



# **KLINIKAL**

Surgical Terms & Conditions

[klinikal.co.uk](http://klinikal.co.uk)

# KLINIKAL

## SURGICAL TERMS & CONDITIONS

These Terms and Conditions set out the basis on which The Healthcare Collection Ltd (trading as 'Klinikal') and your Surgeon or Doctor provide their respective services to you. The agreement is made between you, and Klinikal and the Surgeon or Doctor. The Terms and Conditions of business apply to goods and services supplied by Klinikal, the Surgeon and the Anaesthetist (described in these terms and conditions as 'Surgeon or Doctor'). These Terms and Conditions take precedence over the contents of written material provided by Klinikal and/or the Surgeon or Doctor to the patient (in any written or electronic format including, but not limited to, all of The Healthcare Collection Ltd's, Surgeons' or Doctors' websites, including all forms of social media, and in any written booklets, save where the booklets describe the medical procedure which is to be undertaken which is referred to in these terms and conditions as 'Patient Information') and/or any oral representations made by employees, sub-contractors or persons otherwise engaged by Klinikal, the Surgeons or Doctors.

### 1. DEFINITIONS AND INTERPRETATION

**1.1** "Klinikal" means The Healthcare Collection, Company number SC745180, whose registered office is The Hatrack, 4th Floor, 144 St Vincent Street, Glasgow, G2 5LQ

**1.2** 'Patient Information' refers to the information supplied by Klinikal, the Surgeon or Doctor to Patients in paper and any electronic format, including but not limited to all of its websites (including all forms of social media). Some information which is provided to the Patient is prepared by the manufacturer of the products/prosthesis to be used. Klinikal and/or the Surgeons or Doctors do not accept any liability for the accuracy or otherwise of the manufacturer's information but believe that the information provided by them is accurate and that the manufacturer is a responsible company.

**1.3** 'Procedure' refers to the medical procedure/operation to be carried out by the Surgeon or Doctor and includes, but is not limited to, obtaining the Patient's informed consent to the procedure, pre and post-operative care, care plans, discharge of the Patient from operating premises and appropriate outpatients follow up, including the activities of an Anaesthetist engaged by the Patient and who holds a Practising Privileges Agreement or Surgeon's Contract or is in some other way permitted to carry out medical procedures.

**1.4** 'Surgeon or Doctor' (including Anaesthetist) means a self-employed person holding themselves out to be a qualified medical practitioner registered with the General Medical Council to practise medicine within the United Kingdom and who holds a Practising Privileges Agreement (or other Agreement) to carry out the procedure as described in the Patient quotation (and/or other treatments), and who contracts directly with the Patient for the provision of those procedures.

**1.5** 'Patient' means any person who has entered into a contract (on these terms and conditions) with Klinikal and the Surgeons or Doctors for the provision of a procedure and, in the case of the Surgeons or Doctors, the informed consent for and the provision of the procedure, pre- and post-procedure consultations, care and care plans and the Patient discharge. The outcome of the procedure remains at all times the responsibility of the Surgeons or Doctors with whom the Patient contracts separately in accordance with these terms and conditions.

**1.6** 'Non-Surgical' aspects of a procedure means the services provided by Klinikal, its employees, sub-contractors or persons otherwise engaged by Klinikal (excluding the Surgeons or Doctors) but excludes all the services that are provided by the Surgeons or

Doctors. It includes, but is not limited to, a nursing pre-procedure health assessment, pre- and post-procedure nursing care (at some outpatient post-discharge follow-up appointments), and administrative services. It does not include the pre-procedure and post-procedure consultation and/or advice and/or treatments, including informed consent to undergo the procedure (which includes but is not limited to decisions on the suitability of the procedure, medication pre and post-operative care, care plans and discharge of the Patient), which remain at all times the responsibility of the Surgeon or Doctor.

**1.7** 'Pre-booking' means a booking and payment made prior to consultation with a Surgeon or Doctor.

**1.8** 'Initial Aftercare Period' means the aftercare included within the cost of the Patient's procedure, which is 30 days from the date of the procedure.

