



Patient Terms & Conditions

Our guide to help you
undergo your treatment
with peace of mind.

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Patient terms and conditions

Part A: Introduction and Summary

Introduction

Thank you for choosing to undergo your treatment at **The London Clinic**. The health and wellbeing of our patients is at the heart of all **we** do. Our priority is providing you, as our patient, with the highest quality personalised treatment. These **Terms** should be read along with our **Privacy Policy** and are intended to give you a guide to the process you are about to undertake to allow you to undergo your treatment with peace of mind. You will be asked to sign agreement to these **Terms** when you attend an appointment and/or are admitted to **The London Clinic** for treatment. Please take some time to read this document and do not hesitate to contact **us** if you have any questions.

Key Terms

1. These **Terms** form the basis of the contractual **Agreement** between you and **The London Clinic**. Please see paragraphs 1.1, 2.58 and 2.59 for further details about the contract. The contract between you and **The London Clinic** for your **Care** is separate and different to the contract that you will have with your **Consultant** (which may or may not be written).
2. You are free to change your mind about any appointment or course of treatment at any time. However, **The London Clinic** will charge cancellation fees for missed outpatient and diagnostic appointments or when you cancel with less than forty-eight (48) hours' notice. Please see paragraphs 2.38-2.42 for further details around the circumstances in which you will be charged a cancellation fee and what costs you will be responsible for.
3. **The London Clinic Standard Rates** will apply to your **Care**, unless you are paying for a **Fixed Price Package** or an **All Inclusive Fixed Price Package** or a self-pay **Price Guide**, or if your **Care** is being paid for by a third-party insurer or **Sponsor**. Please see paragraph 2.31 for further details about our rates. There may be additional costs payable in the event you suffer clinical complications during your **Care**. Please see paragraphs 2.15 - 2.20 for further details on charges.
4. If you have private medical insurance it is your responsibility to check with your insurer in advance of your treatment to get confirmation that your **Care** is covered by your insurance policy. Your insurance policy may not cover all of the costs of your **Care** and you are responsible for any shortfall. Please see paragraphs 3.3-3.8 for further details.
5. **Consultant** fees are charged separately by **Consultants** (unless their fees are included in your **Fixed Price Package** or **All Inclusive Fixed Price Package**) and can include fees from your named **Consultant** but also other **Consultants** from different specialties involved in your **Care** including but not limited to radiology **Consultants**, endoscopy **Consultants**, surgical **Consultants**, and ITU **Consultants**. Please see paragraphs 2.4-2.7 for further details.
6. **Consultant** anaesthetist fees are charged separately by **Consultant** anaesthetists unless their fees are included in your **Fixed Price Package** or **All Inclusive Fixed Price Package**. Please see paragraph 2.5 for further details.
7. Please be aware that in addition to the fee for your **Consultant** review at an outpatient appointment there are sometimes other related fees charged which you should ensure you understand, such as charges for blood tests, pathology tests, diagnostics, radiology and procedure fees related to outpatients. Please see paragraphs 2.25-2.30 for further details of these costs.



8. If you are self-funding your **Care**, **we** have different packages and so different exclusions will apply which you need to ensure you are aware of. Please check the relevant exclusions. See paragraphs 4.7 and 4.9 (as applicable) for further details of what is and is not included from a cost perspective.
9. Payments can be made via bank transfer and major debit or credit cards. **We** also offer an easy to use and safe online payment solution. See paragraphs 2.34-2.35 for further details around our accepted payment methods.
10. As a healthcare provider, **we** handle a wide range of information about you in order to support you and your needs. Our **Privacy Policy** explains how **we** process and manage your data in specific scenarios, and how you can request access to the information **we** hold about you. See paragraph 2.53 for further details about how **we** handle and protect your data.

Your Agreement with The London Clinic

- 1.1 These **Terms** form the basis of the **Agreement** between you and **The London Clinic**. By registering with **us**, you agree to be bound by these **Terms**.
- 1.2 These **Terms** are split into Parts A - G. Please ensure you read the Parts applicable to you.

Part A	Introduction and Summary	Applies to all patients
Part B	General Terms and Conditions	Applies to all patients
Part C	Medical Insurance and Sponsorship	Applies to all patients whose care is being funded by a third party, such as a private medical insurer or Sponsor
Part D	Paying for Yourself - Fixed Price or All Inclusive Fixed Price Package	Applies to all patients funding their Care themselves
Part E	Paying for Yourself - Other	Applies to all patients funding their Care themselves
Part F	Overseas Patients	Applies to overseas patients
Part G	Definitions	Applies to all patients

- 1.3 Please read this paperwork carefully and take the opportunity to ask questions to our team at this stage. Note that words in bold have specific meanings, which are set out in the Definitions section of these **Terms** at Part G.
- 1.4 If there is any conflict between these **Terms**, the **Privacy Policy** and the **Admission Form**, these **Terms** will take precedence followed by the **Privacy Policy**. If there is any inconsistency between this **Agreement** and any marketing material, this **Agreement** will take precedence.

- 1.5 The London Clinic** may update these **Terms** from time to time, however, any changes will only apply to any future visits 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 Plan** which is part-way through when the **Terms** are changed.
- 1.6** Your **Consultant** will carry out a consultation with you to determine the treatment options that you and they consider appropriate for you, including the choice to do nothing. This should be determined by you being provided with information to allow you to decide the best way forward for you. This is informed consent and shared decision making. It is your responsibility to ensure that the planned treatment accurately reflects your wishes as discussed with your **Consultant** in relation to your **Care**.
- 1.7** Following your initial consultation with your **Consultant**, if you decide to continue with the treatment proposed by your **Consultant** and agreed by yourself (or as described in your **Treatment Plan**), you may be asked to either:
- (a) pay the full amount set out in your **Treatment Plan** if your **Care** is scheduled to take place less than ten (10) working days from the date of your initial consultation; or
 - (b) for patients whose **Care** is being funded by a third party (including an insurer or **Sponsor**), to pay any other amounts agreed with **The London Clinic** and as determined by your insurance policy or **The London Clinic's** arrangements with your insurer or **Sponsor**; or
 - (c) pay an allowance (deposit) towards your **Care** when requested by **The London Clinic**.

