Patient Terms and Conditions

Lake Medical Clinic (LMC)

Contents

1. DEFINITIONS

Lake Medical Clinic is abbreviated into 'LMC' for the purposes of this document.

CONFIRMED
An operation can only be *confirmed* once the Surgeon Consultation has taken place, the patient has reflected for the mandated time, a deposit has been received, and the paperwork has been validated.

DAYS
Where days are not stated as "working days" they are days of the normal 7 day-week including UK Bank or Public Holiday.

DEPOSIT
An agreed sum of monies used to reserve space on an operating list which is non-refundable once outside the 14 days reflection and cooling off period.

GENERAL MEDICAL COUNCIL (GMC)
Is a public body that maintains the official register of Medical Practitioners within the United Kingdom.

LMC CLINICAL TEAM
A team of clinical and medically trained staff who review Patient situations and can approve clinical decisions should they deem appropriate.

MISSED APPOINTMENT CHARGE
Failure to provide 48 hours' notice of non-attendance will result in a missed appointment charge of:

- Non-Clinical Appointments: £25
- Clinical Appointments: £25

PATIENT
Any person who has entered into a contract with LMC requesting a consultation for a surgical Procedure (including but not limited to the nursing care and administrative functions provided to the Patient by LMC employees only) with the outcome of the Procedure being the responsibility of the Surgeon or Doctor.

PRE-OPERATIVE ASSESMENT
An assessment carried out by a member of the LMC Clinical Team. A key juncture where payment in full is required.

PATIENT INFORMATION
Information provided to patients in accordance with the Independent Health Care Standards and in line with regulations set by the Care Quality Commission (CQC), Health Inspectorate Wales (HIW) and Independent Healthcare Sector Complaints Adjudication Service (ISCAS).

This could include:

- Brochures, leaflets, videos, emails, advice and any associated letters, and any other information provided online or offline. LMC do not take responsibility for manufacturer's information but believes the information provided to be accurate at the time of delivery
- Patient Action Plan (PAP) – A list of next steps
- General Cosmetic Surgery Guide (GCSG) – A guide to the steps and what to expect throughout the Patient journey
- Procedural Summary (PS) – A summary of key dates, the Procedure, Surgeon and agreed price

PROCEDURE
Refers to the medical procedure to be carried out by the Surgeon/Doctor and includes the activities of an Anaesthetist.

REFLECTION AND COOLING-OFF PERIOD
A period of 14 days from the date of the initial consultation with the operating Surgeon/Doctor, where consultation notes are completed.
LMC recommends in accordance with 'Guidance for Doctors Who Offer Cosmetic Intervention', GMC 2016 and guidelines identified in *'Good Medical Practice in Cosmetic Surgery' (*in liaison with the General Medical Council) that Patients have an adequate time for reflection.

RESERVED
If the Patient decides to pay a deposit to reserve a date for their operation prior to attending the initial consultation with the operating Surgeon/Doctor, a deposit will be required.

Understood and acknowledged: Signature:_____ Name: _____ Date: _____

SURGEON/DOCTOR (including Anaesthetist)
Means an independent Medical Practitioner who is registered with the General Medical Council to practice medicine within the United Kingdom and who holds a Practising Privileges Agreement to carry out the Procedure with LMC at appropriate premises.

WEEK(S)
'Week' refers to a period of seven (7) days and where several weeks are mentioned, the number of weeks should be multiplied by 7 to give the number of days.

WORKING DAY
Monday to Friday of any given week except for a UK Bank or Public Holiday.

2. LMC'S OBLIGATIONS

2.1 LMC shall engage independent Surgeons and Medical Practitioners who:

- Are registered with the General Medical Council
- Hold the qualifications and experience required under Schedule 3 of the Health and Social Care Act (Regulated Activities) Regulations 2010
- Have been granted Practising Privileges at the Clinic or Hospital where they are to perform the Procedure

Surgeons and Medical Practitioners are engaged as independent contractors, and are professionally and legally liable for, and are directly accountable to the Patient for their own tortious acts and breach of contract. They are obliged to maintain private practice medical indemnity insurance with the Medical Defence Union, the Medical Protection Society or any other insurer (within the United Kingdom) that is appropriate in accordance with the GMC guidelines. LMC is not vicariously or in any other way liable for the acts, omissions, or breach of contract by the independent Surgeon or Doctor; such liability remains at all times with the Surgeon or Doctor.

