Terms and Conditions for Surgical Procedures

Please read carefully before booking your Procedure

These Terms and Conditions ("Terms") apply to surgical Procedures provided by My-iClinic Ltd, trading as My-iClinic ("My-iClinic", "we", "us", "our"), a CQC-registered clinic of 960 High Road, London N12 9RY 9RY Company No 07154126. They form the contract between us and you (the "Patient", "you") once you book a Procedure with us.

Please read these Terms carefully before you book. If any other literature or information we provide conflicts with these Terms, these Terms will take precedence. Nothing in these Terms limits or affects your statutory rights as a consumer. Your signed Consent Form governs the clinical detail of your specific Procedure. Nothing in these Terms affects your legal rights as a consumer.

1. Definitions

- Anaesthetist: a UK-registered medical practitioner who is a member or Fellow of the Royal College of Anaesthetists.
- Clinician: a Nurse, Surgeon or Doctor involved in your care.
- Confirmation Pack: our email confirming your Procedure, the Fee, the date, the payment deadline and your pre-operative forms.
- Consultation: a meeting with a Surgeon to discuss a Procedure you are considering.
- Consultation Fee: the part of the Fee that relates to your Consultation.
- Fee: the total amount charged for your Procedure (Hospital Fee, Surgeon Fee and Anaesthetist Fee, unless stated otherwise).
- Patient: a person aged 18 or over (or aged 16–17 with a GP referral letter) who has booked, or is considering booking, a Procedure with us.
- Medical Questionnaire: the self-assessment medical questionnaire we ask you to complete so your Surgeon can assess your fitness for the Procedure.
- Procedure: the surgical procedure arranged by My-iClinic and performed by a Surgeon, with anaesthesia provided by an Anaesthetist where required.
- Psychological Screening and Declaration Form: the self-declaration form used to help your Surgeon assess your psychological suitability and motivations for a Procedure.
- Surgeon: a UK-registered medical practitioner who is a Fellow of the Royal College of Ophthalmology

2. Fees and What They Cover

2.1 The Hospital Fee

This covers the facilities and services we provide directly, including:

- standard consumables, staffing and use of our facilities
- any standard implants and eye protection the Procedure requires
- pre-operative blood and BMI checks where clinically appropriate

- a pre-operative telephone assessment with a nurse where clinically appropriate
- 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
- one post-operative Surgeon consultation, unless otherwise stated in your treatment leaflet

2.2 What is not included

Some tests and care are not part of the standard Hospital Fee because they are only needed in some cases. Where we know about these in advance, we will quote and invoice you separately before your Procedure. Where they are needed in an emergency, we will invoice you afterwards. Examples include:

- additional pre- or post-operative blood tests, biopsies, pathology or histology
- Swabs, a psychologist consultation, or a GP/specialist fitness-for-surgery letter
- X-ray, MRI or ultrasound imaging
- admission to, or treatment at, another hospital
- an unplanned admission to intensive or critical care
- private ambulance or transport to another hospital

2.3 Surgeon and Anaesthetist Fees

We collect the Surgeon Fee and the Anaesthetist Fee as their agent, unless your Procedure is funded by private medical insurance (PMI), in which case the Hospital, Surgeon and Anaesthetist will each invoice your insurer directly.

2.4 Quote validity

A Fee quoted after a Consultation is valid for three months. If you book after that you may require a new chargeable consultation, we will requote at our then-current prices.

3. Payment

- A Consultation with a Surgeon requires payment of £200–£350 at the time of booking. This includes one further Consultation, free of charge, if you need it.
- A deposit of £500 is required to secure a Procedure date, for all refractive and cataract procedures. For all other procedures the deposit amount will be shared at the time of quotation/ booking.
- The remaining balance is due at least 30 days before your Procedure date. If you confirm a date within 30 days of the Procedure, the full Fee is due immediately.
- If you are financing your treatment through a third-party finance company, that agreement is separate from, and does not change, your obligations to us under these Terms. If your finance application is declined or is not completed at least 30 days prior to your procedure date, you remain responsible for paying us directly.