Part B: General Terms and Conditions

Consultants *(Your attention is particularly drawn to these paragraphs in relation to **Consultants**)*

- 2.1** While in **The London Clinic**, you will be under the **Care** of a named **Consultant** that you have been referred to, who may also involve other **Consultants** in your **Care** if appropriate depending on your needs (for example, anaesthesia, radiology, laboratory doctors and if you need it, intensivists). **The London Clinic** staff, including nurses, resident medical officers, pharmacists, physiotherapists and others will provide your **Care** as part of a multi-disciplinary care team under your **Consultant's** guidance.
- 2.2** In most cases, **Consultants** involved in your **Care** are independent practitioners and are not employees of **The London Clinic**. Accordingly, where **Consultants** are not employees of **The London Clinic**, other than in relation to obligations under the **Privacy Policy**, **The London Clinic** will not be liable for any act or omission of a **Consultant** (or the company or partnership that employs or engages the **Consultants**). Each **Consultant** will be responsible for the **Care** he/she/they give(s) you. **The London Clinic** is responsible for ensuring that robust systems and processes are in place to support and collaborate with the **Consultants** in the delivery of **Care** to you. If a **Consultant** is not an independent practitioner (and is a direct employee) you will be informed of this by your **Consultant**.
- 2.3** The contract between you and **The London Clinic** for your **Care** is separate and different to the contract that you will have with your named **Consultant** and any other **Consultants** involved in your **Care** (which may or may not be written). Please speak directly with your **Consultant** if you have questions in relation to your contractual relationship with your **Consultant**.

Consultants' Fees *(Your attention is particularly drawn to these paragraphs in relation to Consultants Fees)*

- 2.4** Any **Consultants'** fees relating to your **Care** will be charged separately to you, except where **The London Clinic** expressly agrees to collect the **Consultants'** fees as agent on behalf of the particular **Consultant** (this will be made clear to you in writing, if applicable), such as where you are a self-pay patient on an **All Inclusive Fixed Price Package** or where you need emergency **Care** out of hours.
- 2.5** **Consultant** fees include fees of your named **Consultant** but also surgical/procedural **Consultant** fees, plus fees from other **Consultant** specialties such as anaesthetist **Consultant** fees, radiology **Consultant** fees and endoscopy **Consultant** fees if they are involved in your **Care**.
- 2.6** There may be additional **Consultant** fees in the event you suffer complications or have additional treatment where your clinical pathway course is not as predicted.
- 2.7** Your **Consultant** and their administrative staff do not have authority from **us** to quote for hospital charges. Any hospital prices mentioned by them are subject to written confirmation by **The London Clinic**.

Risk of Clinical Complications

- 2.8** While **The London Clinic** and your **Consultants** will do their best to ensure a satisfactory outcome, no clinical procedure is entirely without risk and the results of any particular treatment cannot be guaranteed. As part of your consent process and shared decision making with your **Consultants** you should be made aware of the possible risks associated with any treatment or procedure choices, including the choice to do nothing. Please ensure you understand these. If you have any concerns or queries you should discuss these again with your **Consultants** and also raise these with your anaesthetist **Consultant** and the pre-assessment team as appropriate.

(Your attention is particularly drawn to these paragraphs 2.9 to 2.20 in relation to the Cost of Clinical Complications)

Cost of Clinical Complications - Return to Theatre

- 2.9** If as part of your **Care** as an inpatient you have an unplanned readmission into theatre, further treatment, interventional radiology, diagnostic scans or pathology tests in addition to that which was planned as part of your pathway, there will be additional charges unless you are a self-pay patient on a **Fixed Price Package** or an **All Inclusive Fixed Price Package**.
- 2.10** If you are a self-pay patient our self-pay team will provide a new quote for the additional **Care** you require. This will, where medically possible be provided to you before you receive such additional **Care** and will be based on **The London Clinic Standard Rates** and then for any additional night stays or any Intensive Treatment Unit stays it will be based on the rates set out in paragraphs 2.12- 2.17.
- 2.11** Where a third party such as an insurer or **Sponsor** is paying for your **Care**, they will be charged for any unplanned further treatment as described in paragraph 2.9 at the rates agreed with **The London Clinic**. Where your insurer or **Sponsor** refuses to pay for such unplanned treatment, as set out in paragraphs 3.8 and 3.12 respectively, you will become a self-pay patient and you will be charged the rates referred to in paragraph 2.10 above.

Cost of Clinical Complications - Overnight Stays

- 2.12** If as part of your **Care** as an inpatient you are required to stay for any additional unplanned overnight (past midnight) stay, there will be additional charges to pay unless you are a self-pay patient on a **Fixed Price Package** or an **All Inclusive Fixed Price Package** in which case there will be no further charges to pay.
- 2.13** If you are a self-pay patient you will be charged at **The London Clinic Standard Rate** "Additional Stay Charge" for each night (past midnight) spent as an inpatient. This rate includes general nursing, accommodation, catering, drugs (subject to a £50 threshold in total for all drugs per additional night), dressings, four (4) therapy sessions for each additional night stay, pathology tests, one (1) x-ray for each additional night stay, one (1) CT or MRI scan for each additional night stay and take home medication that you require on the advice of or as prescribed by your **Consultant** subject to a £50 threshold in total (other than antibiotics or in relation to DVT prophylaxis where, if required, you will receive a full course of treatment). It does not include any other **Care** such as theatre time which will be charged at **The London Clinic Standard Rates**.
- 2.14** Where a third party such as an insurer or **Sponsor** is paying for your **Care**, they will be charged for any additional unplanned overnight (past midnight) stays at the rates agreed with **The London Clinic**. Where your insurer or **Sponsor** refuses to pay for any additional unplanned overnight stays, as set out in paragraphs 3.8 and 3.12 respectively, you will become a self-pay patient and you will be charged the rates referred to in paragraph 2.13 above.

Cost of Clinical Complications- Intensive Treatment Unit (ITU) Stays

- 2.15** If as part of your **Care** as an inpatient you have an unplanned admission into ITU or are required to stay for any additional unplanned overnight (past midnight) stay in ITU to that which was planned as part of your pathway, there will be additional charges unless you are a self-pay patient on a **Fixed Price Package** or **All Inclusive Fixed Price Package**.
- 2.16** If you are a self-pay patient this will either be charged at **The London Clinic Standard Rate** "Additional ITU Stay Charge" for each night (past midnight) spent on ITU or **The London Clinic Standard Rate** "ITU Short Stay Charge" for each period of time spent on ITU which doesn't result in an overnight (past midnight stay) (as applicable). This charge includes the intensivist fee, general nursing, accommodation, catering, drugs, dressings, pathology tests and physiotherapy. It does not include any other **Care** such as theatre time or imaging which will be charged at **The London Clinic Standard Rates**.
- 2.17** Where a third party such as an insurer or **Sponsor** is paying for your **Care**, they will be charged for any unplanned admittance to ITU or unplanned additional overnight (past midnight) stays in ITU at the rates agreed with **The London Clinic**. Where your insurer or **Sponsor** refuses to pay for any unplanned admittance to ITU or unplanned additional overnight stays, as set out in paragraphs 3.8 and 3.12 respectively, you will become a self-pay patient and you will be charged the rates referred to in paragraph 2.16 above.

Cost of Clinical Complications - Readmissions

- 2.18** If you have been an inpatient or had day- surgery, have followed all clinical advice of your **Consultant** and **The London Clinic** staff and are readmitted within fourteen (14) days of your discharge date requiring further **Care**, including but not limited to, interventions such as time in theatre, diagnostic scans, interventional radiology or

ITU care there will be additional charges to pay unless you are a self-pay patient on a **Fixed Price Package** or **All Inclusive Fixed Price Package** in which case there will be no further charges to pay.