**1.9** 'Cost' is the total procedure price as detailed on the quotation.

**1.10** 'Consultation' is a surgical aspect of the procedure. It is a pre-procedure meeting between the Patient and the Surgeons or Doctors, at which the Patient's suitability for the procedure is considered. It also includes any post-operative meeting between the Surgeon or Doctors and the Patient. 'Consultation' with a Patient Care Coordinator (known as a Surgeon Assistant or SA) and/or any employees, sub-contractors or persons otherwise engaged by Klinikal (excluding the Surgeons or Doctors) should be regarded as merely assisting the Patient to make a choice about the procedures available prior to a consultation. The SA and/or employees, sub-contractors or persons otherwise engaged by Klinikal (excluding the Surgeons or Doctors) are unlikely to be Doctors or Surgeons or medically trained in any way, and so any advice or representations they give should, in any event, be regarded as purely of a general non-medical nature. The Surgeon or Doctor remains at all times responsible for their advice and treatment.

**1.11** 'Premises' means any hospital, clinic or other building, or part thereof, occupied, operated, owned, managed or controlled by Klinikal or any company within the same group of companies as The Healthcare Collection Ltd.

**1.12** A Surgeon Assistant (SA) is a non-medically trained employee of Klinikal who assists the Patient to make a choice about the procedure(s) they wish to undergo and provides a list of Doctors or Surgeons who have Practising Privileges to carry out the procedure(s). These Terms and Conditions take precedence over

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any oral representations made by the SA or any other employees, sub-contractors or persons otherwise engaged by Klinikal including the Surgeons and Doctors, unless they are confirmed in writing by Klinikal to the Patient.

**1.13** The procedure includes the items detailed on the Personal Quotation.

**1.14** 'External facilities' are those facilities other than premises, operated, owned, managed or controlled by Klinikal or any company within the same group of companies as The Healthcare Collection Ltd.

**1.15** Any reference to a Clause is a reference to a clause or sub-clause of this Agreement.

**1.16** The headings in this Agreement are for convenience only and shall not affect its construction.

**1.17** Where the context permits, words importing one gender shall be treated as importing any gender.

**1.18** Words in the singular shall include the plural and vice versa.

**1.19** A reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.

**1.20** These terms and conditions will apply to any procedure which the Patient undergoes, including but not limited to the originally agreed procedure, any subsequent procedures carried out without further charge to the Patient that are related to the original procedure and will apply to all procedures/treatment until the initial aftercare period has expired or the Surgeon/Doctor has discharged the Patient from further follow up.

## 2. OBLIGATIONS AND WARRANTIES

**2.1** Klinikal has, before granting a Surgeon or Doctor (including Anaesthetist) Practising Privileges rights with Klinikal, confirmed that the Surgeon or Doctor is registered with the General Medical Council and that Klinikal has seen a copy of a private practice indemnity insurance certificate that was current at the date of granting Practising Privileges rights. Klinikal does not obtain copies of the whole of the policy document, and nor does it make any warranties in respect of the content of the same, save as set out above. Klinikal only suggests a Surgeon or Doctor to the Patient from a list of independent self-employed Surgeons or Doctors who hold Practising Privileges with Klinikal to carry out the procedure that the Patient is considering. Klinikal does not in any way recommend the Surgeon or Doctor to the Patient and the Patient is free to choose a Surgeon or Doctor from a list of Surgeons or Doctors who hold Practising Privileges with Klinikal with whom the Patient can contract for the provision of the service under these terms and conditions. Klinikal accepts no responsibility for matters which are within the professional responsibility of the Surgeon or Doctor, including the consenting of the Patient. All Surgeons and Doctors are independent contractors and are not employed by Klinikal. Klinikal shall satisfy

itself, as is reasonably practical, the relevant Practitioner is insured against claims for professional negligence on terms that Klinikal reasonably considers are normal given prevailing market conditions at the time of the procedure with either the Medical Defence Union, the Medical Protection Society or another UK appropriate Medical Defence or Insurance organisation. The Surgeon or Doctor is solely responsible for maintaining their insurance as appropriate and in line with the recommendations by the GMC. This includes any appropriate run-off cover and informing their insurers at the appropriate opportunity of any potential claim. The Patient accepts that Klinikal is unable to notify a Doctor or Surgeons' insurer of a potential claim or that the Surgeons or Doctor maintains their insurance once they are no longer working with Klinikal. In signing these terms and conditions, the Patient expressly agrees that they accept UK insurance and Defence Union Cover is acceptable.