2.2 LMC shall engage an independent Surgeon or Medical Practitioner to perform the Procedure.

2.3 Provided that the Patient has complied with the obligations of this agreement, and at the discretion of the Surgeon or Medical Practitioner, LMC will engage the Surgeon or Doctor to provide Aftercare to the Patient.

2.4 LMC cannot accept any responsibility or liability for any matter which may be within the professional or legal liability of the independent Surgeon or Doctor.

2.5 LMC shall comply with the provisions under the General Data Protection Regulations (Regulation (EU) 2016/679), as will its independent Surgeons and Doctors who are registered with the Information Commissioner's Office (ICO) as data controllers.

3. FEE & PAYMENT TERMS

Deposit:

A deposit is required should you wish to schedule a date for your procedure.

The deposit amount will depend on the point at which you schedule the procedure. A £600 deposit is required should you opt to schedule an operation after attending a surgeon consultation.

Payment Terms:

Payment in full of £ will be required immediately following the lapse of the 14-day reflection, cooling off period and second consultation.

Any failure to clear the balance in full in line with these terms and conditions may result in the procedure date being changed, or even cancelled.

Understood and acknowledged: Signature:_____ Name: _____ Date: _____

THE PROCEDURE FEE WILL COVER:

a) Hospital treatment.
b) Nursing Care.
c) Operating Theatre charges.
d) Appropriate drugs and medication relating to the Procedure in the hospital.
e) Appropriate dressings relating to the Procedure in the hospital.
f) Where appropriate, the **breast implants** in the standard range of the supplier or that specifically agreed between the Patient and the operating Surgeon.
g) Pre-Operative blood tests. The Doctor or pre-operative Nurse will select and perform routine pre-operative blood tests and MRSA screening appropriate to the Patient's medical history and/or Procedure.
h) Pre-operative and post-operative medical photographs taken by the LMC staff. These form part of the Patient's confidential medical record.
i) **Surgeon fees** during the hospital stay which include the pre-surgery consultation, surgery and surgical reviews, immediate post-operative care and post-operative appointments in line with LMC's aftercare policy.
j) **Anaesthetist fee** which includes a pre-operative visit, the operation and immediate post-operative care.
k) LMC Aftercare, pursuant to this agreement.

3.1 THE PROCEDURE FEE WILL NOT COVER:

a) Electrocardiogram examinations, Echocardiogram examinations, X-rays, Ultrasound scans (USS), MRI scans, Mammograms or any other diagnostic examinations. Any subsequent remedial treatment needed following examination results will not be covered.
b) Any drugs which are not prescribed by the independent operating Surgeon/Doctor who has been given delegated authority.
c) Any additional cost of further pre-operative blood tests or pre-operative blood tests of a non-standard nature as may be determined necessary by the Surgeon/Doctor or Anaesthetist.
d) Any additional anaesthetic and/or specialist referrals. These will incur additional costs.
e) Any additional cost of, where appropriate, a prosthesis in the non-standard range of the supplier, other than that specifically agreed between the Patient and the Patient's operating Surgeon.
f) Additional night's stay at the hospital - This will be charged at the current rate, as agreed with the Patient Coordinator.
g) Any expenses relating to travel, accommodation and time off work for original surgery or revision surgery incurred by the Patient or chaperone.
h) Expenses relating to Procedure results, including but not limited to Manual Lymphatic Drainage (MLD) massages following Vaser surgery.
i) Any additional charges, where applicable, will be added to the Procedure fee.
j) The Procedure fee does not cover any costs incurred for non-compliance or breaches of these terms and conditions; this includes additional aftercare resulting from said breach.
k) LMC does not cover the cost of loss of earnings for a Patient or their chaperone/family.
l) LMC does not cover the cost of prescriptions or antibiotics in the event of a post-operative infection.
m) LMC does not cover the cost of a Patient's or their chaperone's travel/accommodation/food, or any other related expenses in connection with both the original and/or the revision surgery. This applies even in the case of a Force Majeure; all costs need to be covered by the Patient and/or their chaperone/family.
n) LMC does not cover the cost of specialist dressings except in exceptional circumstances.