3.1 Paying through private medical insurance

- You must give us your policy number and a valid authorisation code before your Consultation or treatment. If you cannot, you will need to pay us directly and reclaim the cost from your insurer.
- If your insurer’s payment is lower than our self-pay fee, and you provide your authorisation code only after your Procedure, we cannot refund the difference.

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- An authorisation code covers one specific condition or treatment. Any additional condition needs its own authorisation code, or self-payment.
- If your insurer declines to pay for all or part of a Procedure or test, you are responsible for the shortfall.
- We ask for a refundable £500 surgical deposit where insurance is funding all or part of your Cataract Procedure, for all other procedures this may be more and will be shared with you at the time of booking.

4. Our Commitment to You

In arranging your Procedure, we will:

- make sure your Procedure is carried out by an appropriately qualified and registered Surgeon
- satisfy ourselves that your Surgeon and Anaesthetist hold appropriate professional indemnity insurance
- satisfy ourselves that every Clinician involved holds the qualifications and registrations they need to practise
- provide suitable facilities for your Procedure
- give you the information you reasonably need to understand the Procedure on offer, so you can decide whether to proceed to a Consultation
- provide our own services, including our facilities, staffing and administration, with reasonable care and skill, as required by the Consumer Rights Act 2015.

5. Your Surgeon, Anaesthetist and Clinicians

Your Surgeon and Anaesthetist are independent practitioners, not employees of My-iClinic. Each has a direct professional relationship with you and is personally responsible for the clinical advice and care they give you, including:

- obtaining your consent and explaining the risks, benefits and limits of your Procedure
- giving you pre- and post-operative instructions
- assessing whether you are suitable for the Procedure or anaesthetic, and deciding whether to accept you for treatment
- the clinical care and after-care you receive, including any secondary surgery agreed under Section 9.

> *Because your Surgeon and Anaesthetist are independent practitioners, My-iClinic does not carry vicarious liability for their clinical decisions or treatment outcomes. This does not stop you bringing a claim directly against the Surgeon or Anaesthetist responsible, and it does not limit My-iClinic's own liability for our own negligence, see Section 11 (Liability).*

6. Your Responsibilities

To help us provide safe and effective care, you agree to:

- read and ask questions about the Procedure Information and other literature we give you before consenting to treatment
- return your Medical Questionnaire at least two weeks before your Procedure, and provide accurate medical information
- disclose all previous surgical history and eye health related treatments
- attend your pre-operative consultations and screenings as scheduled
- tell us about any change in your health at least 48 hours before surgery

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- follow the pre- and post-operative advice given by your Clinicians (for example on medication, smoking or vaping, fasting, weight/BMI, and arranging a chaperone if needed)
- agree to a blood or urine test if your Surgeon or Anaesthetist reasonably believes you may have recently taken drugs or nicotine.

If inaccurate, misleading or withheld information, or not following pre-operative advice, leads to a short-notice postponement or cancellation for safety reasons, the charges in Sections 7 and 8 will apply. These charges reflect the costs we will already have committed on your behalf; they are not a penalty.

7. Cancelling Your Procedure

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

Under the Consumer Contracts Regulations 2013, if you booked your Procedure entirely by phone, online or another distance method, without ever attending our premises in person before booking, you have a statutory right to cancel within 14 days of booking, without giving a reason. If, at your request, we begin any part of your treatment during that 14-day period, you may still have to pay for the services already provided.

> *In practice, most surgical bookings follow at least one in-person Consultation, so this statutory right will not usually apply. Where it does apply, it exists alongside, not instead of, the cooling-off period we offer everyone under Section 7.2.*

7.2 Our cooling-off period

Whichever way you booked, you have 14 days from your first Surgeon Consultation to cancel your Procedure. Fees are refunded, less £200-300 towards your Consultation and a further £150 if pre-operative tests have already taken place. You may waive this cooling-off period in writing, after discussing this with your Surgeon, if you want your Procedure booked sooner, in which case fees become non-refundable from that point, subject to any rights that cannot be excluded by law.