**2.2** All Surgeons or Doctors (including Anaesthetists), are self-employed and make their own clinical decision at all times. The Patient warrants that having read and understood these Terms and Conditions that no cause of action in negligence and/or breach of contract will accrue against Klinikal for any treatment carried out by the Surgeon or Doctor. The Patient further warrants that he or she has read and understood the Patient information and fully understands the range of possible outcomes of the proposed procedure. For the avoidance of doubt, Klinikal is not vicariously or in any other way whatsoever liable for the negligent acts and omissions and/or breaches of contract and/or statutory duty by the self-employed Surgeon or Doctor. Such liability remains at all times with the Surgeon or Doctor.

**2.3** All of the Surgeons or Doctors (including Anaesthetists) which Klinikal may from time to time introduce to Patients are self-employed and contract under these terms and conditions with the Patient. They also make their own clinical decision at all times and are responsible for, but not limited to, the procedures pre-operative consultation process, obtaining the Patients informed consent, the pre and post-operative care and care plans, the Patient discharge from the hospital, the outcome of the procedure and any of the surgical aspects of the procedure for which they are professionally responsible.

**2.4** Klinikal and the Surgeon or Doctor will provide the procedure as outlined on the Personal Quotation on these terms and conditions. These can change subject to Klinikal and the Surgeon or Doctor's discretion but must be confirmed in writing.

**2.5** The Surgeons or Doctors (including Anaesthetists) and premises fees are included in the quoted price and Klinikal acts as their agent in the collection of them. On rare occasions, the Surgeon or Doctor and/or Klinikal may invoice the Patient separately, but the total will not be more than that shown on the quotation.

**2.6** The Patient accepts that no cause of action will accrue against Klinikal for any aspect of the procedure carried out by the Surgeon or Doctor (including the Anaesthetist) or which should have been carried out by the Surgeon or Doctor, including but not limited to the initial consultation, the risks and benefits of the proposed procedure and the recommending of the correct and

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most appropriate procedure (informed consent), the procedure performed, the prescription of medicine both before and after the procedure, Patient discharge, appropriate follow-up consultations, examinations including the pre and post-operative care and care plan and the treatment of any post-procedure complications.

**2.7** Klinikal will provide all appropriate medical implants and standard pre and post-operative (procedure) medication relevant to the Patient's procedure (e.g. breast implants, gastric bands, antibiotics and painkillers) as prescribed by the relevant Surgeon or Doctor. Specialist medications and implants may be prescribed by the Surgeon or Doctor but will not be provided or funded by Klinikal and these will be added to the Personal Quotation.

### 3. PATIENT'S OBLIGATIONS

**3.1** This contract is conditional upon Surgeons' or Doctors' (including the Anaesthetists) acceptance of the Patient based upon the information given by the Patient during Consultation(s) and in the Pre-Operative Assessments. The decision to carry out the procedure shall be at the discretion of the Surgeon or Doctor and/or the Hospital Manager, either jointly or individually, and their joint or individual decision will be final.

**3.2** The Patient acknowledges that the SA is not a Doctor or Surgeon or in any way medically qualified. Any advice that the SA may give is purely of a general non-medical nature. If the Patient has any queries, these should be raised at consultation with the Surgeon or Doctor or other suitably medically qualified persons.

**3.3** The Patient agrees to provide the Surgeon or Doctor and clinical employees, sub-contractors or persons otherwise engaged by Klinikal with a health history that is honest, accurate, reliable and complete. The Patient understands that withholding any medical information could be detrimental to his or her health and safety and may result in cancellation of the procedure with no refund. The Patient agrees that, if any change occurs in his or her medical history or status, he/she will inform Klinikal and the Surgeon or Doctor without delay and will keep Klinikal and the Surgeon or Doctor informed. Failure to provide this very important medical history will be treated by Klinikal as a material breach of contract by the Patient.

