

Patient Terms and Conditions of Surgery

1 Purpose and Scope

These Terms and Conditions set out the agreement between Cosmedicare UK Limited (“we”, “us”, or “the Hospital”), through our St Ellen’s Private Hospitals registered services (in Livingston and Glasgow), and you, the patient (“you” or “the patient”), regarding your consultation, treatment, surgery, and aftercare.

By booking a consultation or treatment, you agree to these terms. They are designed to protect both you and Cosmedicare by setting clear expectations in plain language, while ensuring compliance with applicable healthcare laws and regulations.

2 Your Care and Clinical Responsibilities

- 2.1 Your medical care is provided by your Consultant Surgeon or Physician (“Consultant”), who is self-employed, fully registered with the General Medical Council (GMC), and holds private professional indemnity insurance in line with the Medical Act 1983 and GMC guidance.
- 2.2 Cosmedicare provides the regulated clinical environment, nursing, and administrative support, ensuring facilities and systems at our St Ellen’s Private Hospitals comply with the Healthcare Improvement Scotland (Requirements as to Independent Health Care Services) Regulations 2011.
- 2.3 Your Patient Care Co-ordinator supports your journey but is not a medical professional. Any clinical or medical questions must be directed to your Consultant or qualified nursing staff.
- 2.4 Your Consultant is responsible for your diagnosis, medical advice, and procedure. Cosmedicare accepts no liability for any act, omission, or advice of your Consultant except where required by law or regulation.
- 2.5 We may audio-record telephone calls or consultations for quality, training, and patient safety. These may form part of your confidential medical record.
- 2.6 Your treatment quotation includes pre-operative assessments, Consultant and Anaesthetist fees, hospital facilities (as specified), standard medication, and agreed aftercare. Overnight stays are included only if specifically stated and paid for in your quote.
- 2.7 Additional costs may apply for GP letters, specialist scans, laboratory tests, or extended care. You will always be advised in advance if any additional costs apply.
- 2.8 Cosmedicare reserves the right to cancel or postpone treatment if your Consultant or Anaesthetist considers you medically unfit, or if proceeding would present an unreasonable risk. In such cases, cancellation fees may still apply (see Section 3, clause 3.2 and Section 10).
- 2.9 If you arrive for surgery under the influence of alcohol, drugs, or without required pre-operative tests or documentation, the procedure will be cancelled and the full fee retained.

3 Your Responsibilities and Disclosure

- 3.1 You must provide a full and accurate medical history, including medications, allergies, conditions, and prior surgeries.
- 3.2 Failure to disclose relevant medical information may result in your surgery being unable to proceed, in which case the full fee may be retained due to committed theatre and staffing costs.
- 3.3 You must follow all pre-operative and post-operative instructions. Failure to do so may increase your risk of complications, affect results, and void the Hospital’s aftercare policy.
- 3.4 If your health changes, including pregnancy or new medical conditions, you must inform us immediately.

4 Reflection and Informed Consent

- 4.1 Cosmetic surgery is elective and should never be rushed. A minimum 14-day reflection period after consultation is recommended, and surgery cannot take place within 7 days of your consultation.
- 4.2 You will sign a consent form confirming that your Consultant and Anaesthetist have explained the nature, benefits, limitations, and risks of your procedure. Informed consent is required under the Adults with Incapacity (Scotland) Act 2000, where applicable.

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- 4.3 You consent to necessary diagnostics, photographs, and laboratory tests forming part of your clinical record.
- 4.4 No surgical or aesthetic outcome can be guaranteed. Minor asymmetry, scarring, or individual healing differences are normal.

5 Eligibility and Age

You must be at least 18 years old to undergo cosmetic surgery or laser treatment, in accordance with the Age of Legal Capacity (Scotland) Act 1991.

6 Payments and Financial Responsibility

- 6.1 A non-refundable deposit of £600 of the procedure cost quoted is required to secure your surgery date. Quotes are valid for 90 days, i.e. the procedure must be scheduled and completed within 90 days of the quotation date.
- 6.2 Full payment is due at least 28 days before surgery. Cosmedicare does not offer credit, and surgery will only proceed once payment is cleared.
- 6.3 If you are using independent finance, your agreement is directly with the finance provider. If finance is cancelled or not confirmed in time, you remain responsible for payment, i.e. Section 8 remains applicable).
- 6.4 We accept cash, BACS, debit or credit card payments (no surcharges).
- 6.5 If you become pregnant after booking, surgery cannot proceed. We will work with you to safely reschedule, but if cancellation occurs outside standard notice periods, standard fees apply.
- 6.6 Prices may be reviewed periodically, but once payment is made in full, your quoted price is fixed.

7 Rescheduling and Cancellation - Consultations

- Cancelling or rescheduling within 72 hours of your appointment - full consultation fee payable.
- More than 72 hours in advance - full refund or no charge.
- No-show - full consultation fee payable.
- One reschedule (with ≥72 hours' notice) is permitted free of charge, with any further reschedule incurring a £50 fee.