3.2 TIMESCALES EXPLAINED:

a) If the Patient fails to clear the balance on the formerly agreed date (as detailed in the Patient Summary), then LMC reserves the right to cancel or reschedule the Procedure and charge or retain the cancellation/reschedule fee as defined in this document.

Please note, should a request be made which requires a change to these payment terms, then this could give rise to an administration charge being levied.

Understood and acknowledged: Signature:_____ Name: _____ Date: _____

4. PATIENT RESCHEDULING POLICY

4.1 If the Patient reserves a Procedure date with a LMC administrative staff and the Patient decides to reschedule the Procedure date, an additional fee will be payable (the "Rescheduling Fee") dependent on how much notice is provided as follows:

(a) Prior to attending the Surgeon initial consultation or whilst within the reflection and cooling off period:
£0

(b) Within 5 weeks of the operation date:
£1000, or £250 if LMC can fill the space within 72 hours

The rescheduling fee shall be applied at LMC's discretion pursuant to this clause.

4.2 The 'Reflection and Cooling-off Period' is unaffected by clause 4.

4.3 It is the sole decision of the operating Surgeon/Doctor or Anaesthetist as to whether the operation takes place; if the Procedure is postponed for medical reasons following the Anaesthetist or Surgeon/Doctor receiving information relating to the Patient's past medical history which has not been disclosed by the Patient, the Patient will be subject to the fee outlined in 4.1 above.

4.4 LMC reserves the right to postpone the Procedure in the interests of patient safety and welfare. Reasons may include failure by the Patient to follow advice given in line with clinical guidance which is provided by the Surgeon/Doctor/Anaesthetist or LMC Clinical Team and/or the Patient Information guide. This includes but is not limited to the example of a Patient who has continued to consume nicotine two weeks prior to the Procedure despite the instructions of the Surgeon/Doctor to stop. In this instance the Patient will be subject to the fee outlined in 4.1 above.

4.5 In the event of an operation being rescheduled as a result of following the advice of LMC's Clinical Team, or under Force Majeure, which includes but is not limited to the example of the hospital facilities or the Surgeon becoming unavailable, the Patient agrees that no expenses in relation to travel, accommodation or time off work (for the Patient, chaperone or family member) will be recoverable from LMC.

4.6 If the Patient reschedules a confirmed revision Procedure, the rescheduling fee will apply in order for LMC to cover the losses incurred relating to the operating space.

5. PATIENT CANCELLATION & REFUND POLICY

Procedures can be cancelled by either the Patient or LMC for a variety of reasons. This section aims to explain the consequences of a cancellation.

LMC Cancellation Reasons:

5.1 LMC reserves the right to cancel the Procedure for a variety of reasons including being in the interests of patient safety and welfare, along with a failure by the Patient to follow the advice given by the LMC Clinical Team, the Surgeon/Doctor/Anaesthetist, or contained within the Patient Information Guides provided.

a) The Patient shall comply with all pre-operative instructions provided by LMC; failure to do so will result in cancellation.

b) Failure to adhere to clause 6 of the Patient Obligations will result in cancellation.

c) LMC reserves the right to cancel the Procedure should the Patient or their chaperone/family member display abusive behaviour towards LMC staff, Surgeons, Doctors, hospital staff or any other person.

d) LMC reserves the right to cancel the Procedure should the Surgeon/Doctor not feel comfortable operating on the Patient due to the Patient displaying an unusual degree of nervousness, unusual behaviour and/or obvious uncertainty.

e) If the Patient is found to be medically unsuitable for the Procedure, or that information has come to light putting the Patient's suitability in doubt, and it transpires that medical information was known by the Patient but undisclosed to LMC, then the Procedure will be cancelled.