- 2.19** If you are a self-pay patient you will be charged at **The London Clinic Standard Rate** "Additional Stay Charge" as set out in further detail in paragraph 2.13 for each night spent as an inpatient following readmission. If following readmission you require any ITU care, you will instead be charged **The London Clinic Standard Rate** "Additional ITU Stay Charge" for any nights (past midnight) spent in ITU or **The London Clinic Standard Rate** "ITU Short Stay Charge" for each period of time spent on ITU which doesn't result in an overnight (past midnight stay) as applicable, and as set out in further detail in paragraph 2.16. Where you receive further treatment not covered by the "Additional Stay Charge", "Additional ITU Stay Charge" or "ITU Short Stay Charge", you will be charged in accordance with paragraph 2.10 at **The London Clinic Standard Rates**.
- 2.20** Where a third party such as an insurer or **Sponsor** is paying for your **Care**, you will need to contact them (as set out in further detail in Part C of these **Terms**), to ensure they will pay for this additional **Care** as a result of an unplanned readmission. If they agree to pay, they will be charged for any additional unplanned **Care** you receive at the rates agreed with **The London Clinic**. Where your insurer or **Sponsor** refuses to pay for any additional **Care** you have received as a result of an unplanned readmission, as set out in paragraphs 3.8 and 3.12 respectively, you will become a self-pay patient and you will be charged the rates referred to in paragraph 2.19 above.

Aesthetic Treatment - Revisions

- 2.21** If you are a patient that as part of your **Care** has undergone an **Aesthetic Treatment at The London Clinic**, further revision treatment is not included in the original price paid for your **Care** subject to certain exceptions. Each case is assessed on a clinical basis and as set out in further detail in paragraphs 2.22- 2.24 below. If you have undergone an **Aesthetic Treatment** and suffer clinical complications the provisions of paragraphs 2.9- 2.20 shall apply.
- 2.22** Minor revisions such as small scar revisions or small fat transfers (what is "minor" to be determined on a clinical case by case basis by **The London Clinic** Medical Director or Chief Nurse or their deputies) are included within the original price paid for your **Care**, if notified to your **Consultant** and **The London Clinic** within twelve (12) months of your original discharge date and providing all clinical advice of your **Consultant** and **The London Clinic** staff has been followed. Please be aware though that your **Consultant** may charge you additional fees for revisions.
- 2.23** Where you have undergone an **Aesthetic Treatment** (excluding treatment of the nose, face or breast) as part of your **Care**, if within six (6) months of your discharge date you identify an issue with the treatment and wish to undergo revision surgery/treatment, providing the results of your original surgery/treatment do not match the expectations of your **Consultant**, you have followed all clinical advice of your **Consultant** and **The London Clinic** staff, and the revision is approved by **The London Clinic** Medical Director or Chief Nurse or their deputies, then no charge will be made for the revision surgery/treatment by **The London Clinic**. Please be aware though that your **Consultant** may charge you additional fees for revisions.

2.24 Where you have undergone an **Aesthetic Treatment** of the nose, face or breast as part of your **Care**, if within twelve (12) months of your discharge date you identify an issue with the treatment and wish to undergo revision surgery/treatment, providing the results of your original surgery/treatment do not match the expectations of your **Consultant**, you have followed all clinical advice of your **Consultant** and **The London Clinic** staff, and the revision is approved by **The London Clinic** Medical Director or Chief Nurse or their deputies, then no charge will be made for the revision surgery/treatment by **The London Clinic**. Please be aware though that your **Consultant** may charge you additional fees for revisions.

Outpatients

2.25 You are an outpatient if you visit **The London Clinic** for **Care** but are not admitted as an inpatient either for **Care** as part of a day procedure or **Care** that requires admission overnight at the hospital. You can also be an outpatient before you become an inpatient or after you have been discharged as an inpatient following an overnight stay at the hospital. You will be an outpatient if you come for an outpatient appointment, which can include, but is not limited to appointments for diagnostic tests or diagnostic scans, physiotherapy appointments, eye-centre appointments, a consultation with your **Consultant** and minor-outpatient surgery.

2.26 If you are an outpatient you must ensure that you understand what your outpatient appointment includes from a cost perspective. For example, **Consultant** review appointments will not include other related fees such as charges for blood tests, diagnostic tests, radiology, and procedure fees related to outpatients for procedures carried out at that appointment. Similarly, an outpatient appointment for a diagnostic scan will not include fees for the **Consultant** review and report on the scan even if carried out at the diagnostic scan outpatient appointment itself. If you are unclear about what is included please check your appointment confirmation from your **Consultant** or **The London Clinic** (as applicable) or speak directly with **The London Clinic** reception staff when attending your outpatient appointment.

2.27 If you are a self-pay patient you will be charged at **The London Clinic Standard Rates** for your outpatient appointment and the other associated fees related to outpatients. You must pay the full balance, as detailed in your **Treatment Letter** on booking your outpatient appointment.

2.28 If you are a self-pay patient on a **Fixed Price Package** or an **All Inclusive Fixed Price Package** outpatient appointments and all other associated fees related to outpatients may be included in your package but you will need to check your **Treatment Letter**. If it is not included, you will be liable for any shortfall.

2.29 Where a third party such as an insurer or **Sponsor** is paying for your **Care**, you should either check your outpatient limit with your insurer and that your authorisation covers all tests, scans, procedures and appointments at your outpatient appointment, or if you have a **Sponsor**, check they are willing to pay for your outpatient appointment and all other fees related to outpatients as described above in paragraph 2.26. You will be liable for any shortfall not paid by your insurer or **Sponsor**.

2.30 If you have had minor outpatient surgery and are admitted as an inpatient to the hospital within fourteen (14) days of your surgery date and require further **Care** as a direct result of your earlier **Care**, including but not limited to interventions such as

time in theatre, diagnostic scans, interventional radiology or ITU care then there will be additional charges to pay unless you are a self-pay patient on a **Fixed Price Package** or **All Inclusive Fixed Price Package**, in which case there will be no further charges to pay. The rates you are required to pay are set out in paragraph 2.19 for self-pay patients and paragraph 2.20 for those patients whose **Care** is paid for by a third party such as an insurer or **Sponsor**.

The London Clinic Standard Rates

2.31 Unless you have agreed to pay a **Fixed Price Package**, **All Inclusive Fixed Price Package** or self-pay **Price Guide** with our self-pay team, or your **Care** is being paid by a third party such as an insurer or **Sponsor** as set out in Part C, then **The London Clinic Standard Rates** will apply to your **Care**.

Payment

2.32 Subject to any alternative arrangements agreed with **The London Clinic**, you are responsible for settling the cost of your **Care** before you are admitted, on discharge or shortly after leaving **The London Clinic** in the event of an out of hours discharge.

