

Deferred Payment Terms and Conditions

Streamline Surgical LLP



Important Information Please read carefully

Please take the time to read these Terms and Conditions (“Terms”) carefully. They set out the terms upon which you will be provided with treatment by Streamline Surgical LLP (“Streamline”) and replace any previous terms that you may have received. Please ask us if there is something that you would like explained further.

These terms together with your invoice for your procedure are your contract with Streamline. By paying Streamline for your procedure you are entering into a contract with us and we will assume that you accept and agree to be bound by all of the terms set out below unless you inform us in writing beforehand to the contrary.

Your clinician is defined as your responsible named consultant or anyone acting directly on their behalf or under their instructions.

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List of items and treatments are included in your treatment package

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Exclusions

List items and treatments that are **not** included within your treatment package

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Included in your Streamline Weight Loss Surgery Package

Prior to your admission

1. The Streamline weight loss surgery package includes:
 - 1.1 Consultation/assessment with an obesity nurse practitioner or dietician
 - 1.2 Consultation with a bariatric surgeon (if this consultation was chargeable this fee will be deducted from your final procedure price)
 - 1.3 Pre-operative assessment conducted at your hospital treatment centre

During your hospital stay

2. The Streamline weight loss surgery package includes:
 - 2.1 All Consultant's fees whilst you are an inpatient
 - 2.2 Hospital accommodation and meals
 - 2.3 Nursing care and facilities
 - 2.4 Theatre fees, drugs and dressings
 - 2.5 High dependency unit and/or intensive care unit if required
 - 2.6 Daily inpatient medical care
 - 2.7 Prosthesis if applicable, such as gastric band or balloon
 - 2.8 Tests, treatments, drugs and dressings you may need during your stay in hospital
 - 2.9 Imaging, physiotherapy, pathology and histology

Aftercare

3. The Streamline weight loss surgery package includes 24 months aftercare:
 - 3.1 Follow-up consultations with a clinician
 - 3.2 Access to a dietician, as required. (Either by telephone or as an outpatient)
 - 3.3 Take-home drugs as dispensed by the hospital or treatment centre pharmacy and any necessary antibiotics for the prescribed period
 - 3.4 All band fills and adjustments as clinically prescribed
 - 3.5 Within the first six months of surgery, the

costs of re-siting a band or repositioning a port, if in the opinion of the Consultant, the procedure is necessary

Excluded from your Streamline Weight Loss Surgery Package

4. The Streamline weight loss surgery package excludes
 - 4.1 Patients with a Body mass Index ("BMI") greater than 50 or weighing more than 28 stones (178kg) will incur an additional charge of £1,000 over and above the standard price. Your BMI will be confirmed at your initial consultation. Patients whose BMI is in excess of 50 will be offered surgery in a centre deemed appropriate by Streamline's surgeons, and as such, the package of care may differ slightly from these terms and conditions. Such variations, if any, will be notified to you in writing
 - 4.2 Diagnostic tests or services received prior to your admission, other than as previously stated
 - 4.3 Any revision surgery (excluding band slippage or port re-siting in the first six months) is **not** considered a complication and will be charged at the prevailing rates
 - 4.4 Any extended stay in hospital once your consultant has advised you are fit for discharge from hospital is **not** included in this package and will have to be arranged and paid for by yourself
 - 4.5 Personal costs such as telephone, alcoholic drinks, newspapers and visitors' meals and/or refreshments during your stay in hospital
 - 4.6 Medication prescribed after you have been discharged from the hospital
 - 4.7 Outpatient blood tests (we ask your GP to conduct these tests) and outpatient x-rays or other tests required to investigate and/or diagnose potential problems
 - 4.8 Ambulance fees or travel and/or hotel expenses for your or any visitors

4.9 Care you receive that is not related to your obesity surgery, including treatment of complications that arise after 30 days post surgery