f) The Patient will incur the following fees if the procedure is cancelled for any reason set out above:

(i) Prior to attending the Surgeon initial consultation or within the reflection and cooling off period:
£0 fee

(ii) Outside of the reflection and cooling off period and more than 5 weeks before the operation date:
£250 Administration fee

(iii) Within 5 weeks of the operation date:
25% of the Procedure fee

5.2 In the event of the Procedure being cancelled for any of the reasons above or under Force Majeure, including but not limited to the hospital facilities or the Surgeon becoming unavailable, the Patient agrees that no expenses in relation to travel, accommodation or time off work will be recoverable from LMC for the patient, chaperone, family member, or any other person.

Patient Cancellation

5.3 The Patient will incur the following fees if the Procedure is cancelled by the Patient:

(i) Prior to attending the Surgeon initial consultation and within the reflection and cooling off period:
£0 fee

(ii) Outside of the reflection and cooling off period more than 5 weeks before the operation date:
£250 Administration fee

(iii) Within 5 weeks of the operation date:
25% of the Procedure fee

Refund Process

5.4 Any refund must be approved by LMC Headquarters to ensure that it falls in line with these Terms and Conditions. Once approved, a refund will normally be paid within 21 working days. The refund will be paid in the following ways:

1. The appropriate amount will be repaid by cheque in the name of the person who made the payment or the patient.

6. PATIENT OBLIGATIONS

a) Must provide photo identification (ID) proving the Patient to be at least 18 years old for any clinical consultation or surgical Procedure. The Patient must provide this prior to attending their Surgeon consultation or reserving an operating date.

b) Shall sign all paperwork provided by LMC prior to receiving a Procedure date.

c) Must provide their NHS number prior to attending the Preoperative Assessment (can be obtained by the patient from their General Practice Surgery).

d) To understand that it is the sole decision of the operating Surgeon/Doctor or Anaesthetist as to whether a Procedure can or should be carried out.

e) Shall provide to LMC, the Surgeon/Doctor or any member of the Healthcare Team a full health history* to the best of their knowledge. The Patient further understands that withholding medical information could put their health at risk, and that if this is later identified, the Procedure will be cancelled. This will be subject to a Cancellation fee as detailed in section 5. LMC shall not be responsible for any additional aftercare required in these circumstances and shall charge any additional costs to the patient.
*Includes details of past and current use of recreational drugs which include the following:

- class A e.g., Cocaine, crack cocaine, ecstasy (MDMA), heroin, LSD, magic mushrooms, methadone, methamphetamine (crystal meth)
- Class B drugs e.g., Amphetamines, barbiturates, cannabis, codeine, ketamine, methylphenidate (Ritalin), synthetic cannabinoids, synthetic cathinone's (for example mephedrone, methoxetamine)
- Class C drugs e.g., Anabolic steroids, benzodiazepines (diazepam), gamma hydroxybutyrate (GHB), gamma-butyrolactone (GBL), piperazines (BZP), khat

Please note: these lists are not exhaustive.

Understood and acknowledged: Signature: _____ Name: _____ Date: _____

f) Informing the Patient's GP. As the Patient's GP is responsible for the Patient's general healthcare, it is important that the Patient informs their GP about any intended surgery. The Patient will be asked to complete this information at their first appointment with LMC. The Patient shall provide a summary of their health records (can be obtained by personal request from their GP Practice and forwarded to the clinic prior to the scheduled date of surgery).

g) Shall notify LMC immediately if a change occurs to their previously disclosed medical history, health or wellbeing, such as weight gain, pregnancy, change in medication dosage, etc.

h) Shall be responsible for reading and making sure that they understand any Patient Information provided in relation to their Procedure ahead of the Procedure.

i) Shall comply with all pre- and post-surgical instructions provided by LMC, LMC's Clinical Team, and the Surgeon/Doctor/Anaesthetist. Failure to do so may affect the Patient's aftercare and result in it becoming void.

j) Shall ensure that any invoices and/or outstanding monies are paid immediately following the lapse of the 14-day reflection/cooling off period and prior to the scheduled procedure date.