2.33 In the event you become unable to pay for your **Care**, where you are medically fit for discharge (as determined by **The London Clinic** Medical Director or Chief Nurse or their deputies), **we** will stop providing you with **Care** and you will be discharged and be required to leave the hospital. This will be required whether or not you are entitled to free NHS care.

Methods of Payment

2.34 Payments can be made via bank transfer, major debit or credit cards. **We** also offer an easy to use and safe online solution. To access online payment, please visit pay.thelondonclinic.co.uk. Ophthalmology outpatients will be provided with a payment link separately.

2.35 If you are paying the full balance of your **Fixed Price Package** or an **All Inclusive Fixed Price Package** or your self-pay **Price Guide** **we** can accept personal cheques provided they are received by **us** no later than ten (10) working days prior to your planned admission date. Cheques should be made payable to 'Trustees of The London Clinic Limited' and/or if you are an Ophthalmology outpatient TLC Ophthalmology LLP. Please quote the name of the patient and the reference number on the reverse of the cheque and send to: Credit Control Department – Attention Cashier, 1 Park Square West, London, NW1 4LJ.

Payment of Sundry Items

2.36 All patients will be liable to pay for the cost of their **Sundry Items**.

2.37 A list of our prices for **Sundry Items** is available at any time during your **Care** on request from **us**.

Bespoke Prosthesis Costs *(Your attention is particularly drawn to this paragraph in relation to bespoke prosthesis costs)*

2.38 If as part of your **Care** you require a bespoke prosthesis to be made, where you are a self-pay patient, if you cancel your procedure or treatment and have not yet made payment for any pre-ordered bespoke prosthesis this will be charged in full as set

out in paragraphs 4.12 or 5.7 below. Where a third party is paying for your **Care**, such as a **Sponsor** or insurer, **The London Clinic** requires written authorisation from your **Sponsor** or insurer for the bespoke prosthesis before ordering. If you cancel your treatment or procedure and your **Sponsor** will not make payment for any pre-ordered bespoke prosthesis this will be charged in full to you as set out in paragraph 3.17 below.

Cancellation *(Your attention is particularly drawn to these paragraphs in relation to cancellations)*

- 2.39** You are free to change your mind about any appointment or course of treatment at any time. Where you are a self-pay patient, on a **Fixed Price Package** or an **All Inclusive Fixed Price Package** please see paragraphs 4.12-4.18, for all other self-pay patients please see paragraphs 5.7-5.13 and where a third-party such as an insurer or a **Sponsor** is paying for your **Care** please see paragraphs 3.17-3.19 which sets out the fees (if any) you will need to pay if you choose to cancel.
- 2.40** **We** will make every effort to provide the **Care** to you on the date that **we** have set out in your **Treatment Letter** or agreed with you. However, **we** cannot guarantee this and **The London Clinic** reserves the right to decline patients for treatment or to cancel or change the date of your admission. There may be delays or cancellations for any reason, such as for operational or technical reasons such as staffing or equipment availability or for an event outside of our reasonable control. Any such decisions would usually be based on ensuring, for example, the safety of our patients or staff, however, such decisions will be made at our sole discretion. Where this happens or where **we** refuse admission, **we** will try to give as much notice to you as possible.
- 2.41** Your **Consultant** may also cancel your **Treatment Plan** in the event they consider it is not in your best interests for medical reasons. You will be charged for the **Care** received up to the date of cancellation. Where you are a self-pay patient on a **Fixed Price Package** or an **All Inclusive Fixed Price Package** please see paragraph 4.17 for further details. For all other self-pay patients please see paragraph 5.12 and where a third-party such as an insurer or a **Sponsor** is paying for your **Care**, please see paragraph 3.19 for further details.
- 2.42** **The London Clinic** reserves the right to determine if and when cancellation charges will be levied in accordance with these **Terms**. If you have a query in relation to a cancellation charge please contact the department in which the appointment was made. If you wish to make a complaint in relation to a cancellation fee please contact the patient experience team on complaints@thelondonclinic.co.uk.

Rescheduling

- 2.43** Following cancellation by you or your **Consultant**, for whatever reason, if you would like to reschedule your **Care** please contact **us** and **we** will be happy to arrange an appointment at a time convenient to you. Where **we** have cancelled, **we** will always try to rearrange any appointment or admission dates with you.

Your Property

- 2.44** While **we** will take all reasonable care to ensure the safety of your belongings, **The London Clinic** does not accept any responsibility for the theft or loss of, or damage to, any of your or your visitors' property. **We** would strongly advise you not to bring valuable personal belongings into **The London Clinic** with you, unless required during your stay.

Children Receiving Treatment

2.45 The London Clinic only accepts adults of eighteen (18) years and older for **Care**.

Second Opinions

- 2.46** If you or your relatives have any concerns about your or your relative's clinical condition during your/their **Care** at **The London Clinic**, please escalate these at any time to the ward nurses, medical team or clinical site team and ask for a review by **The London Clinic** outreach team.
- 2.47** You also have the right to request a second medical opinion at any time during your **Care**, through your **Consultant** and/or in discussion with senior nursing or medical staff if you do not feel you can approach your **Consultant**. If you do not wish to arrange a second opinion through your **Consultant** you can request it through **The London Clinic** clinical site office, Chief Nurse or Medical Director. Please ask a member of our staff who will arrange this for you.
- 2.48** Please note second medical opinions will incur an additional charge which you will be liable for.
- 2.49** If the **Consultant** who you wish to provide the second medical opinion does not have the right to practice at **The London Clinic**, this will need approval from **The London Clinic** Medical Director or their deputy before being sought.

Complaints

- 2.50** If there is any problem with your **Care**, please tell **us** as soon as reasonably possible, and **we** will investigate the problem under our complaints procedure and try to resolve the problem as soon as **we** can. Please ask any member of staff at the hospital for a leaflet about our complaints procedure. **The London Clinic** is a member of the Independent Sector Complaints Adjudication Service (ISCAS) and all complaints will be dealt with in line with the ISCAS guidelines. To raise a complaint please contact patient experience on complaints@thelondonclinic.co.uk
- 2.51** You have legal rights in relation to your **Care** not being carried out with reasonable skill and care, or if the materials **we** use are faulty or not as described. Nothing in these **Terms** will affect these legal rights.

Confidentiality

- 2.52** Here at **The London Clinic** **we** respect the confidentiality of all of our patients. **We** will treat all information provided to **us** by you as confidential and secure. However, subject to the terms of our **Privacy Policy**, **we** may access, preserve and disclose details provided by you or your referring **Consultant** for the purposes of providing **Care** and administering your account in accordance with our standard operating procedures; and if required to do so by law, or in the good-faith belief that any such access, preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these **Terms**; (iii) respond to claims that our **Care** breaches the rights of third-parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of **The London Clinic** staff, our patients and the public. In the interests of privacy for all of our patients **we** also request that you keep confidential any information or knowledge that you acquire during your visits to our hospital including the identity of other patients that you may meet in our common areas. If you have any questions or concerns in relation to

the confidentiality of your information, then please contact **The London Clinic's** Caldicott Guardian who is responsible for safeguarding the confidentiality of patient information by emailing dataprotection@thelondonclinic.co.uk.