**3.4** The minimum age for any Patient to undergo a pre-procedure consultation is 18 years. Any Doctor or Surgeon or employee, sub-contractor or persons otherwise engaged by Klinikal can request photographic ID to prove the Patient's age and identity before providing treatment. A copy of the identification may be made and kept on the Patient's file.

**3.5** Advice given to the Patient by the Surgeon or Doctor is followed strictly by the Patient.

**3.6** The Patient discloses before treatment if they smoke, take any drugs (legal or illegal), use an e-cigarette, nicotine patches or any similar device and is responsible to stop their use in accordance with their Surgeon or Doctor's instructions. Cancellation due to non-compliance with this clause on the day of admission will require the Patient to pay a £2,500 rebooking fee in addition to the quoted procedure price.

### 4. GENERAL OBLIGATIONS

**4.1** Klinikal reserves the right to alter or cancel the Patient's admission date and time and/or outpatient appointments, although such cancellations or alterations will be avoided wherever possible. The Patient agrees that no consequential loss will be payable for any short notice cancellation or alteration of any procedure or appointment date and/or time. The Patient also acknowledges and accepts that the time that they are asked to attend the hospital or clinic on the day of the procedure may not be the time that the procedure is planned to take place; and it could be some hours before the procedure takes place due to clinical unpredictability of operating lists.

**4.2** The Patient agrees and acknowledges that this set of Terms and Conditions and any Pre-Operative Medical Notes and Records made are understood by them, that the information that they have given is accurate and correct and that the Patient has been given an opportunity to seek an explanation of both. The Patient acknowledges that the Pre-Operative Medical Assessment Documentation is designed to ensure that the Patient and the Surgeon or Doctor have fully agreed the procedure that has been planned, and that the Patient understands before the procedure the potential risks and benefits of it and has given their informed consent for the procedure to be undertaken.

**4.3** The Patient accepts that Klinikal's and the Surgeon or Doctor's total liability for any breach of contract is limited to the procedure costs, save for death or personal injury, fraud or fraudulent misrepresentation or any other act or omission where liability may not be limited or excluded under any applicable law.

**4.4** The Patient and the Surgeon or Doctor will be required to sign a Consent Form prior to the procedure.

**4.5** In the interest of Patient safety and welfare, Klinikal reserves the right to cancel, refuse or postpone the Patient's procedure at any time without any liability whatsoever to the Patient, save as set out in clause 5 herein.

### 5. RESCHEDULING/CANCELLATIONS/FAILURE TO ATTEND

**5.1** Klinikal and the independent Surgeons and Doctors have a 3-stage consent policy to protect Patients, allow them to make an informed consent, and ensure that they are given adequate time to consider the risks, complications and benefits of surgery;

Stage 1 - Virtual Consultation (usually by a video link) - Day 1

- Patient and Clinician discuss all treatment options and agree a preferred plan;
- Risk and benefits (including no treatment) discussed as part of consultation;
- Patient information booklet emailed to Patient;
- Nurse telephone call pre-op to confirm medical suitability and request GP records

Stage 2 - Face to Face

- Consultation with Surgeon to confirm and agree preferred treatment;
- Consent form is signed by Patient/Surgeon and must be retained in file with a copy of the consent form provided to the Patient;

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- Pre-operative assessment with Nurse – sign off medical suitability and take bloods.
- Stage 3 – Day of Surgery (at least 14 days from Stage 1, including the day of the Stage 1 virtual consultation)
- Reconfirmation of consent with Surgeon (signatures added to form signed at stage 2)

**5.2** Klinikal recommends that the Patient considers all aspects of their procedure for at least 14 days after their Pre-Procedure Consultation with the Surgeon or Doctor at Stage 1 and checks the Surgeon or Doctor's current GMC registration and professional indemnity insurance arrangements. For up to 14 days following the Patient's consultation with the Doctor or Surgeon, set out at clause 5.1 Stage 1, should the Patient wish to cancel the procedure for any reason whatsoever, any monies paid for the procedure are fully refundable (less any irrecoverable costs already incurred by Klinikal, which includes, but is not limited to, £150 to cover Nurse's time taken for pre-op and any blood tests etc. at clause 5.1 Stages 1 and/ or 2), with the proviso that Klinikal has been notified by email to: patient.care@Klinikal.co.uk of the Patient's wish to cancel under this provision.

