

Patient Terms and Conditions

Please read these **Terms** carefully.

They set out the basis upon which you will be provided with treatment at Refine Surgical Limited.

Words in bold have specific meanings, which are set out in the Definitions section of these **Terms**. Please ensure you read the **Terms** in relation to our charges carefully. If you want to check how much something costs, please ask.

You can always check by asking us if there is something that you would like explaining further before you sign the consent form agreeing to our terms and conditions. Please pay particular attention to the sections in these **Terms** about Consultants and Aesthetic Practitioners (AP). Consultants and Aesthetic Practitioners involved in your Care are independent practitioners and are not employees of Refine Surgical Limited. The Contract between you and Refine Surgical Limited for your care is different from, and separate, to the contract that you have with your consultant/ AP (which may or may not be written).

Please ensure you read this document carefully which is part of your Contract with Refine Surgical Limited.

If you are unsure about how your Contract works, please ask.

1. Funding your care

You agree to pay for your Care.

You will remain responsible for the payment of your care for any charges at an agreed price that has been quoted; these will be clearly communicated to you without any obligation to proceed.

You will have been sent written information that confirms the price and how to pay.

Your **Treatment Communication** will confirm the Fixed Price for your care that you are to receive under your **Treatment Package**. Unless your **Treatment Communication** says otherwise, your Fixed Price in relation to your Treatment Package includes:

- All Consultants' fees while you are having treatment and your nursing care, including post discharge (for example, for the removal of stitches and changing of dressings).

- Operating theatre charges: all assessments to determine your fitness for surgery immediately pre-admission.
- All assessments, treatments, drugs and dressings you may need during your procedure.
- Your essential medical or surgical equipment.
- All take home drugs that you require on the advice of or as prescribed by your consultant for up to 14 days following discharge.
- Treatment for any clinical complications, subject to section 2 below.

What is not included in the Fixed Price.

The following items are not included in your Fixed Price. If you have not paid for these already, you will be asked to pay for these separately at an agreed rate documented in writing (unless otherwise stated) in your **Treatment Communication**. The items not included in your Fixed Price are:

- A. Your initial consultation and any tests carried out at the time of that consultation.
- B. Care not listed in your **Treatment Package**.
- C. Care that you receive anywhere other than at the Refine Surgical Limited, where you have booked your **Treatment Package**.
- D. Care you receive that is not related to your **Treatment Package**, including treatment of complications and any condition associated with, or arising as a result of the treatment.
- E. Reimbursement of any costs related to travel, sustenance, time off work or loss of income.

What happens if I decide not to go ahead.

If you decide not to go ahead with your **Treatment Package**, you will need to pay for the care that you have received up until the point of cancellation. This will be charged at an agreed rate provided to you in writing, but you will not have to pay more than the Fixed Price in relation to items which are included in the Fixed Price.

- We reserve the right to charge a cancellation fee in accordance with section 5 below if you cancel your treatment after the 14 day cooling off period.

If you have already paid for your **Treatment Package** and cancel after the cooling off period we will refund your payment, less any amount that you owe to Refine Surgical Limited and/ or the Consultant/ AP (as relevant, see section 4 below). Please note that we will pay any refund (by cheque or electronic transfer) only to the cardholder or person who made the original payment. We do not pay cash refunds.

Note that if your consultant/ AP cancels your **Treatment Package** because they consider it is not in your best interests for medical reasons, and you have already paid for your **Treatment Package**, we will refund this payment in full. You will only pay for any care that you have received up until the point of such cancellation.

What happens if my surgery is shorter than expected.

If your surgery at Refine Surgical Limited is shorter than anticipated, you will not be entitled to receive a refund of any portion of your Fixed Price.

2. Complications

While the Hospital and your Consultants/ APs will do their best to ensure a satisfactory outcome, no clinical procedure is entirely risk-free, and the results of any treatment cannot be guaranteed with complete certainty.

You will be supplied with information sheets on your treatment, including complications and will be given a copy of your signed consent form before treatment; if you have not received this information you agree to inform us immediately.

Further information on the nature of surgery including complications is available on our website.

Your Fixed Price includes the cost of treatment and management of any clinical complications identified by your consultant as arising directly out of the treatment you received as part of your **Treatment Package**. This is provided that you have followed the advice of your consultant and any other medical professionals involved in your care, (for all cosmetic **Treatment Packages**, any clinical complication is identified by your consultant/ AP and must be within 12 months of your original treatment date).

Refine Surgical Limited does not accept any responsibility for any cost or charges not sanctioned by Refine Surgical Limited.

Refine Surgical Limited does not accept any responsibility for any costs including but not limited to; travel, sustenance or loss of earnings or income due to complications post treatment.

Refine Surgical Limited does not accept any responsibility for any costs including but not limited to; travel, sustenance or loss of earnings or income due to further tests, investigations or referrals to other colleagues and/ or providers that may become necessary.

3. What if I'm unhappy with the outcome of my Treatment Package

If your consultant/AP agrees that the outcome of your cosmetic treatment was not in line with the expected outcome (excluding any complications) that was discussed and documented with you before your treatment, then your Fixed Price will include the cost of one episode of revision treatment so long as you notify Refine Surgical Limited in writing, within 12 months of your original treatment date.

