# **INFORMATION SHEET FOR ALL PATIENTS**

You are wishing to undergo a surgical procedure and this information sheet contains important information in relation to such procedure and forms part of your contract with me and should be read in conjunction with the "Agreement for Surgical Services" document and the Quotation. For the purposes of this information sheet I will refer to myself as the surgeon and to you as the patient.

# The responsibilities of the Surgeon are that:

The surgeon shall ensure that they maintain the necessary qualifications and registrations required to practise as a Consultant Breast and Oncoplastic Surgeon.

The surgeon shall retain private practice medical indemnity insurance

The surgeon shall carry out a full assessment to ensure that the patient is suitable for their requested surgical procedure and that their expectations as to the outcome are realistic

The surgeon shall provide the information required for the patient to make a reasoned decision with regards to requested surgical procedure. This includes details about the procedure, the result, alternatives and risks.

It is for the surgeon to arrange for a suitable hospital for the surgical service to be provided.

The surgeon will <u>not</u> be responsible for any act or omission with the services provided by the hospital or the anaesthetist and the patient accepts that any complaint or dispute relating such services will be raised directly with the hospital or anaesthetist.

### The responsibilities of the Patient are:

To have read and understood all the information supplied to them.

The patient will be honest and complete in providing all information requested or relevant when disclosing their medical history. The patient does understand and accept that failure to do so may lead to postponement or cancellation of a procedure, the costs of which will be payable by the Patient.

It is for the patient to comply with all perioperative instructions supplied to them. The patient does understand and accept that failure to do so may lead to postponement or cancellation of a procedure, the costs of which will be payable by the patient.

The patient accepts and understands that no surgeon can guarantee an outcome and that occasionally further surgery is required to improve the result.

The patient also must accept that any surgical procedure carries risks that cannot be avoided and that they accept such risk.

### **Payment**

The Quotation confirms the total price of your surgical procedure (including implants where applicable). This Quotation includes routine pre-operative assessment, post-operative care for 12 months and any emergency care (e.g. for bleeding or infection) that a patient requires.

The price contained with the Quotation does not include a sports bra, the cost of any specialist investigations (e.g. a mammogram which will be recommended to all women aged 40 years and above if they have not had one in the preceding 12 months) or private prescriptions provided as an outpatient. The patient may be responsible for costs associated with further surgery as detailed below.

The patient will be liable for an additional £1000 charge in the event of an unplanned overnight stay (unless the Patient has been readmitted for emergency care)

As stated on the Quotation a £500 deposit is required to secure the operation date and the remaining balance is required 28 days prior to the procedure. If the procedure is booked within 28 days of the operation date then full payment is required at the time of booking. Should the remaining balance not be paid by the patient by the deadline stated on the Quotation then and in such case the deposit will be refunded less an administration fee of £115.

#### Postponement or Cancellation by the Patient

The patient has 14 days after their first consultation with the surgeon in which they can cancel their procedure and receive a full refund. This period of time is known as the cooling off period. Outside of this 14 day cooling off period, any deposit will be refunded less an administration fee of £115 and, depending on when the patient cancels or postpones their procedure, the following extra charges will apply;

- if within 2 weeks of the surgery date then 90% of the full payment will be due,
- if between 15 and 21 days prior to the procedure then 50% of the full payment will be due.
- if 22 days or more then there will be no extra charge,
- In the event of postponement, an additional full payment will be required to secure
  a new operation date although this fee may be reduced at the absolute discretion of
  the surgeon.

## Postponement or Cancellation by the Surgeon

If the surgery is postponed or cancelled by the surgeon as a result of the patient not disclosing a complete medical history or not following instructions then the charges as outlined in the section above will apply as if the postponement or cancellation was by the patient.

If the surgery is postponed or cancelled due a previously unknown medical condition (including a positive COVID-19 test) then the charges as outlined in the section above as if the postponement or cancellation was by a patient will be reduced or waived at the absolute discretion of the surgeon.

The surgeon is not liable if there is a postponement for reasons beyond their control and the patient will not automatically receive a refund. The surgeon will however offer alternative dates for surgery as soon as reasonably possible.

## **Further Surgery**

If both the surgeon and patient feel that the result of the procedure is not in agreement with that which was discussed pre-operatively and can be improved then further surgery will be provided free of charge as long as the patient has attended a consultation or requested a consultation in writing with the surgeon within two years of the procedure date and none of the exemptions requiring payments by the patient apply as set out in the following paragraphs.

If free of charge further surgery as set out in the paragraph above is agreed and there is any monetary difference between the further procedure and the original procedure (e.g. a change in implant size or type) then the patient will be charged for the difference in price.

If free of charge further surgery is agreed and the patient cancels or postpones the procedure the following charges will apply;

- if within 2 weeks of the surgery date then £1500 will be charged,
- if between 15 and 21 days prior to the procedure then £1000 will be charged,
- if 22 days or more then there will be no charge.

<u>Free of charge further surgery will not be agreed in the following situations and the Patient will be responsible for all costs of further surgery:</u>

- If the result of the surgery has been adversely affected by ageing, significant weight gain (at least 5% increase above weight at the time of the original operation) or pregnancy.
- If the patient has not followed post-operative instructions as supplied to you in writing as part of your completed consultation document(s)
- Any problems related to scarring around incisions
- Any problems related to sagging or drooping of your tissue

- Any problems related to capsular contracture (e.g. a firm breast where the implant moves upwards). Financial assistance or implant replacement may be provided by the implant manufacturer in this instance as detailed in their protection plan.
- Any problems related to implant rupture. Financial assistance or implant replacement may be provided by the manufacturer in this instance as detailed in their protection plan.
- Any problems related to tissue stretch or thinning after breast implants. Tissue stretch problems include the implants drifting off to the side when the patient lies flat or sitting too low when the patient sits up. Tissue thinning problems include being able to see and feel the implant under your tissue or the implant rippling.

# **Confidentiality and Data Protection**

Your data will be stored securely. You are deemed to consent to the sharing of information with anyone involved in your care or processing payment for services ordered by you. This includes where information is provided to a third party to analyse and test any tissue removed (i.e. histology) or take payment from you.

Your information will be added to The Breast and Cosmetic Implant Registry and will allow you to be contacted in the event of a product recall or any other safety concern related to a specific implant. In England, consent is not required for your information to be added. Further details can be found at <a href="https://digital.nhs.uk/data-and-information/clinical-audits-and-registries/breast-and-cosmetic-implant-registry#patient-information">https://digital.nhs.uk/data-and-information/clinical-audits-and-registries/breast-and-cosmetic-implant-registry#patient-information</a>.