Hospital-Only Terms and Conditions

Where the entire Fee is paid directly to your operating Surgeon

These Terms and Conditions ("Terms") apply where your entire Fee is paid directly to your operating Surgeon, rather than to My-iClinic Ltd, trading as My-iClinic ("My-iClinic", "we", "us", "our"), a CQC-registered clinic of 960 High Road N12 9RY Company No 07154126. They cover the hospital services we provide, and form the contract between us and you (the "Patient", "you").

These Terms apply to your hospital care only. Your fees, and the terms of your clinical relationship with your Surgeon, are agreed separately and directly with your Surgeon. Nothing here affects your legal rights as a consumer.

1. Definitions

- Confirmation Pack: our email confirming your Procedure, the Hospital Fee, the date, the payment deadline and your pre-operative forms.
- Patient: a person aged 18 or over who has booked, or is considering booking, a Procedure with your Surgeon and with us.
- Procedure: the surgical procedure arranged by My-iClinic and performed by your Surgeon.
- Surgeon: a GMC UK-registered medical practitioner who is a Fellow of the Royal College of Ophthalmologists.

2. Our Commitment to You

As part of your hospital care, we will provide, or arrange:

- suitable facilities, standard consumables and staffing
- post-procedure refreshments
- a pre-operative telephone assessment with a nurse, if there is a clinical need
- return to theatre within 24 hours, provided this takes place at My-iClinic and there has been no outside interference with your recovery
- take-home medication, discharge drugs and dressings.

We may also arrange additional pre- or post-operative tests, histology or specialist assessment on an individual basis, itemised and invoiced separately in advance (or, in an emergency, afterwards). Examples include blood tests, biopsies, pathology and histology; swabs; a psychologist consultation; a GP/specialist fitness-for-surgery letter; X-ray, MRI or ultrasound imaging; admission to another hospital; an unplanned admission to intensive or critical care; private ambulance transport; and anaesthetic fees, unless expressly included in your Fee.

3. Your Responsibilities

- Read and ask questions about the Procedure Information, consent, leaflets and other literature we give you before consenting to treatment.
- Follow the pre- and post-operative instructions given by your Clinicians and by My-iClinic.

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- Return your Medical Questionnaire at least two weeks before your Procedure.
- Disclose all previous ophthalmic surgical history, procedures or interventions to your surgeon.

4. Your Surgeon

Your Surgeon is an independent practitioner, not an employee of My-iClinic. Other than in relation to our Privacy Policy obligations, we are not liable for any act or omission of your Surgeon, or of the company or partnership that engages them. Our staff, including nurses, provide your hospital care under your Surgeon's instructions. This does not affect your right to bring a claim directly against your Surgeon, and it does not limit our own liability for our own negligence (see Section 9).

Your Surgeon is solely responsible for: giving you clinical information about your Procedure; your pre- and post-operative instructions; explaining the expected outcome, limits and risks; deciding whether you are suitable for treatment; and your care and delegated after-care following your Procedure.

5. Anaesthetist

Any Anaesthetist involved in your care has a direct professional relationship with you and is personally responsible for advising you on anaesthetic risks and for deciding whether you are anaesthetically suitable for your Procedure. Anaesthetists are independent practitioners, not employees of My-iClinic.

6. Fees

You pay your Surgeon directly. Your Surgeon's fee covers each of the Surgeon fee, the Anaesthetist fee and the Hospital fee. We do not invoice you separately for these elements.

7. Cancellation

7.1 Your statutory right to cancel (distance and off-premises contracts)

Under the Consumer Contracts Regulations 2013, if you booked entirely by phone, online or another distance method, without attending our premises first, you have a statutory right to cancel within 14 days of booking, without giving a reason, subject to payment for any service already provided at your request within that period.

7.2 Our cooling-off period

You have 14 days from your Surgeon Consultation to cancel your Procedure. You may waive this in writing, after discussion with your Surgeon, if you want your Procedure booked sooner, fees then become non-refundable from that point, subject to any rights that cannot be excluded by law.

7.3 Cancelling after the cooling-off period

Please email cancellations recepion@my-iclinic.co.uk and your surgeons medical secretary. The following charges apply to the hospital element of your care, reflecting the costs and commitments we are likely to have already made on your behalf:

When we receive your written cancellation	Charge
More than 30 days before your Procedure date	Full Deposit
Between 30 and 15 days before your Procedure date	50% of the total Fee

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When we receive your written cancellation	Charge
14 days or less before your Procedure date	The full Procedure Fee

7.4 Cancellation for medical reasons

Only your Surgeon or Anaesthetist can cancel or postpone your Procedure for medical reasons. If postponement is appropriate, a new date will be offered at no extra charge. If the Procedure is cancelled for medical reasons, we will refund your Fee in full, less any pre-operative tests already carried out, unless the cancellation is because you did not disclose relevant medical information or did not follow pre-operative advice, in which case the charges in 7.3 apply.