Data Protection

2.53 We will process your personal data in accordance with applicable data protection laws, our confidentiality obligations and our **Privacy Policy**, a copy of which will be provided to you upon registration or can be found at <https://www.thelondonclinic.co.uk/privacy>. Our **Privacy Policy** includes information on how **we** protect your information, who **we** are allowed to give it to and how to exercise any of your rights in relation to it. If you have any questions or concerns in relation to your data you can contact our Data Protection Officer via emailing dataprotection@thelondonclinic.co.uk.

Notices and Your Contact Details

2.54 It is important that you keep **us** updated of any changes in your contact details and choices for how you want to receive marketing materials. Where **we** have not been informed of any change of contact details or marketing preferences **The London Clinic** cannot be held responsible for any consequences arising as a result of communications made to and in accordance with those contacts and preferences supplied.

Changes in Applicable Law

2.55 You acknowledge and accept that **Applicable Law** may change and prevent **The London Clinic** from providing certain **Care**. If **The London Clinic** becomes aware that such a change has occurred and the change has an effect on your **Care**, **The London Clinic** will contact you to inform you of this and its consequences.

Assignment

2.56 **The London Clinic** may transfer and assign your **Agreement** to any person who acquires all or substantially all of the assets of **The London Clinic** or to any other member of **The London Clinic Group**.

Third Party Rights

2.57 Except for you and **The London Clinic**, any insurer, **Sponsor**, third party or TLC Ophthalmology LLP in each case to the extent agreed by **The London Clinic**, no person will have any rights under or in connection with these **Terms**.

2.58 Where you are an ophthalmology outpatient TLC Ophthalmology LLP which is a member of **The London Clinic Group** will also be a party to this **Agreement** for the purposes of payment only. **The London Clinic** will provide all **Care** to you under the terms of the **Agreement**, but you will make payment for any **Care** received as an outpatient to TLC Ophthalmology LLP in accordance with paragraphs 2.34 and 2.35.

Law and the Courts

2.59 These **Terms** and the **Agreement** between you and **The London Clinic** are governed by and shall be construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction.

Translation

2.60 In the event of a conflict between the English language version of these **Terms** and any translated version of these **Terms**, the English language version shall prevail.

Part C: Medical Insurance & Sponsorship

This Part C will apply if you are covered by private medical insurance or a third-party is paying for your **Care**.

Private Medical Insurance

- 3.1 If you have private medical insurance you will need to speak to your insurer in advance of your treatment to get confirmation that your **Care** is fully covered by your insurance policy and authorised by your insurer. **We** cannot obtain such confirmation or authorisation on your behalf. Before your treatment you will need to provide **us** with details of your insurer, your registration number, your level of cover, scheme details and your pre-authorisation number which your insurer will provide to you.
- 3.2 It is your responsibility to ensure that you understand the terms and conditions of your insurance policy. This will include but not be limited to any policy excess, benefit limitations or services which your insurer may deem ineligible.

What Your Insurance May NOT Cover

- 3.3 Some insurers use care guidelines that may not match the professional medical opinion of the **Consultants**, nursing staff and other medical professionals providing your **Care**. In some cases, this can mean that your insurer may not pay for certain parts of the **Care** you receive, and you will be required to pay for that part of your **Care**. In particular you should note that treatment for complications may in some cases not be covered by insurance and in such cases, you agree to cover the cost of your **Care**.
- 3.4 Your insurance policy may not cover the cost of **Sundry Items** or other items such as specialist equipment, like crutches or wrist braces, some drug costs (including take home medication) anaesthesia costs where it is not a requirement of the treatment but is requested by the patient, or it may only cover part of such costs. You will be required to pay for any such items not reimbursed by your insurers before you are discharged.
- 3.5 If you are authorised for a given procedure by your insurer and you choose to have a further procedure or different procedure which is not covered by your policy, you will be given a self-pay **Price Guide** for this procedure and charged at **The London Clinic Standard Rates**. It is your responsibility to ensure that your insurer is made aware of the additional procedure(s) and that you are aware of the additional costs you may incur.
- 3.6 Your insurance policy may have a policy excess (annual or otherwise) which you may be required to pay first before your insurer will pay for the remainder of your **Care**, alternatively your insurer may ask **us** to collect this amount from you directly.
- 3.7 **The London Clinic** will not be responsible for any insurer shortfall in cover. If you are unsure at any time what your insurance policy covers, please speak directly with your insurer who will be able to explain your policy and any exceptions within your policy.
- 3.8 Where your insurer has stopped funding your **Care**, **we** will notify you and you will become a self-pay patient and will be expected to fund your **Care** yourself. Deposits will be taken in accordance with paragraphs 4.11 and/or 5.6 as applicable and payment of outstanding invoices sought in accordance with paragraphs 3.13 (c) and 3.13 (d). Where you are unable or unwilling to self-fund and are medically fit for discharge (as determined by **The London Clinic** Medical Director or Chief Nurse or their deputies), **we** will stop providing your **Care**, you will be discharged and you will be required to leave the hospital. This is required whether or not you are entitled to free NHS care.

Sponsorship

- 3.9** Where you have a **Sponsor** who has agreed to pay for your **Care**, please ensure you have authorisation from them prior to booking your **Care** with **us**.
- 3.10** If a **Sponsor** has agreed to pay for your **Care**, **The London Clinic** will require details of such party including your relationship with them and contact details for them. **The London Clinic** reserves the right to verify your **Sponsor's** identity and credit worthiness and any arrangement in place between you and your **Sponsor** before agreeing to provide **Care**.
- 3.11** You agree to provide all information requested by **The London Clinic** to verify, to our satisfaction, details of any such arrangement including a letter of guarantee from your **Sponsor** confirming to **us** that they will cover the costs of your **Care** at **The London Clinic** a minimum of ten (10) working days prior to your admission date.
- 3.12** If following **The London Clinic's** credit and identity checks on your **Sponsor**, **The London Clinic** has made the decision not to accept your **Sponsor** as payor for your **Care** or in circumstances when your **Sponsor** has stopped funding your **Care** or you refuse repatriation (if relevant), we will notify you that you have become a self-pay patient and so will be expected to fund your **Care** yourself. Deposits will be taken in accordance with paragraphs 4.11 and/or 5.6 as applicable and payment of outstanding invoices sought in accordance with paragraph 3.13 (c) and 3.13 (d). Where you are unable or unwilling to fund your **Care** yourself and are medically fit for discharge (as determined by **The London Clinic** Medical Director or Chief Nurse or their deputies), **we** will stop providing you **Care** and you will be discharged and will be required to leave the hospital. This is required whether or not you are entitled to free NHS care.