7.3 Cancelling after the cooling-off period

If you cancel a booked Procedure after the cooling-off period, the following charges apply. They are set to reflect the costs and commitments we are likely to have already made on your behalf (such as theatre time, staff and supplies), they are not intended to penalise you.

When we receive your written cancellation	Charge
More than 30 days before your Procedure date	Full deposit amount
Between 30 and 15 days before your Procedure date	50% of the total Fee
14 days or less before your Procedure date	The full Procedure Fee

Cancellations and postponements must be made by telephoning the clinic on 0208 445 8877, all calls are recorded for monitoring purposes.

7.4 If we or your Surgeon need to cancel or postpone for medical reasons

Only your Surgeon or Anaesthetist can cancel or postpone your Procedure for medical reasons, for example, if they consider you are not medically fit for treatment, or that the Procedure is not appropriate for you and no suitable alternative exists.

- If postponement for medical reasons is appropriate, we will offer a new date at no extra charge.

- If the Procedure is cancelled for medical reasons, we will refund your Fee in full, less the consultation fee and a further £150 if pre-operative tests have taken place, unless the cancellation is because you did not disclose relevant medical information, gave incorrect information, or did not follow pre-operative advice, in which case the charges in Section 7.3 apply instead.

7.5 If we cancel for non-payment

If we are unable to collect your balance by the due date, we may cancel your Procedure and charge £200, plus £150 if pre-operative tests have taken place.

7.6 Losses we are not responsible for

We are not liable for indirect losses arising from a cancellation or postponement, such as travel, accommodation or loss of earnings, except where these result from our own negligence or breach of these Terms (see Section 11).

8. Postponing Your Procedure

You may postpone your Procedure once you have paid your Fee in full, for up to 24 months (if postponing due to pregnancy) or 12 months (for any other medical reason). We hold your Fee on account for you during this time. To postpone, email reception@my-iclinic.co.uk

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	25% of the total Fee
Between 14 days and 48 hours before your Procedure date	50% of the total Fee
Less than 48 hours before your Procedure date	The full Procedure Fee

A second postponement requires a further deposit of a minimum of £500 payment if made more than 30 days ahead, or the full Fee if within 30 days. It is your responsibility to rebook; if you do not, your Fee is not refundable. If you later cancel a postponed Procedure, the cancellation charges in Section 7.3 apply, calculated from your original Procedure date.

We may need to change your Procedure date or venue for reasons beyond our control. If so, we will offer you a new date as close as possible to the original, and in any event within eight weeks, or a later date of your choosing within 12 months. If we cannot offer a date within eight weeks, we will refund you. You are not entitled to a refund simply because we have rearranged your date within this process.

If we postpone your Procedure because your pre-operative forms are missing, incomplete or inaccurate to a degree that prevents your Procedure from safely going ahead, the following charges apply, reflecting our committed costs:

Timing of the postponement	Charge
8–14 days before your original Procedure date	50% of the total Fee
7 days or less before your original Procedure date	The full Procedure Fee

9. If You Are Not Happy with the Outcome

Surgery carries inherent risks, and no outcome can be guaranteed. Your Surgeon will explain the general and Procedure-specific risks to you during your Consultation and record this as part of your consent.

> *This section describes a goodwill policy that sits on top of your legal rights, it does not replace them. Your Surgeon must perform your Procedure with reasonable care and skill, as required by the Consumer Rights Act 2015, and this right cannot be excluded. If you believe your Surgeon has been negligent, you can bring a claim regardless of whether treatment is offered under this policy.*

Return to theatre within 24 hours, or for suture removal within 14 days at our premises, is included at no extra charge (see Section 2.1).

