centre for surgery
PRIVATE HOSPITAL · BAKER STREET, LONDON

95–97 Baker Street, London W1U 6RN
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centreforsurgery.com

Patient Contract

Patient Contract · October 2026

The terms and conditions of this Patient Contract apply to all services supplied to you by M Sarwar Limited (trading as Centre for Surgery), a company registered in England and Wales (company no 12148209) whose registered office is at 95-97 Baker Street, London, W1U 6RN (in this contract referred to as the "**Hospital**", "**Company**" or "**we**").

We are a hospital regulated by the Care Quality Commission which provides medical and surgical services to Patients at its premises at 95-97 Baker Street, London, W1U 6RN.

Please note that this Patient Contract is between you and the Hospital and **NOT** between you and the Surgeon or you and the Anaesthetist. **The Hospital will provide you with the "Hospital Services" in relation to your Procedure (as explained in more detail below) under this contract; and your Surgeon and Anaesthetist (where applicable) will provide you with the "Surgeon Services" (and anaesthetic care, where applicable), but the provision of services by the Surgeon and Anaesthetist is not covered under this contract. The Hospital is not responsible for any services provided to you by the Surgeon and Anaesthetist.**

Please read these terms carefully before you pay the deposit. These terms tell you who we are, what services we provide to you and how we will provide these services. **PLEASE DO NOT PAY THE DEPOSIT IF YOU DO NOT AGREE TO THESE TERMS. IF YOU HAVE ANY QUESTIONS OR NEED EXPLANATION OF THESE TERMS, PLEASE INFORM A MEMBER OF THE HOSPITAL STAFF.**

1. DEFINITIONS

1.1 "Anaesthetist" means the practitioner providing anaesthetic care during the Procedure (should such care be required).

1.2 "**Aftercare**" means the complimentary 1 year aftercare included in the Fee. For the avoidance of doubt, aftercare does not include revision or "touch up" surgery.

1.3 "Consultation" means any pre-operative meeting between the Patient and Surgeon relating to the Procedure, at which the Patient's suitability for the Procedure is considered and any post-operative meeting between Patient and Surgeon.

1.4 "Day" means calendar day

1.5 "**Fee**" is the price of the Procedure plus any Value Added Tax as detailed on the quotation provided by the Hospital.

1.6 "Hospital Services" all services provided by the Hospital in relation to your Procedure. For details of what is included in the Hospital's Services please refer to the section titled "What our services cover". It does not include the Surgeon Services which remain the responsibility of the Surgeon or Anaesthetic care provided by the Anaesthetist.

1.7 "**Informed Consent Form**" means the medical form which is signed by Surgeon, Anaesthetist (if required) and Patient prior to a Procedure and which relates to the Surgeon Services and/or Anaesthetist services of a Procedure or Treatment.

1.8 "**Patient**" or "**you**" means the patient who requires a Procedure.

1.9 "**Patient Information**" refers to the information supplied by the Hospital and/or the Surgeon to Patients about the Procedure, which may be provided in person at Consultation, in documentary or electronic form.

1.10 "Patient Coordinator" refers to a member of the Hospital's staff who may meet or speak with the Patient prior to or after the Consultation with the Surgeon to provide information about the proposed Procedure.

1.11 "Premises" means any clinic or other building, or part thereof, under the ownership, occupation or management of the Hospital.

1.12 "**Procedure**" refers to the surgical or medical procedure to be carried out by a Surgeon and may include the activities of an Anaesthetist at the Hospital's Premises and which must be carried out in the theatre.

1.13 "**Surgeon**" means practitioner who is responsible for providing the Surgeon Services to the Patient.

1.14 "Surgeon Services" means the services provided by the Surgeon to the Patient including but not limited to attendance at Consultations (both pre-operative and post-operative), medical advice, analysis, diagnosis, treatment and carrying out of the

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Procedures and Treatments, the results of the Procedure, decisions as to medications and/or such other services as may be agreed from time to time, and as detailed in the Informed Consent Form.

1.15 "Treatment" means non surgical treatments provided by your surgeon including but not limited to laser treatments and injectables which may be carried out in a consultation room.

2. OUR CONTRACT WITH YOU AND HOW YOU CAN CONTACT US

2.1 You can contact us by telephoning our customer service team at 020 7993 4849 or by writing to us at concerns@centreforsurgery.com or Centre for Surgery, 95-97 Baker Street, London, W1U 6RN

2.2 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when booking your first consultation.

2.3 The contract between you and us will come into existence when you accept our quoted Fee and pay the required deposit.