7.5 Cancellation for non-payment

If we cannot collect your Fee by the due date, we may cancel your Procedure and charge £200, plus £150 if pre-operative tests have taken place. We do not reimburse expenses following a cancellation by us, by you, or by your Surgeon or Anaesthetist.

8. Postponement

You may postpone your Procedure once your Fee is paid, for up to 24 months (pregnancy) or 12 months (any other medical or non-medical reason). We hold your Fee on account during this time.

When we receive your written postponement request	Charge
More than 30 days before your Procedure date	No charge
Between 30 and 15 days before your Procedure date	Full deposit
Between 14 and 49 days before your Procedure date	£1,000
Less than 48 hours before your Procedure date	The full Procedure Fee

If you postpone and later cancel, we will apply either the cancellation charge in Section 7.3 or the schedule below, whichever is higher:

Timing of the original postponement	Cancellation charge
30 days or more before the original Procedure date	£300 admin fee, plus £150 if a pre-operative test has taken place
15–29 days before the original Procedure date	50% of the total Fee
14 days or less before the original Procedure date	The full Procedure Fee

We may postpone your Procedure if your Medical Questionnaire forms are missing or, where inaccurate, prevent the procedure going ahead safely:

Timing of the postponement	Charge
8–31 days before your original Procedure date	50% of the total Fee
7 days or less before your original Procedure date	The full Procedure Fee

We may need to change your date or venue for reasons beyond our control. We will offer alternative dates within eight weeks of your original date, or later dates of your choosing within the next 12 months. If we cannot offer a date within eight weeks, we will refund you.

9. Re-Admission Policy

This policy covers all Procedures, including those with implants and those that often need more than one stage (such as refractive procedures, lens repositioning). Return to theatre for suture removal within 14days, at My-iClinic, is free of charge, provided the correct procedure was followed and there has been no outside interference. Return to theatre, or emergency care, at another hospital is charged directly by that hospital.

By proceeding with surgery, you confirm you understand that all surgery carries risks — including infection, the occasional need for a secondary surgery — which your Surgeon will have explained and which you will have signed to acknowledge before your Procedure. No clinical procedure is entirely risk-free, and no particular outcome can be guaranteed.

> *This does not affect your right to a remedy where your Surgeon has not exercised reasonable care and skill, as required by the Consumer Rights Act 2015.*

Circumstances	Reduction to our normal Hospital charge
Surgeon considers further surgery necessary to improve a result that did not meet the outcome agreed with you at Consultation	20% (Anaesthetist and Surgeon fees also apply)
Surgeon considers the original results acceptable and within normal limits, but further surgery would still be beneficial	10% (Anaesthetist and Surgeon fees also apply)

10. Complaints and Liability

- If you are unhappy with your treatment outcome, please speak to your Surgeon as soon as possible, your Surgeon is responsible for clinical outcomes.
- If you are unhappy with your hospital care, please contact us at manager@myiclinic.com, we are responsible for your hospital care.
- If we, or your Surgeon, cannot resolve your complaint, our Complaints Procedure Patient Guide will apply. We subscribe to the Independent Sector Complaints Adjudication Service (ISCAS) for independent review.

Nothing in these Terms excludes or limits our liability, or that of your Surgeon or Anaesthetist, for death or personal injury caused by negligence, for fraud, for breach of the terms implied by the Consumer Rights Act 2015, or for any other liability that cannot lawfully be excluded. Subject to this, we are not liable for indirect or consequential losses arising from your treatment or its outcome, except where these result from our own negligence.

11. Data Protection

We process your personal data, including health information, to provide your care and run our clinic safely, in accordance with UK GDPR and the Data Protection Act 2018. Full details are in our Privacy Policy, available at https://my-iclinic.co.uk/privacy-policies/ or on request.

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12. Changes to These Terms

We may update these Terms, for example to reflect a change in the law or our services. We will not apply a change to a Procedure you have already booked and paid a deposit for, unless the law requires it or you agree. Any variation must be confirmed to you in writing and countersigned by a Director of My-iClinic.

13. General

- These Terms, and the services we and our Clinicians provide, are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.
- Nothing in these Terms affects your other legal rights as a consumer.

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