Beyond this, if your Surgeon and our Medical Director (or an independent clinician nominated by the Medical Director) agree, following a clinical assessment, that:

- the outcome falls materially outside the range reasonably expected for your Procedure, and
- this is directly attributable to how the Procedure was carried out, and not to a recognised risk, a factor specific to you, or your not following pre- or post-operative advice

We may offer further surgery at a reduced rate, on the following basis. This is a discretionary goodwill offer, not an automatic entitlement, and any stated discount is indicative and subject to clinical assessment.

Circumstances	Reduction to our normal charge
Surgeon and Medical Director agree further surgery is needed to address a clinically identified issue outside the expected range of outcomes	50%
Surgeon considers the original results acceptable and within normal limits, but further surgery would still be beneficial and in your best interests	20%
Any further request for surgery after that	10%

- You must raise any concern in writing and attend an in-person clinical review with your operating Surgeon within 12 months of your original Procedure. Any decision on further surgery must be made within two years of the original date.
- This policy does not apply where the outcome is attributable to a recognised risk or known complication, a factor specific to you (such as axial length, myopia, or an underlying condition), a lifestyle factor, not following pre- or post-operative advice, or natural degeneration.
- Further surgery under this policy must take place at My-iClinic, with a Surgeon we organise, unless we agree otherwise in writing in advance. If you arrange secondary surgery independently, this policy no longer applies to any further treatment.
- This policy is not a right to a refund. Dissatisfaction with a functional outcome alone does not entitle you to a refund, without prejudice to your statutory rights.

Some Procedures are commonly performed in stages, and a proportion of patients need a further procedure to achieve the optimum results such as being spectacle free, this reflects normal variation, not surgical error. Your Surgeon will discuss with you, before your Procedure, whether this is likely to apply to you and what any further stage would cost.

10. Complaints

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We aim to treat every patient fairly, compassionately and professionally. If you are unhappy with any part of your care:

- Speak to the clinic as soon as possible, and in any event within a year of your Procedure, the concern will be shared with your Surgeon.
- If your concern is not resolved to your satisfaction, write to us at manager@myiclinic.com and we will send you our Complaints Procedure Patient Guide.
- We subscribe to the Independent Sector Complaints Adjudication Service (ISCAS) for independent review. ISCAS asks that complaints be raised within six months of your Procedure.

11. Liability

Nothing in these Terms excludes or limits our liability, or that of any Surgeon, Anaesthetist or Clinician, for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- breach of the terms implied by the Consumer Rights Act 2015, including that services will be provided with reasonable care and skill; or
- any other liability which cannot lawfully be excluded or limited.

Subject to the above, we are not liable for indirect or consequential losses, such as loss of earnings, or travel and accommodation costs, arising from your treatment, its outcome, or any cancellation or postponement, except where these result from our own negligence or breach of these Terms.

As explained in Section 5, your Surgeon and Anaesthetist are independent practitioners who are personally and professionally responsible for the clinical care they provide. This does not exclude our own liability for our own acts or omissions, including in relation to our facilities, staffing and administration.

12. 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. This includes sharing relevant information with the Clinicians involved in your care, which is necessary for us to treat you safely. Full details of what we collect, why, how long we keep it, and your rights are set out in our Privacy Policy, available at [Privacy Policy link] or on request from reception.

13. Changes to These Terms

We may update these Terms from time to time, for example, to reflect a change in the law, our services or regulatory requirements. 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 to it. We will always confirm any variation to you in writing, and it is only effective if countersigned by a Director of My-iClinic.

14. Events Beyond Our Control

We are not liable for any delay or failure to perform our obligations caused by events beyond our reasonable control, including equipment failure, staff illness, regulatory requirements or emergency clinical priorities. We will let you know as soon as reasonably possible and work with you to rearrange your care.

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15. 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.
- If any part of these Terms is found unenforceable, the rest continues to apply.
- Nothing in these Terms affects your other legal rights as a consumer.

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