Payment

- 3.13** You agree with **The London Clinic** that you will pay for your **Care**. Whilst you will remain responsible for the payment of your **Care**, where you have private medical insurance or a third party has agreed to pay for your **Care**:
- (a) **we** will, where possible, process the claim for your **Care** with your insurer or **Sponsor**, provided you have given **us** and your insurer or **Sponsor** all the information **we** need to do so. If this information is incomplete or inaccurate, **we** may not be able to process your claim and you will need to pay for your **Care**, as set out in (c) below;
 - (b) where **we** process your claim and your insurer or **Sponsor** pays **us** direct, the rate agreed between **The London Clinic** and your insurer or **Sponsor** will apply to your **Care**;
 - (c) if your insurer or **Sponsor** fails to settle our invoices (or any part of them) within thirty (30) days of the date of the invoice **we** will assume that the outstanding amount will not be paid by them and you will become immediately liable for payment in full. **We** may invoice you direct or debit the relevant balance from your credit or debit cards in accordance with the process set out in paragraph 2.34;
 - (d) if **we** invoice you for your **Care**, or for an element of it, you agree to pay **us** the amount invoiced within seven (7) days of the date of the invoice from **The London Clinic** or our billing partner Patient Zone.
- 3.14** If no rate has been agreed between **The London Clinic** and your insurer or **Sponsor** in respect of your **Care**, **The London Clinic Standard Rates** will apply to your **Care**.
- 3.15** If you pay for your **Care** and subsequently seek reimbursement from your insurer or **Sponsor**, and if no other rate has been expressly agreed between you and **The London Clinic**, **The London Clinic Standard Rates** will apply to your **Care**. You must pay the full

balance a minimum of ten (10) working days prior to your scheduled admission date.

3.16 We recommend that you keep in contact with your insurer or **Sponsor** at each stage of the **Care** you receive to ensure you are appropriately covered.

Cancellation *(Your attention is particularly drawn to these paragraphs in relation to cancellations)*

- 3.17** If you decide not to go ahead with your procedure or any other services, you may contact **us** at any time to cancel. You will be required to pay for any **Care** received up until the point of cancellation. In accordance with paragraph 3.13(a) your insurer or **Sponsor** will be charged at the rates agreed between **The London Clinic** and your **Sponsor** or insurer. Where you have a **Sponsor**, any items that have been pre-ordered on your behalf, such as bespoke prosthesis and/or high-value radiopharmaceuticals that have been ordered on your behalf (and cannot be reused for other patients) will be charged in full. If your **Sponsor** fails to pay for any bespoke item you will become liable for payment as set out in paragraph 3.13 (c) above.
- 3.18** Please note your **Consultant** may charge cancellation fees if you cancel. This is not within the control of **The London Clinic** and you should confirm what cancellation fees may apply with your **Consultant** directly and what your insurer or **Sponsor** will cover.
- 3.19** If your **Consultant** cancels your **Treatment Plan** because they consider it is not in your best interests for medical reasons, you will be required to pay for the **Care** you have received up until the point of cancellation and your insurer or **Sponsor** will be charged these sums. In accordance with paragraph 3.13 (a) your insurer or **Sponsor** will be charged at the rates agreed between **The London Clinic** and your **Sponsor** or insurer.

Part D: Paying for Yourself - Fixed Price Package or All Inclusive Fixed Price Package

This Part D will apply if you are a self-pay patient on a **Fixed Price Package** or an **All Inclusive Fixed Price Package**.

- 4.1** Along with these **Terms** you have been provided with a **Treatment Plan** which will confirm either the **Fixed Price Package** or the **All Inclusive Fixed Price Package** costs for the **Care** that you are to receive under your **Treatment Plan** and how you should make payment. Please ensure you read your documentation carefully and make sure it reflects your agreed **Treatment Plan**/planned treatment and associated costs. Any pricing estimates that are reflected in any marketing material or on our website are general guide prices only. As set out in Part B (General Terms and Conditions), your **Treatment Plan** is part of your **Agreement** with **The London Clinic**.
- 4.2** All prices quoted are valid for a period of three (3) months from the date of issue.
- 4.3** Where possible, please sign and return a copy of the **Fixed Price Package** or **All Inclusive Fixed Package Treatment Plan** to the patient liaison office a minimum of ten (10) working days prior to your scheduled admission date.

What is included in the Fixed Price Package?

- 4.4** Unless your **Treatment Letter** states otherwise, your **Fixed Price Package** in relation to your **Treatment Plan** includes:
- (a) pre-admission tests assessments;
 - (b) professional fees (but only where stated) including, for example, **Consultant** fees;
 - (c) hospital fees including standard nursing, accommodation, and patient meals for as long as required;
 - (d) planned tests, assessments, treatments, drugs and dressings;
 - (e) any dietetic assessment requested by your **Consultant**;
 - (f) the price of any standard implants or prosthesis, if required;
 - (g) for inpatient stays, up to two daily visits from the therapy team per night;
 - (h) planned X-rays, scans and physiotherapy that you require during your stay in hospital;
 - (i) take home medication that you require on the advice of or as prescribed by your **Consultant** for up to five (5) days following discharge (other than antibiotics or in relation to DVT prophylaxis where, if required, you will receive a full course of treatment);
 - (j) walking or personal aids such as crutches, sticks or reachers, if required;
 - (k) any unplanned extended stay if clinically required as further described in paragraph 2.12;
 - (l) any unplanned admission to ITU if clinically required as further described in paragraph 2.15;
 - (m) other unplanned services e.g. imaging or pathology, if clinically required as further described in paragraph 2.9;
 - (n) unplanned readmission within fourteen (14) days of discharge as further described in paragraph 2.18; and

(o) certain revision treatment where you are a patient that as part of your **Care** has or will undergo **Aesthetic Treatment**, but only in the limited circumstances set out in paragraphs 2.22-2.24.

What is included in the All Inclusive Fixed Price Package?

4.5 In addition to those items set out in paragraph 4.4 above, unless your **Treatment Letter** states otherwise, your **All Inclusive Fixed Price Package** in relation to your **Treatment Plan** Includes:

- (a) **Consultant** surgical fees and one follow up consultation with your **Consultant**; and
- (b) **Consultant** anaesthetist fees.

What is NOT Included in the Fixed Price Package?

4.6 By signing the **Admission Form** on the date of admission, you agree to pay any additional costs, outside of the **Fixed Price Package** that you incur during your hospital stay.