General Terms for Streamline weight loss packages

Admission

- 5. The hospital reserves the right to refuse the admission of a patient for any reason
- 5.1 We aim to offer all patients their first choice of admission date, however we reserve the right to determine the date of admission of the patient and, if necessary, change the date of admission. Prior notice will be given, whenever possible, should the admission date need to be changed
- 5.2 Costs incurred that are not included in the package price will be charged at the hospital's standard rates

Discharge

- 6. The decision as to whether you are fit for discharge is at the absolute discretion of your clinician. Should you wish to stay in hospital after you have been declared fit for discharge, the hospital's standard charges will apply. You will be invoiced by the hospital and will need to settle the balance with the hospital directly
- 6.1 If you discharge yourself against the advice of your clinician, no further services will be provided as part of the package
- 6.2 No refund will be given if you leave the hospital earlier than expected

Complications

- 7 The package price includes the cost of treating any complications for 30 days following the date of your procedure. Where these complications arise directly out of the treatment you have received as part of your weight loss surgery and are identified within the 30 days of your discharge from hospital, provided you have followed the advice of your Consultant and any other medical professionals involved in your care following weight loss surgery

7.1 In very rare circumstances during your procedure your surgeon may discover a complication which, in their clinical opinion, means that your planned weight loss surgery cannot go ahead. Complications requiring further investigation, or assessment by a specialist (eg: concerns regarding the liver) may require us to abort your procedure. Where we do need to abort your weight loss procedure we will refund any monies owing less the charges made to us by the hospital for your care and treatment received

8. Treatments

Gastric Band – Gastric Band implantation will be performed by a specialist surgeon using a validated and recognised technique.

Please note that as with all medical treatments, there is no absolute guarantee that you will achieve your desired weight loss with gastric band surgery. Failing to do so can be due to a variety of reasons, including failing to adapt to the changes that are required in your eating behaviours and lifestyle. These will have been explained to you. Each patient is individual and our case studies, and other material, are provided for information purposes and do not form any representation as to the weight loss you will achieve

Conditions: Band adjustments will be made only on the recommendation of our clinical team. If you have a band adjustment elsewhere, outside of normal clinics, other than as part of your planned weight management programme, against the advice of the clinical team, or where an adjustment is made by us to rectify your band restriction in one of the above circumstances, an additional charge will be made

If you default on a repayment Band Review and Dietetic Appointments will be ceased until your account is brought back up-to-date. Treatment for any clinical issues with your gastric band will still be offered to you.

Termination of Contract If collection of monthly repayments are declined on three consecutive months, this contract will be terminated and you will be discharged from our care.

Payment

- 9. The package price is valid for three months from the date of written confirmation by us
- 9.1 Payment of £3,950 may be made using most credit and debit cards. There is a 3.5% service charge on all American Express payments. Personal cheques are accepted by prior arrangement and must be received fourteen (14) working days prior to admission
- 9.2 The Deferred Monthly Repayments must be made via GoCardless Direct Debit Mandate This Mandate must be completed, signed and returned to us no later than fourteen (14) days prior to your procedure. Streamline will refuse admission to a patient who has not completed, signed and returned their mandate if you fail to do so.
- 9.3 In relation to the items included in our package for services both prior to admission and during your hospital stay as more particularly set out in paragraphs 1 and 2 above:
 - a) A deposit of £1,000 will be required twenty one (21) days prior to admission. The deposit is refundable minus any costs incurred by Streamline for any treatment received; and
 - b) The outstanding balance of £2,950 must be paid in full and appear in our account as cleared funds seven (7) days prior to admission. Streamline will refuse admission to a patient who has not paid in full
- 9.4 In relation to the items included in your deferred payment package for aftercare services as more particularly set out in paragraphs 3 and 8 above:
 - a) will be payable in twelve (12) monthly instalments with the date of the first instalment being due five days after the date of the patient’s surgery;
 - b) failure by the patient to make a payment for any month will be refused Band Review appointments other than for the purposes of a

clinically required band defill, or other treatment in relation to their procedure as deemed clinically necessary by a Streamline clinician.