7. PATIENT AFTERCARE

LMC's Aftercare Policy has been designed to ensure that the outcome, health, wellbeing, and successful recovery are realised. Failure to adhere to this policy could put the patient's health at risk and/or affect the outcomes.

a) All Patients must attend post-operative appointments set by the LMC Clinical Team and follow advice and guidance set out in the Patient Information provided by the LMC Clinical Team.

b) No expenses in relation to travel, accommodation or time off work will be recoverable from LMC for the patient, chaperone, family member, or any other person.

c) Failure to attend two consecutively scheduled post-operative appointments will result in LMC being no longer obliged to offer further appointments and thus voiding the aftercare

d) Any changes in appearance that have been affected by changes in lifestyle, weight fluctuation, pregnancy, illness, or the natural ageing process (all of which influence the original results of the surgery) will prevent LMC from providing to the Patient free aftercare. For example, if a Patient has gained weight post Vaser Procedure, or a Patient has lost weight after a Breast Enlargement Procedure, and they are experiencing rippling related to this.

e) For up to 1 year after the original operation, where the Patient and the original operating Surgeon/Doctor both agree that further surgery is required, and LMC approve (if clinically appropriate), corrective surgery will be offered. The corrective surgery, hospital accommodation (where applicable), and nursing care will be provided free of charge.

f) If the Patient's Surgeon/Doctor decides that the results of the Procedure fall within the acceptable normal limits of surgery, further free surgery will not be available.

g) To protect patient wellbeing, we update our clinical criteria from time to time. This could affect such things as safe body mass limits, mental health status, medical conditions such as diabetes, heart conditions and the effects of medication. In these circumstances a Procedure could be prevented from taking place.

h) Patients must wait, sometimes for a period of up to 12 months, for results to settle and the final result to be realised before the formal revision process can commence.

i) It is the Patient's operating Surgeon/Doctor who owes a duty of care to the patient, and this is the only Surgeon/Doctor obliged to perform the revision surgery if this is approved by the Surgeon/Doctor and LMC.

j) Where a revision Procedure is required, the Patient agrees that no expenses in relation to travel, accommodation, or time off work will be recoverable from LMC for the patient, chaperone, family member, or any other person.

k) Any variances to the revision Procedure required, for example an increase/decrease in implant size, will be paid for by the patient.

l) If the original Surgeon/Doctor is not available, LMC will appoint a suitable alternative Surgeon/Doctor to offer a review/second surgical opinion and determine the appropriateness for additional surgery. The Surgeon/Doctor has no obligations to perform, undertake or take over the patient's care, but their opinion will be communicated to the original operating Surgeon/Doctor.

Understood and acknowledged: Signature: _____ Name: _____ Date: _____

m) If the Patient moves to another area or part of the country, the Patient will be expected to travel to meet with their operating Surgeon/Doctor; LMC will not cover such travel costs.

n) If a patient's operating Surgeon/Doctor no longer consults from their local clinic, the Patient will be expected to travel to another LMC Clinic to meet with their Surgeon/Doctor; LMC will not cover such travel costs.

o) If a scan or other investigative work is required as part of the treatment plan, or needed to ascertain if treatment is required, this cost will not be covered by LMC unless it is within 28 days of the original operation.

p) LMC will not cover the cost of any corrective surgery performed by any other provider or Surgeon without having been made aware and agreeing in advance.

q) If the original Procedure was a day case Procedure and the revision Procedure requires an overnight stay, this will come at an additional cost to the Patient.

r) Breast implant cover may be provided by implant manufacturers, and separate information will be provided outlining this cover. LMC cannot take any responsibility for any cover promised by manufacturers. LMC also cannot take responsibility for any unforeseeable complications of breast implant manufacture or material (which may be discovered, reported, or published in the future).

s) If capsular contracture is diagnosed within 1 year from the date of the original surgery, LMC and the Surgeon will approve corrective surgery, if clinically appropriate, Should the Patient wish to change their implant to anything other than like-for-like, a fee will be applicable.