**5.3** All monies are non-refundable should the Patient wish to cancel the procedure after the 14-day period (as set out in clause 5.2), save as set out in clauses 5.4 to 5.8 of these Terms and Conditions.

**5.4** Cancellations due to pre-existing medical conditions which were known by the Patient but were undisclosed by the Patient prior to booking the procedure will not be refunded and will be treated by Klinikal as a material breach of contract by the Patient. The full cost, as set out in the Patient quotation, will be payable by the Patient, save where the cancellation is made in accordance with clause 5.2 (14-day cancellation period) of these Terms & Conditions.

**5.5** Procedure cancellations necessary due to previously unknown medical conditions (including but not limited to) a positive Covid-19 (Coronavirus) test result taken at Stage 2 (clause 5.1) will be rescheduled when it is deemed safe to do so and is in the Patient's best interest. If, after reasonable consideration, the indicated medical condition prevents rescheduling of the procedure, then a refund of the monies paid will be made in line with section 5.2 to 5.8 of these Terms and Conditions. If the procedure is abandoned once started due to unforeseen medical conditions, Klinikal and the Surgeons or Doctors in their absolute discretion may retain sufficient monies to cover the costs incurred by them.

**5.6** Any cancellations made on medical grounds by the Patient will require the Patient to provide proof of the condition, including date of knowledge, from their GP or medical team providing their treatment.

**5.7** Rescheduling: If the Patient needs to reschedule the procedure date for any reason whatsoever, an administration fee will apply as follows:

- £250 if rescheduled with 32 days or more notice prior to date of admission
- £1,000 if rescheduled with between 15 and 31 days notice prior to the date of admission

- £2,000 if rescheduled with 14 days or less notice from the date of admission

This policy does not affect the 14-day period of reflection (clause 5.2).

**5.8** Cancellation after the 14-day period of reflection (clause 5.2): the following monies will be retained/payable to Klinikal and the Surgeons or Doctors to defray some of the costs incurred by them, unless the reason for the cancellation is because of a non-disclosed medical condition known to the Patient. In this circumstance no refund will be given (clause 5.4)

- a. The Patient's surgery is cancelled as the Surgeon deems the Patient not to be surgically suitable at Stage 2 (clause 5.1): The Patient will be reimbursed 100% of the total cost. Klinikal and the Surgeons or Doctors will not retain/ charge any monies.
- b. If the Patient's treatment plan significantly changes from the consultation at Stage 1 (clause 5.1) to the consultation at Stage 2 (clause 5.1): The Patient has the option of being reimbursed 100% of the total cost or alternatively rescheduling, not less than 14 days from the Stage 2 (clause 5.1) consultation. Klinikal and the Surgeons or Doctors will not retain/charge any monies.
- c. If the documentation from the Stage 1 (clause 5.1) virtual consultation does not reflect the Stage 2 (clause 5.1) face to face consultation and the Patient wishes to cancel: The Patient will receive a 100% refund of the total cost paid by them. Klinikal and the Surgeons or Doctors will not retain/charge any monies.
- d. Cancellations not as a result of clause 5.8 a, b or c, or clause 5.2, over 14 days prior to the procedure date: the Patient will be entitled to receive a refund of 75% of the total cost paid by them. Klinikal and the Surgeons or Doctors will retain/charge the Patient 25% of the cost.
- e. Cancellations not as a result of clause 5.8 a, b or c, or clause 5.2, made 8-14 days prior to date of the procedure: the Patient will be entitled to receive a refund of 50% of the total cost paid by them. Klinikal and the Surgeons or Doctors will retain/charge the Patient 50% of the cost.
- f. Cancellations not as a result of clause 5.8 a, b or c, or clause 5.2, 7 days or less prior to and including date of the procedure: the Patient will be entitled to receive a refund of 25% of the total cost paid by them. Klinikal and the Surgeons or Doctors will retain/charge the Patient 75% of the cost.