If we cancel, we will refund or rebook your consultation at no cost.

8 Surgery Cancellations and Rescheduling

- 8.1 Patient-initiated cancellations:
- 28 days or more before surgery: full refund.
 - 15–27 days: deposit retained and balance refunded.
 - 14 days or less: full fee retained.
- 8.2 Cosmedicare-initiated postponement:
- If surgery is postponed for clinical or operational reasons, you will be offered the earliest suitable date.
 - No refund applies once surgery has commenced.
- 8.3 Pre-operative diagnostics already completed, including a £150 consultation fee, will be chargeable if surgery is cancelled by the patient.

9 Aftercare Policy (including Revisions)

- 9.1 Comprehensive aftercare guidance is provided in your recovery pack.
- 9.2 If a medically necessary revision is agreed by both your Consultant and Cosmedicare within 12 months, it will be performed without additional hospital or surgeon fees (excluding non-Cosmedicare facilities).
- 9.3 Exclusions include dissatisfaction with size or shape, minor asymmetry, scarring, pregnancy and weight-related changes, or any outcomes affected by lifestyle factors or non-compliance.

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- 9.4 Breast implants - manufacturer warranties typically cover rupture or capsular contracture for two years. Surgical, anaesthetic and hospital fees may apply for replacement procedures.
- 9.5 Failure to follow post-operative advice (e.g., attending follow-ups, avoiding smoking, alcohol, gyms, saunas, swimming, or travel before clearance) may invalidate the Hospital's aftercare policy.
- 9.6 Missed follow-up appointments without 48 hours' notice incur a £75 charge. Further appointments may be suspended until payment is made.
- 9.7 Cosmedicare may update its aftercare protocols to reflect best practice, which will not disadvantage current patients.

10 Clinical Judgement, Complications and Additional Costs

- 10.1 If additional treatment, imaging, or hospital care is required due to unforeseen complications, additional costs may apply unless covered under your aftercare policy.
- 10.2 If your Consultant or Anaesthetist deems it unsafe to continue during surgery, the procedure may be modified or stopped for your safety. You will be liable for costs incurred to that point.
- 10.3 In the unlikely event that you are transferred to an NHS facility for emergency treatment, you authorise Cosmedicare to share relevant medical information with NHS staff to ensure continuity of care.

11 Feedback and Complaints Policy

We are committed to continuous improvement and transparent handling of concerns.

You can provide feedback or raise complaints through the Cosmedicare Feedback and Complaints Policy, available on our website (select link below), or by emailing Complaints@StEllensHospital.com.

[Cosmedicare's Feedback and Complaints Policy](#)

12 Confidentiality and Data Protection

- 12.1 Cosmedicare complies with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- 12.2 Your personal data will be used only for your care, administration, and regulatory compliance. We will only share your information with relevant healthcare professionals involved in your care, with your consent, or where legally required.
- 12.3 You have the right to access, correct, or withdraw your personal data at any time by emailing our Data Protection Officer at DPO@StEllensHospital.com.

13 Photography and Media

- 13.1 Clinical photographs are routinely taken before and after treatment to document your care. These form part of your confidential medical record.
- 13.2 Images will only be used for education or marketing with your explicit written consent.

14 Personal Property

Please avoid bringing valuables to the Hospital. Cosmedicare accepts no liability for loss or damage to personal items. Patients should ensure valuables are appropriately insured.

15 Patient Support and Conduct

We provide private online patient support groups to promote community and recovery support. Please respect confidentiality, avoid defamation or harassment, and refrain from unsolicited private messages. Breaches may result in removal from the group.

16 Regulatory Compliance

Cosmedicare is registered with and regulated by Healthcare Improvement Scotland (HIS) under the National Health Service (Scotland) Act 1978 and the HIS (Requirements as to Independent Health Care Services) Regulations 2011.

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All Consultants and staff are appropriately qualified, trained, and operate under applicable professional codes of conduct and clinical governance frameworks.

For any questions about these terms or your treatment, please contact the Hospital's Compliance Manager or your Patient Care Co-ordinator.

17 Limitation of Liability

17.1 Cosmedicare will take all reasonable steps to ensure your safety and wellbeing.

However, we are not liable for:

- expected surgical risks disclosed in your consent process;
- delays or cancellations due to factors beyond our control;
- indirect losses such as travel, accommodation, or loss of income.

17.2 Nothing in these Terms limits our liability for death or personal injury caused by negligence or fraud.

17.3 Force Majeure: we are not liable for failure to perform obligations due to events outside our reasonable control (including pandemics, power failures, strikes, or severe weather).

18 Governing Law and Jurisdiction

These Terms are governed by Scottish law.

Any disputes will be subject to the exclusive jurisdiction of the Scottish courts.

Acknowledgement

By booking or undergoing treatment with Cosmedicare, you confirm that you:

- have read and understood these Terms and Conditions;
- have had the opportunity to ask questions; and
- agree to abide by them throughout your care and recovery.