4.7 The following items are not included in the **Fixed Price Package** for your **Treatment Plan**. If you have not paid for these already, you will be asked to pay for these separately at **The London Clinic Standard Rates** or in the case of **Consultant** fees at the rates specified by them (unless otherwise stated in your **Treatment Letter**). The items not included in your **Fixed Price Package** are:

- (a) your initial consultation with your **Consultant** and any tests or additional services carried out at the time of that consultation;
- (b) diagnostics prior to your planned admission unless stated in your **Treatment Letter**;
- (c) pre-admission and post-discharge physio, occupational therapy or dietetic therapy unless you have purchased a bolt-on package;
- (d) **Consultant** fees (which can include your named **Consultant** and fees for other **Consultant** radiologists, endoscopists, surgeons (etc.) involved in your **Care** unless expressly included);
- (e) **Consultant** anaesthetist and/or intensivist fees (unless expressly included);
- (f) **Sundry Items**;
- (g) large home aids, such as stair lifts;
- (h) ambulance or transport fees;
- (i) more than five (5) days of take home medication that you require on the advice of or as prescribed by your **Consultant** following discharge (other than antibiotics or in relation to DVT prophylaxis where, if required, you will receive a full course of treatment);
- (j) bespoke prosthesis costs; and
- (k) **Care** not listed in your **Treatment Letter** or **Care** that is listed as being excluded from your **Treatment Plan**.

What Is NOT Included in the All Inclusive Fixed Price Package?

4.8 By signing the **Admission Form** on the date of admission, you agree to pay any additional costs, outside of the **All Inclusive Fixed Price Package**, that you incur as part of your **Care**.

4.9 The following items are not included in the **All Inclusive Fixed Price Package** for your **Treatment Plan**. If you have not paid for these already, you will be asked to pay for

these separately at **The London Clinic Standard Rates** or in the case of **Consultant** fees at the rates specified by them (unless otherwise stated in your **Treatment Letter**). The items not included in your **All Inclusive Fixed Price Package** are:

- (a) your initial consultation with your **Consultant** and any tests or additional services carried out at the time of that consultation;
- (b) diagnostics prior to your planned admission unless stated on your **Treatment Letter**;
- (c) pre-admission and post-discharge physio, occupational therapy or dietetic therapy;
- (d) **Sundry Items**;
- (e) large home aids, such as stair lifts;
- (f) ambulance or transport fees;
- (g) more than five (5) days of take home medication that you require on the advice of or as prescribed by your **Consultant** following discharge (other than antibiotics or in relation to DVT prophylaxis where, if required, you will receive a full course of treatment);
- (h) bespoke prosthesis costs; and
- (i) **Care** not listed in your **Treatment Letter** or **Care** that is listed as being excluded from your **Treatment Plan**.

Payment

4.10 Where possible, you must pay the full balance, as detailed in your **Treatment Letter**, at least ten (10) working days prior to your scheduled admission date.

Deposits

4.11 Where you have been unable to pay the full balance in accordance with paragraph 4.10 above before your scheduled admission date, due to an urgent or out of hours admission, on admission you will need to pay a deposit of £5,000 per night for a minimum of five (5) nights, or if your **Consultant** has stipulated that a minimum stay of ten (10) nights or more is required **we** will take a deposit for the duration of your expected stay. You may then be asked to pay for your treatment in stages during your **Care**, as the amount of your deposit will be used before you are discharged, or you will be required to settle your account on or within seven (7) days following discharge.

Cancellation/Refunds *(Your attention is particularly drawn to these paragraphs in relation to cancellations)*

4.12 If you decide not to go ahead with your procedure or any other services as part of your **Fixed Price Package** or **All Inclusive Fixed Price Package** agreed with you, you may contact **us** at any time to cancel. You will be required to pay for any **Care** received up until the point of cancellation and/or any other reasonable costs that **The London Clinic** has incurred. This will be charged at **The London Clinic Standard Rates** and this will include any items that have been pre-ordered on your behalf but not paid for, such as any bespoke prosthesis and/or high-value radiopharmaceuticals that have been ordered on your behalf (and cannot be reused for another patient) which will be charged in full.

4.13 **We** will also charge a cancellation fee if you cancel any outpatient and diagnostic appointment (including but not limited to imaging, therapies, and outpatient procedures) with **The London Clinic** within forty-eight (48) hours of your scheduled appointment time and you have paid a deposit or pre-paid for your **Care**.

- 4.14** The cancellation fees referred to in paragraph 4.13 above are as follows: (a) fifty percent (50%) of the appointment cost if you cancel between twenty-four (24) to forty-eight (48) hours before your scheduled appointment time; or (b) 100 percent (100%) of the appointment cost if you cancel within twenty-four (24) hours of your scheduled appointment time or do not attend the hospital at the correct date and time.
- 4.15** Please note your **Consultant** may also charge cancellation fees if you cancel. This is not within the control of **The London Clinic** and you should confirm what cancellation fees may apply with your **Consultant** directly.
- 4.16** If you have already paid in full for your **Fixed Price Package** or an **All Inclusive Fixed Price Package** or made a deposit, **we** will refund your payment, less any amount that you owe to **The London Clinic** and/or the **Consultant**. Refunds will only be made via the original payment method. **We** do not pay cash refunds. This means **we** will only refund (by cheque or electronic transfer) the cardholder or person (including any finance company if you are financing your **Care** through a finance arrangement) who made the original payment. Any interest your finance company may or may have already charged you is a matter between you and your finance company, **we** do not refund interest paid.
- 4.17** If your **Consultant** cancels your **Treatment Plan** because they consider it is not in your best interests for medical reasons, you will be required to pay for the **Care** you have received up until the point of cancellation and if you have already made a payment, **we** will refund that payment, less any amount that you owe to **The London Clinic** and/or the **Consultant**, in line with paragraph 4.16 above.
- 4.18** **The London Clinic** reserves the right to determine if and when cancellation charges will be levied in accordance with these **Terms**. If you have a query in relation to a cancellation charge please contact the department in which the appointment was made. If you wish to make a complaint in relation to a cancellation charge please contact patient experience on complaints@thelondonclinic.co.uk.

Part E: Paying for Yourself - Other

This Part E will apply if you are a self-pay patient and are not on a **Fixed Price Package** or an **All Inclusive Fixed Price Package**.

Guide Price

- 5.1** If you are paying for your own **Care** and it is not covered by a **Fixed Price Package** or an **All Inclusive Fixed Price Package**, following your initial consultation with your **Consultant** you will be provided with a **Treatment Letter** containing a written self-pay **Price Guide** of the anticipated costs for your **Care**. Please ensure you read the documentation carefully and make sure it reflects your agreed **Treatment Plan**/planned treatment and associated anticipated costs. Any pricing estimates that are reflected in any marketing material or on our website are general guide prices only. This self-pay **Price Guide** will not cover the costs of your **Consultant** who will advise you separately of their fees and will invoice you directly for the treatment they provide except where **The London Clinic** expressly agrees to collect the **Consultants'** fees as agent on behalf of the particular **Consultant** (this will be made clear to you in writing, if applicable).
- 5.2** It is not always possible to give an exact price for the **Care** you will receive at **The London Clinic** and the total cost may depend on a number of factors, including any pre-existing conditions you may have. **The London Clinic** will always try to provide an accurate guide and if the cost of your **Care** is likely to exceed this **Price Guide**, **The London Clinic** will try to notify you as soon as possible.
- 5.3** **Price Guides** are valid for a period of three (3) months from the date of issue.
- 5.4** You are responsible for the payment of all **Care** you receive at **The London Clinic** including any **Sundry Items**.