Stage 1 and 2 (clause 5.1) 'Pre-booked' initial consultation / appointments may be cancelled at any time by Klinikal, the Surgeons or Doctors or the Patient prior to the consultation/appointment. In such circumstances, the Patient will receive a full refund of any money paid including any deposit paid, unless the consultation/appointment is rescheduled, in which case no refund will be made.

## 6. COMPLAINTS/READMISSION

The complaints procedure is available on request from the SA, or it can be downloaded from the company website. If the Patient

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has a complaint regarding any aspect of their treatment, Klinikal recommends that the Patient discusses this with their SA in the first instance. Any and all complaints made to Klinikal must be made in writing in accordance with Klinikal's complaints procedure within 6 months from the date of the Patient's procedure or incident about which the Patient is complaining. If after using Klinikal's usual complaints process no resolution can be reached, Klinikal may refer the complaint for independent mediation. Referral will be conditional on the basis that all parties are bound by the outcome. Klinikal may be responsible to fund the mediation. The Patient agrees that all medical records can be released to the appointed Arbitration Officer. Settlements reached using this method will be considered by Klinikal, the Surgeon or Doctor and the Patient as binding and as a Full and Final settlement of all and any claims howsoever arising.

## 7. AFTERCARE & READMISSION

**7.1** Aftercare - The initial aftercare period will include standard post procedure review appointments and immediate emergency readmissions for up to 30 days. The Patient is referred to Klinikal's website for full details of Klinikal's Patient aftercare policy and these terms and conditions. The Patient may wish to download this information for their records. Klinikal reserves the right to change its aftercare policy from time to time. In case of any doubt, the aftercare policy in force at the date of this contract will be applied. The Patient aftercare policy starts on the day of the procedure. When the aftercare period applicable to the Patient's procedure has expired, any subsequent investigations and/or treatment will be quoted for and charged separately.

**7.2** The aftercare will end immediately after the initial aftercare period of 30 days. Where the Patient experiences a clinical complication within the 30-day period, Klinikal will continue to provide clinical management of the Patient until such time the Patient is healed and fit for discharge of routine follow up.

**7.3** If the Patient and the Surgeon or Doctor agree that a further procedure (as part of the original procedure) is necessary, Klinikal and the Surgeon or Doctor will consider contributing to the surgical plan and the Patient will pay a fixed cost of £2,500 for cosmetic and general surgical procedures and £4000 for weight loss procedures.

## 8. CONFIDENTIALITY

**8.1** Klinikal and the Patient agree that all matters relating to the Patient's treatment will be kept as confidential save where Klinikal is required to disclose such material to relevant members of medical and other staff at Klinikal and/or the self-employed Surgeons or Doctors (including the Anaesthetists) and/or relevant Government authorities, be they regulatory or otherwise, and/or in circumstances where the Patient is deemed to have, either explicitly or impliedly, waived his/her rights to confidentiality.

**8.2** The Patient confirms his or her consent to the disclosure of personal information by Klinikal to independent Surgeons or Doctors, Anaesthetists and Nurses and to its employed Nurses and other employees or persons otherwise engaged by them for the purpose of discussing a Patient's treatment and to any other hospital facility/ premises (including but not limited to NHS facilities and/or private non-NHS hospital facilities and Doctors or Surgeons) as part of the booking process for their surgical admission and treatment, and

should emergency treatment be necessary at premises that are not owned, managed, occupied or controlled by The Healthcare Collection or one of its group companies.

**8.3** If required, the Patient's SA will provide the Patient with the policy on access to medical records. Records will be supplied only to the Patient.

**8.4** Images may be taken before, during and after the Patient's procedure for documentation purposes by the Surgeon or Doctor. They will remain with the Surgeon or Doctor but may also be held at Klinikal's premises.

**8.5** Klinikal is committed to uploading Patient details as requested by the Department of Health and any other regulatory bodies. The Patient's agreement to these terms and conditions is their consent to release these details without prior notification.