t) If implant rupture is confirmed by ultrasound or MRI scan within 1 year from the date of the original surgery, LMC and the Surgeon will approve corrective surgery if clinically appropriate; however, patients are advised to refer to their implant manufacturer warranty. Should the Patient wish to change their implant to anything other than like-for-like, a fee will be applicable.

u) If after 1 year there is any dissatisfaction or any concerns with the surgical outcome including differences in shape, size, or nipple symmetry corrections can be done at an extra charge. This is due to the natural changes of tissue can occur due to tissue ageing, weight fluctuations, change of lifestyle, pregnancy/ miscarriage/ breast feeding. LMC does not take responsibility for such changes after 1 year and reserves the right to charge for corrections or to ask the patient to seek another independent professional party with whom there is no conflict of interest. LMC also reserve the right to charge for any consultation fees.

v) If the Patient has their implants removed by another cosmetic surgery provider for any reason, and such implants are found to be ruptured, LMC will not be responsible for any implant related costs. The Patient should contact the implant manufacturer to take advantage of their implant warranty/guarantee.

8. COMPLAINTS

a) In the event that the Patient is unhappy with the service provided, the complaint should be made as soon as possible to the Registered Manager, verbally or in writing.

b) Patients may request a copy of the LMC complaints protocol from any LMC Clinic.

c) Complaints should be made as soon as reasonably practicable, or within 1 month of the incident of concern to ensure the realistic opportunity of conducting a fair and effective investigation. LMC reserve the right to decline a complaint made after this timeframe unless there is a valid reason as to why the complaint was not made sooner.

9. CONFIDENTIALITY / DATA PROTECTION

a) LMC is registered with the Information Commissioner's Office. At LMC, we are committed to protecting our patient's personal information and confidentiality, and we take all reasonable measures to ensure the confidentiality and security of personal data for which we are responsible. LMC complies with UK law accordingly implemented, including that required by the General Data Protection Regulations (Regulation (EU) 2016/679).

b) LMC process and hold data relevant to the Patient and their Procedure in accordance with the provisions set out In LMC's Privacy Policy.

Understood and acknowledged: Signature: _____ Name: _____ Date: _____

10. ACCESS TO MEDICAL RECORDS

a) If the Patient requests to view their medical records and/or photographs at a LMC clinic, a Surgeon/Doctor, or a member of the LMC Clinical Team must be present. This must be arranged by prior appointment.

Understood and acknowledged: Signature: _____ Name: _____ Date: _____

b) The Patient has the right to access any of their personal data that is being held by LMC. A copy of the Patient's medical records or photographs may be requested by writing to the Registered Manager of the Clinic. LMC will respond within 28 Calendar days of receipt of the request. Full details are contained in LMC's Medical Records and Data Protection Policy, a copy of which is available from the Registered Manager.

c) The patients will need to sign a Release of Medical Records/Photographs form ahead of their notes being prepared; ID must be provided before the patient's medical records are available for collection.

11. TRANSFER OF BUSINESS

a) If LMC shall merge with another business or transfer all or substantially all of its business to a partnership, a limited liability partnership, or a company, the Patient agrees that LMC may transfer to the successor enterprise the performance of its services and benefit and obligations arising pursuant to these terms and conditions on substantially the same terms (so far as is applicable).

12. FORCE MAJEURE

a) LMC shall not be liable for any delay or failure in the performance of any obligation under this agreement caused by circumstances beyond the reasonable control of LMC or other person to perform the obligation. Without limitation such circumstances may include acts of nature, natural disasters, utilities breakdown, malfunction of equipment and such person may include a Surgeon or other Medical Practitioner.

13. LEGAL JURISDICTION

a) The laws of England and Wales shall govern this contract and their courts shall have exclusive jurisdiction.

Please note that should a request be made which requires a change to these Terms and Conditions, then this could give rise to an administration charge being levied.

Patient Signature:

Patient Print Name: **Date:**

This information can be supplied in large print or another format if required. Please make enquiries with the Clinic Registered Manager.