Payment

- 5.5** Where possible, you must pay the self-pay **Price Guide** (including the cost of any bespoke prosthesis if applicable), as detailed in your **Treatment Letter**, a minimum of ten (10) working days prior to your scheduled admission date. If your scheduled admission date is less than ten (10) working days from your booking date, then payment in full is required at the time of booking. You may also be asked to pay for your treatment in stages during your **Care** if the self-pay **Price Guide** you have paid is used before you are discharged. If the cost of your treatment exceeds the self-pay **Price Guide** you may be asked to make additional payments prior to discharge.

Deposits

- 5.6** Where you have been unable to pay the self-pay **Price Guide** as detailed in your **Treatment Letter** in accordance with paragraph 5.5 above before your scheduled admission date, due to an urgent or out of hours admission, on admission you will need to pay a deposit of £5,000 per night for a minimum of five (5) nights, or if your **Consultant** has stipulated that a minimum stay of ten (10) nights or more is required **we** will take a deposit for the duration of your expected stay. You may then be asked to pay for your treatment in stages during your **Care**, as the amount of your deposit will be used before you are discharged, or you will be required to settle your account on or within seven (7) days following discharge.

Cancellation/Refunds *(Your attention is particularly drawn to these paragraphs in relation to cancellations)*

- 5.7** If you decide not to go ahead with your procedure or any other services as part of your self-pay **Price Guide** for **Care** which has been agreed with you, you may contact **us** at any time to cancel. You will be required to pay for any **Care** received up until the point of cancellation and/or any other reasonable costs that **The London Clinic** has incurred. This will be charged at **The London Clinic Standard Rates** and this will include any items that have been pre-ordered on your behalf which can't be reused, such as bespoke prosthesis and/or high-value radiopharmaceuticals that have been ordered on your behalf (and cannot be reused for another patient) which will be charged in full.
- 5.8** **We** will also charge a cancellation fee if you cancel any outpatient and diagnostic appointment (including but not limited to imaging, therapies, and outpatient procedures) with **The London Clinic** within 48 hours of your scheduled appointment time and you have paid a deposit or pre-paid for your **Care**.
- 5.9** The cancellation fees referred to in paragraph 5.8 above are as follows: (a) fifty percent (50%) of the appointment cost if you cancel between twenty-four (24) to forty-eight (48) hours before your scheduled appointment time; or (b) 100 percent (100%) of the appointment cost if you cancel within twenty- four (24) hours of your scheduled appointment time or do not attend the hospital at the correct time.
- 5.10** Please note your **Consultant** may also charge cancellation fees if you cancel. This is not within the control of **The London Clinic** and you should confirm what cancellation fees may apply with your **Consultant** directly.
- 5.11** If you have already paid your self-pay **Price Guide** in full or made a deposit, **we** will refund your payment, less any amount that you owe to **The London Clinic** and/or the **Consultant**. Refunds will only be made via the original payment method. **We** do not pay cash refunds. This means **we** will only refund (by cheque or electronic transfer) the cardholder or person (including any finance company if you are financing your **Care** through a finance arrangement) who made the original payment. Any interest your finance company may or may have already charged you is a matter between you and your finance company, **we** do not refund interest paid.
- 5.12** If your **Consultant** cancels your **Treatment Plan** because they consider it is not in your best interests for medical reasons, you will be required to pay for the **Care** you have received up until the point of cancellation and where you have already made a payment, **we** will refund that payment, less any amount that you owe to **The London Clinic** and/or the **Consultant**, in line with paragraph 5.11 above.
- 5.13** **The London Clinic** reserves the right to determine if and when cancellation charges will be levied in accordance with these **Terms**. If you have a query in relation to a cancellation charge please contact the department in which the appointment was made. If you wish to make a complaint in relation to a cancellation charge please contact patient experience on complaints@thelondonclinic.co.uk.

Part F: Overseas Patients

- 6.1** If you are not ordinarily resident in the UK you will be liable to pay charges if you require NHS treatment whilst in the UK, whether related to your **Care** at **The London Clinic** or otherwise.
- 6.2** By signing an **Admission Form** and agreeing to these **Terms** you confirm that you have leave to enter the UK, that you meet all relevant immigration criteria and that you have made suitable arrangements for payment of your **Care** at **The London Clinic**. **The London Clinic** may contact the UK Border Agency or Home Office (as relevant) to the extent necessary to clarify any information regarding your leave to enter or remain in the UK in connection with your **Care**.

Part G: Definitions

"Admission Form" means the patient registration form you sign when attending any appointment at **The London Clinic** or on admission to **The London Clinic**;

"Aesthetic Treatment" is where a patient chooses to have an operation, or invasive medical procedure to change their physical appearance for aesthetic reasons;

"Agreement" means these **Terms**, your **Treatment Plan**, your **Treatment Letter**, any **Admission Form** and any **Consent Form**;

"All Inclusive Fixed Price Package" means the fixed price you will pay for your **Treatment Plan**, as set out in your **Treatment Letter** subject to the exclusions set out in paragraph 4.9 above of these **Terms**;

"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 to treatment, procurement, research and storage of reproductive material;

"Care" means care, treatment, diagnosis, services and goods provided by **us**, excluding **Sundry Items**;

"Consent Form" means the medical consent form you will sign before any particular procedure/ treatment following your **Consultant's** explanation of your procedure/ treatment and any associated risks;

"Consultants" means all consultants, surgeons and anaesthetists involved in your **Care** including your named consultant, in each case as the context requires;

"Fixed Price Package" means the fixed price you will pay for your **Treatment Plan**, as set out in your **Treatment Letter** subject to the exclusions set out in paragraph 4.7 above of these **Terms**;

"Price Guide" means the anticipated and estimated costs of your **Treatment Plan** according to the terms of the **Treatment Letter**;

"Privacy Policy" means **The London Clinic's** privacy notices which sets out how **we** handle and protect your personal data at **The London Clinic**. <https://www.thelondonclinic.co.uk/privacy>;

"Sponsor" means an employer, or other third party, as identified to **The London Clinic**;

"Sundry Items" means personal items incidental to your **Care**, including meals for your visitors, newspapers and phone calls;

"Terms" means these Patient Terms and Conditions;

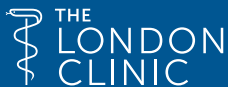
"The London Clinic", "we" or "us" means The Trustees of the London Clinic Limited, a registered charity;

"The London Clinic Group" means in respect of **The London Clinic**, our parent undertaking and the subsidiary undertakings of our parent undertaking and our associated companies including TLC Ophthalmology LLP;

"The London Clinic Standard Rate(s)" means **The London Clinic** standard rates for **Care** which **we** can provide upon request;

"Treatment Letter" means the letter or email (as applicable) that **we** send to you regarding your **Treatment Plan** or **Care**; and

"Treatment Plan" means the treatment, tests and/or procedures that will be carried out at **The London Clinic** as set out in your **Treatment Letter**.



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