## 9. PAYMENTS

**9.1** Any funds held on a Patient's account that remain outstanding for a period of 12 months from the date of receipt will be retained by Klinikal and will not be refundable to the Patient in accordance with these Terms and Conditions (in particular section 5). Any refund that is deemed appropriate in these circumstances will be made at the sole discretion of Klinikal.

**9.2** Where any deposit and/or monies paid for the patient's procedure are found to be refundable in accordance with any section of these Terms and Conditions, such refund will only be paid to the Patient as named on the Personal Quotation.

**9.3** The procedure will be immediately cancelled if the balance is not paid in full 30 days before the day of the procedure. If the procedure is cancelled on the grounds of non payment by Klinikal, the Patient will be invoiced for and be liable to pay Klinikal's administration and other costs which will not be more than 75% of the total cost of the procedure as set out in the Patient's Personal Quotation. In these circumstances, an invoice will be raised which should be paid within 14 days from the date of the invoice.

**9.4** Patients who have pre-booked their procedure or are awaiting medical clearance with a procedure date within 30 days will be required to settle their balance in line with Klinikal's normal process as set out in this section, whilst awaiting the further information. If after receipt of the information the Patient is found medically unsuitable for treatment at any Klinikal premises, a refund will be issued to the Patient.

**9.5** Funds are non-transferable between Patients or different procedures for the same Patient.

**9.6** Klinikal reserves the right to request identification from the person settling the account. Should this not be available, the procedure may be cancelled and a cancellation fee will apply as set out at section 5.

**9.7** Patients booking a procedure less than 30 days before their admission will be required to pay in full at the time of booking.

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**9.8** Following registration, the Patient may be asked to provide a deposit and Klinikal may make confidential enquiries at credit reference agencies to enable them to offer a full range of payment options for any treatment the Patient may need. The Patient may be able to see the enquiry on their file, but it will not be available to any other organisations, which means that there is no impact on the Patient's credit rating, and the results will not be disclosed to any third party. All personal and medical information contained within this registration will remain confidential and will not be disclosed to any third party without the Patient's express consent.

**9.9** Patients settling their account in cash should note that if a full or partial refund is required either a bank transfer or bankers draft will be issued. No refund will be made in cash.

**9.10** Refunds will take up to 28 days to process.

## **10. DATA PROTECTION ACT 2018 - GDPR**

The Klinikal Data Protection and GDPR and privacy Terms and Conditions are shown on Klinikal's websites, and copies can be provided on request from the Patient's SA. Klinikal processes data relating to Patients in connection with the relevant Treatment provided to those Patients in accordance with these terms and conditions. Klinikal wishes to disclose data relating to Patients to the Relevant Practitioner in the course of the Relevant Treatment and wishes to have the consent of the Patient to such disclosure. The Patient is deemed to consent to the disclosure of sensitive personal data by Klinikal to the Relevant Practitioners and hospital staff. Klinikal also reserves the right to share patient data with other companies within The Healthcare Collection Group and the Patient is deemed to consent to this disclosure.

## **11. JURISDICTION**

Each party irrevocably agrees that the Scottish courts shall have non - exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## **12. ILLEGALITY**

If any provision or term of these Terms and Conditions or any part of them shall become or be declared illegal invalid or unenforceable for any reason whatsoever such terms or provisions shall be divisible from these Terms and Conditions and shall be deemed to be deleted.

## **13. ENTIRE AGREEMENT**

These Terms and Conditions embody and set out the entire agreement and understanding of the Patient, Klinikal and the Surgeons or Doctors and supersedes all prior oral or written agreements, understandings or arrangements. These Terms and Conditions can only be varied by Klinikal, the Surgeon or Doctor and the Patient in writing.

## **14. WAIVER**

No forbearance or indulgence by Klinikal or the Surgeon or Doctor shown to the Patient or granted by Klinikal or the Surgeon or Doctor in respect of any breach of any section of these Terms and Conditions shall in any way affect or prejudice the rights of Klinikal or the Surgeon or Doctor under these Terms and Conditions or be taken as a waiver of such breach or any subsequent breach.