If you are unhappy with the outcome of any episode of aesthetic revision treatment, then any further treatment will not be included in your Fixed Price.

Treatment for clinical complications and aesthetic revisions includes any consultations and treatment which your consultant says you need and which Refine Surgical Limited is able to provide. Where we are unable to treat your clinical complications, you agree that appropriate follow-up care may be provided by your GP or the NHS.

Refine Surgical Limited shall not be liable for any costs related to treatment from other providers.

4. Consultants/ Aesthetic Practitioners (APs)

A. While at the hospital, you will be under the care of your nominated consultant/ AP. Refine Surgical staff, including nurses, will provide your care under your consultant's/ AP's instructions.

B. Consultants/ APs involved in your Care are independent practitioners and are not employees of Refine Surgical Limited. Accordingly, Refine Surgical Limited will not be liable for any act or omission of a consultant/ AP (or the company or partnership that employs or engages the consultants). The consultant will be responsible for the care he/she gives you.

C. Any Consultant/ AP fees relating to your care may be charged to you by your consultant/ AP. Such fees will normally be invoiced and collected by your consultant/ AP directly. Alternatively, for Treatment Packages, Refine Surgical Limited may expressly agree to act as collection agent on behalf of the consultant/ AP. This means that if we issue invoices on the consultant/ AP's behalf and/or collect then pass on the fees due to the consultant/ AP, this is merely for the administrative convenience of all parties.

5. Cooling off periods and cancellations

You have the right to a 14 day cooling off period during which we will issue a full refund for any **Treatment Package** that has been booked. After this period any refund for cancellations will be at the discretion of Refine Surgical Ltd. We reserve the right to charge a cancellation fee if you cancel any appointment with Refine Surgical Limited after your 14 day cooling off period following the payment for your scheduled appointment or admission date.

A cancellation fee may be based on any care that you have received up to the point of cancellation and/ or any other reasonable costs that the hospital has incurred

6. Other Terms and Conditions:

Your Contract with Refine Surgical: By signing the treatment consent form you agree to be bound by these **Terms**.

Policy Conflicts: If there is any conflict between these **Terms** and the **Treatment Letter** or registration form, these **Terms** will take precedence. If there is any inconsistency between the contract and any marketing material, the contract will take precedence.

Changes: Refine Surgical Limited may update these **Terms** from time to time however any changes will only apply to any new episode of care or new **Treatment Package** that you receive, and you will be asked to agree to any new **Terms** before they become effective for you.

Note that any new **Terms** will not apply to any **Treatment Package** which is partway through when the **Terms** are changed.

Notices and your contact details: You agree to keep us updated of any changes in your contact details.

Your property: Hospitals can be busy environments: While we will take all care to ensure the safety of your belongings, Refine Surgical Limited does not accept any responsibility for the theft or loss of, or damage to, any of your or your visitors' property or belongings. Refine Surgical Limited does not take any responsibility for any loss or damage to any vehicle whilst in the car park.

Children: Refine Surgical does not treat patients under the age of 18 years old. Any persons under this age can wait in the communal areas but access to clinical areas will be limited by essential needs only.

Changes in Applicable Law: You acknowledge and accept that Applicable Law may change and prevent Refine Surgical Limited from providing certain care. If Refine Surgical Limited becomes aware that such a change has occurred and the change influences your care, Refine Surgical Limited will contact you to inform you of this and its consequences.

Assignment: Refine Surgical Limited may transfer and assign your contract to any person who acquires all or substantially all the assets of Refine Surgical Limited.

Third Party Rights: Except for you or Refine Surgical Limited, no person will have any rights under or in connection with these **Terms**.

Law and the Courts: These **Terms** are governed by and shall be construed in accordance with English law and the courts of England and Wales shall have non-exclusive jurisdiction.

Definitions:

“Applicable Law” means any and all laws, regulations, guidelines and professional obligations applicable to the provision of Care or the performance of services for you, including the requirements as regards treatment, procurement, research and storage of reproductive material;

“Care” means care, treatment, diagnosis, services (including Sundry Items) and goods provided by us; **“Consultants”** means all consultants, aesthetic practitioners, surgeons, anaesthetists and self-employed GPs involved in your Care;

“Contract” means these Terms, along with the Registration Form and, if applicable, your Treatment Letter;

“Fixed Price” means how much you will pay for your Treatment Package, as set out in your Treatment Communication;

“Hospital” means Refine Surgical Hospital, clinic or facility;

“Private Patients” means all patients that are not NHS patients and includes patients who are paying for their own treatment, whether by way of a Treatment Package or otherwise;

“Refine Surgical”, “we” or “us” means (a) Refine Surgical Limited where the Hospital in which you receive your care is operated by Refine Surgical Limited.

“Sundry Items” means personal items incidental to your care, including newspapers and phone calls.

“Terms” means these terms and conditions.

“Treatment Communication” means the email/ text/ letter and or any other written communication that we send to you (if applicable) regarding your Treatment Package or Care; and

“Treatment Package” means the treatment or procedures that will be carried out at the Hospital as set out in your Treatment Letter and for which you have agreed.