- c) failure to pay three or more successive instalments with the date of the first instalment being due five days after the procedure will entitle Streamline to terminate these terms and conditions and discontinue the provision of the after services.
- d) any payment received will be credited against the oldest outstanding amount due
- 9.5 If you have been given authorisation from your private health insurance company to have a combined weight loss **and** insured procedure there is no discount to our standard weight loss package prices

Cancellation

- 10. We recognise that you have made an important and life changing decision. It is OK to change your mind but we do ask that you tell us as soon as possible. Patients who have paid for surgery and elect not to proceed shall be entitled to the following
- 10.1 Cancellation by a patient **less than ten (10) working days prior to surgery** will **not** qualify for a refund but will be able to reschedule their procedure date
- 10.2 Cancellation by a patient **more than ten (10) working days prior to surgery** will qualify for a refund minus any costs for your treatment charged to Streamline leading up to your decision to cancel your procedure. This would include but not be limited to the cost of pre-operative assessments
- 10.3 Cancellation of your surgery made by Streamline due to clinical reasons at any point prior to your surgery will qualify for a refund, in part or full and this will be entirely dependent on each individual circumstance
- 10.3 Streamline will not refund any travel expenses where surgery or clinics are

cancelled for reasons beyond our reasonable control.

Combined Weight Loss and Secondary Procedures

11. In certain circumstances and where clinically appropriate it may be possible for you to combine your weight loss surgery with a secondary surgery (eg: the treatment of pre-existing hernia). This can be arranged with prior agreement from your named Consultant
- 11.1 If your secondary procedure is covered by a private health insurance policy Streamline will require you to inform your policy provider, in advance, that you wish to combine your insured procedure with your self-funded weight loss surgery.
- 11.2 If your insurance provider contacts us regarding either the combined procedure or the secondary procedure, we will be obliged to disclose all relevant information to them regarding the combined surgery
- 11.3 If your insurance provider agrees to fund the insured secondary procedure there will be no discount offered from your weight loss package. Streamline does not receive payment from any health insurance company for a secondary procedure and therefore cannot offer a discount for combined surgery. The fee for your weight loss surgery will be as documented in your invoice which you will be expected to settle in full as set out in these terms under Payment

Miscellaneous Terms

12. In the event that any (or any part) of these terms is declared invalid, unlawful or unenforceable, such terms or conditions (or part of terms) shall be severed. The remaining terms (and parts of terms) shall continue to be valid and enforceable to the fullest extent permitted by law

Applicability

13. These Terms and Conditions are applicable to citizens of the United Kingdom and European Union (EU) member states.

Separate Terms and Conditions apply to patients from jurisdictions outside the EU

English Law

14. These terms are governed by and shall be construed in accordance with English law and English courts shall have exclusive jurisdiction

Third Party Rights

15. A person who is not a party to this contract shall not have any rights under or in connection with it

Medical information and the Data Protection Act

16. It is your responsibility to keep us updated of any changes in your contact details and those of your GP. Streamline will correspond with you and your GP using your last known contact details. If you do **not** wish us to contact your GP you must request a GP Non-Disclosure Form, which you must sign.

Streamline consultants are bound by the GMC (General Medical Council) to inform your GP of any medical outcomes from your appointments including your procedure. If you **do not** want us to do this you will need to let us know in writing.

We keep information about you so we can provide you with the best possible healthcare. Details including your name, address, date of birth, next of kin, as well as your medical history are kept on our computer systems and on paper records. These records include details of your surgery, clinical notes, hospital letters and test results.

We have a legal responsibility to keep all this information held about you confidential. Our obligations are set out in the Data Protection Act 1998.

Information from your medical records is sometimes requested for use in research and statistical analysis. Where we use or publish this data it will always be

anonymised so that individuals cannot be identified.

We will not disclose information about you to any third party without your permission and unless there are exceptional circumstances such as when the health and safety of yourself and others is at risk or where the law requires information to be passed.

I have read, understood and accept the above terms and conditions

Print Name:

Signed:

Dated:
