure	No charge	No charge
Between 20-10 Days prior to Procedure	No charge	10% of procedure fee
Between 9-4 Days prior to Procedure	No charge	15% of procedure fee
Less than 3 Days prior to Procedure	No charge	25% of procedure fee

7. CANCELLATION BY A PATIENT

- 7.1. Cancellations are defined as procedures where the original booking is cancelled in its entirety with no further booking being made, at which point and refunds due to the patient will be made.
- 7.2. It is the Patient's responsibility to make sure the notice of cancellation 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 the Consultation or Procedure.
- 7.3. Notice of cancellation of any appointment for a Procedure or Consultation must be submitted in writing to the Patient Co-ordinator and/or via email to cancellations@theprivateclinic.co.uk
- 7.4. Consultation Fees are refundable in full provided notice of cancellation is received at least 3 working days prior to the date of the Consultation. In the event that less notice is provided for cancellation of the Consultation, the Consultation Fee will not be refundable.
- 7.5. Should the Patient wish to cancel a booked procedure, the Patient must notify the Company and the following schedule of cancellation charges will apply:

Cancellation Fees		
Date of receipt of cancellation notification	Medical Reason	Non-Medical Reason
More than 21 Days prior to Procedure	No charge	No charge
Between 20-10 Days prior to Procedure	No charge	25% of procedure fee

Between 9-4 Days prior to Procedure	No charge	50% of procedure fee
Less than 3 Days prior to Procedure	No charge	70% of procedure fee

8. CANCELLATION/POSTPONEMENT BY THE DOCTOR, HOSPITAL OR COMPANY

- 8.1 The Company reserves the right to cancel or postpone an appointment for a Patient's Procedure if, in the opinion of the Doctor, 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.
- 8.2 Where the Patient is deemed unfit for reasons outside of the Patient's control, if the Company or the Doctor consider that a postponement of the Procedure is appropriate, a new date will be offered to the Patient.
- 8.3 If, in accordance with clauses 8.1 and 8.2, the Doctor and/or Company consider that the Procedure should be cancelled, or if the Doctor 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 Consultation Fee and the pre-operative nurse's anaesthetic screen, bloods and any diagnostic test already undertaken.
- 8.4 If the Doctor or Company cancel/postpone 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 fails to disclose known medical conditions and/or arrived for the Procedure under the influence of drugs and/or alcohol, continuing to smoke/vape or without a chaperone), the cancellation fees at Clause 7.5 shall apply.
- 8.5 If the Doctor or Company cancel/postpone the procedure because the Patient has failed to follow the required pre-operative instructions, including but not limited to a requirement to remain 'nil by mouth' for a specific time prior to a Procedure, having a chaperone available to accompany the patient home post-surgery, the need to stop smoking or stop certain medications as requested by the clinical team, as well as any other pre-operative instructions, the cancellation fees at Clause 7.5 shall apply.
- 8.6 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 soon as possible and in any event within 12 months 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.

9. FURTHER CHARGES

In the event of the Doctor's deciding, for the Patient's well-being, to request further investigations (for example, blood tests, pathology, ECG or x-rays, psychological assessment, nicotine test or

other medical assessment) either pre-operatively or later, the costs of such investigations shall be borne by the Patient.

10. REVISION POLICY

10.1 The Doctors to whom the Company refers Patients for a Procedure strive to provide Patients with the best possible outcome for the Patient from the Procedure. In rare cases, the Patient may consider that the outcome of their Procedure does not meet the expected result agreed between the Doctor and the Patient at the Consultation. In those situations, consideration will be given to the possibility of improving the result through further procedure. Any additional Procedures carried out post-operatively will only be agreed at no further charge at the discretion of the Company after consulting with the Doctor who performed the original Procedure. The Doctor may refer the matter to the respective multidisciplinary team (MDT) in order to achieve a consensus on the most appropriate treatment plan for the Patient.

10.2 If the 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 Doctor, in line with the expected result agreed between the Doctor and Patient at the time of Consultation, then consideration will be given to the possibility of improving the results through further surgery. Further surgery on the Patients post operative presenting condition will only be carried out at the discretion of the Surgeon who performed the Procedure. The Company will provide all surgical and hospital services for this readmission at the original charge to the patient less 50%.

10.3 Should the patient request any other additional revision surgery this will be provided at a cost to the Patient. If, however the Surgeon, decides that the results of a Procedure are acceptable and within the normal limits and known risks of surgery, then the original charge, less 20%, will be made for further surgery but such surgery will only be offered if the Surgeon consider it to be beneficial and, in the Patients, best interests.

10.4 The Surgeon who provides the Procedure is responsible for the outcome of that Procedure and is solely responsible for undertaking any further surgery. It is not possible to request another surgeon under the terms of this readmission policy. If the original operating Surgeon is not permanently available, for example due to retirement, it may not be possible to find another Surgeon willing to undertake revision surgery at the reduced rates, in which case The Company reserves the right to review the basis, if any, upon which any additional surgery is provided

10.5 The readmission surgery must take place on Company premises unless specifically agreed in writing by a Company director. No full payment or partial payment will be offered towards a readmission offsite, nor a refund for the original procedure.

10.6 In the event the patient has independently organised further surgery with a Third-Party Surgeon after the original procedure but before the readmission to the Company then this re-admission policy is invalidated, and all further surgery will be subject to the Company's current normal prices.

10.7 The revision policy is subject to the following provisions:

- (a) the Patient must have attended the routine follow-up appointments scheduled with the Doctor to ascertain the Patient's progress following treatment and adhered to the post operative instructions provided;
- (b) the Patient must have expressed their dissatisfaction with the outcome to the Company within 6 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 Doctor,

been compromised by lifestyle, weight gain/loss or weight fluctuation, illness or the natural ageing process, or by the failure of the Patient to fully adhere to the instructions, recommendations or advice of the Doctor regarding post-operative care and lifestyle, the Company is not obliged to provide revisionary surgery at reduced rates; and

- (d) only the Doctor who provided the Procedure is responsible for the outcome of the Procedure of the Patient. If the original operating Doctor is not available, it may not be possible to find another Doctor either willing to undertake revision 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 Procedure is provided.
- (e) in cases where the results of the Procedure originally provided have, in the opinion of the Surgeon, been compromised by lifestyle (including but not limited to smoking, alcohol, drug use, weight gain or exposure to the sun), illness, the natural ageing process or by any failure of the Patient to fully adhere to the instructions, recommendations or advice of the Surgeon regarding postoperative appointments or care and lifestyle, The Company cannot commit to providing revision surgery at special rates.

10.8 Procedures with Breast Implants

If, within the first two years of the initial surgery, the operating surgeon believes that a Baker Grade III or IV capsular contracture has taken place, a Patient may be readmitted for remedial treatment at the Company list price less 50%. Should the capsular contracture take place between two and four years of the initial surgery, further remedial surgery will be chargeable at The Company list price less 25%. Should any further capsular contracture take place any further remedial surgery will be chargeable at The Company list price less 10%. If, within the first two years of the initial surgery, the operating surgeon believes that an implant rupture has taken place, a Patient may be readmitted for remedial treatment at no cost to the Patient. The same brand of implant will be used unless the Patient wishes to purchase additional implants. Should the rupture take place between two and four years of the initial surgery, further remedial surgery will be chargeable at The Company list price less 25%. A rupture must be confirmed by a radiologist's report and approved by a director of The Company. The radiologist report will need to be arranged and paid for by the patient.

Non-Compliance with Pre-Operative Instructions: If a patient fails to follow the required pre-operative instructions, the Company reserves the right to cancel their procedure in full. **In such cases, the company is under no obligation to reschedule or offer an alternative appointment.**

11. COMPLAINTS

In the event that the Patient is dissatisfied with any aspect of the service provided, the Patient/or individual acting on behalf of the patient (the complainant) should raise the complaint with the Clinic Manager at the local clinic where they are registered as a patient or via email at complaints@theprivateclinic.co.uk. All complaints should be raised within six months of the incident you are concerned about, wherever possible.

- 11.1 The complaint will be dealt with in line with our Complaints Procedure (a copy of which can be provided on request).
 - a) Written acknowledgement of the complaint will be provided within 3 working days of receipt,

providing details of the Complaint Handler.

- b) You will be offered a meeting so that the detail of your complaint can be clarified.
- c) During the investigation into your complaint, the matter will be discussed with appropriate individuals who may include the Doctor who performed your Procedure. This may require you to attend an additional consultation with them as appropriate.
- d) A full written response to your complaint will be provided by the Complaint Handler at Stage 1 within 20 working days of raising of the complaint or regular updates will be provided every 20 working days where there is a delay in the investigation being carried out.
- e) Should the complainant not be satisfied with response at stage 1 and wish to escalate their complaint for interval review at stage 2, this should be done so in writing, as per The Private Clinic's Complaints Procedure, within six months of the final response at stage 1.
- f) The Senior staff member assigned to provide an internal review of the investigation will respond within 20 working days to confirm agreement with the decisions taken by the Complaint Handler at Stage 1 or offer an alternate resolution.
- g) Where the complainant is not satisfied with the review response at Stage 2, they can refer the matter to stage 3, which is independent external adjudication. This must be within six months of the final response at stage 2. When making a referral to ISCAS (the external adjudicator), any offer of resolution that had been made will be withdrawn.

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.

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