3. THE SERVICES WE PROVIDE TO YOU

What our services cover

3.1 The Hospital will provide you with the Hospital Services in relation to the Procedure, which include:

- (a) Ensuring that the Procedure/Treatment is carried out by an appropriately qualified and registered Surgeon who has the necessary qualifications required for them to practise;
- (b) initial screening and referral to an appropriate surgeon;
- (c) provision of suitable medical grade facilities and equipment (including operating theatres, day ward, clinical assessment rooms, consumables and equipment);
- (d) employing medical professionals to provide pre-operative, intra-operative and post operative medical services and support;
- (e) clinical oversight by the Medical Director where required and to ensure that medical and surgical services are in line with the Hospital's policies and protocols;
- (f) ECG testing where provided in our premises;
- (g) managing complaints and concerns raised by you,
- (h) liaising with you in relation to the Fee and arranging your Procedure/Treatment;
- (i) scheduling the appropriate Aftercare, but exclude the Surgeon's Services and any services provided by the Anaesthetist

What our services do not cover

3.2 We are not responsible for (i) the Surgeon Services; and/or (ii) any services provided by the Anaesthetist.

3.3 We are not responsible for providing Consultations relating to your Procedure. Such Consultations form part of the Surgeon Services and will be conducted by the Surgeon. If a consultation is provided by a member of the Hospital's staff, it will be for the purpose of assisting you with understanding the Procedure/Treatment, but the Hospital's staff cannot advise you in relation to the treatment plan for the Procedure.

3.4 Any advice that a practice manager or Patient Coordinator may give is purely of a general non-medical nature. If the Patient has any queries in relation to the clinical or medical aspect of the Procedure, then these should be raised with the Surgeon.

4. WHAT IS INCLUDED IN THE FEE

4.1 The following items are included in the Fee as set out in the quotation provided by the Hospital:

- (a) The Surgeon's fee for providing you the Surgeon Services is included in the Fee.
- (b) The Hospital's fee for the provision of the Hospital's Services; and
- (c) Costs relating to the provision of sedation and anaesthesia (excluding local anaesthetic). This will usually be listed as a separate item on your Procedure invoice.
- (d) Implants

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- (e) One revision surgery undertaken under local anaesthetic subject to section 11 in the case of a Procedure and one touch up in the case of a Treatment subject to section 12

4.2 The following items are **NOT** included in the Fee and may be charged for separately either by the Hospital or a third party:

- (a) Post-operative consumables including garments, stockings, binders etc.;
- (b) Post-operative medication for which you will receive a private prescription; and
- (c) Where, in the opinion of the Surgeon, it becomes medically necessary to carry out diagnostic testing before, during or following a Procedure, the costs of such testing will be paid by the Patient in addition to the Fee. This may include but is not limited to blood tests, scans, histology testing, specimen analysis and psychological consultations.

5. MEDICAL PRACTITIONERS REGISTRATIONS AND IMPORTANT INFORMATION WE PROVIDE ABOUT THE PROCEDURE

5.1 The Hospital warrants that before inviting a Surgeon to receive practising privileges rights permitting the said person to practise at the Hospital's premises, the Hospital confirms that the person is registered with the General Medical Council ("**GMC**") and ensures that the Hospital has seen a copy of a private practice indemnity insurance cover certificate which is current at the date of granting practising privileges rights. The Company does not usually obtain copies of the whole of the private practice medical indemnity insurance policy document and nor does it make any warranties in respect of the same, save as set out above.

5.2 All of the Surgeons who the Hospital may from time to time introduce to Patients are self-employed who make their own clinical decisions at all times and are responsible for the outcome of surgery and the Surgeon Services of the Procedure. The Hospital is only responsible for the Hospital Services. The Hospital does not bear vicarious liability for any of the surgeons.

5.3 The Hospital warrants that before awarding an Anaesthetist practising privileges at the Hospital's premises, the Hospital confirms that the person is registered with the General Medical Council ("**GMC**") and ensures that the Hospital has seen a copy of a private practice indemnity insurance cover certificate which is current at the date of said Procedure. The Hospital does not usually obtain copies of the whole of the private practice medical indemnity insurance policy document and nor does it make any warranties in respect of the same, save as set out above.

5.4 All of the Anaesthetists who may provide treatment during a Procedure are either self-employed or employed through a locum agency which follows NHS employer standards and make their own clinical decisions at all times and are responsible for the anaesthetic care provided. The Hospital is only responsible for the Hospital Services. The Hospital does not bear vicarious liability for any of the Anaesthetists.

5.5 We strongly advise that the Patient considers the Patient Information provided by the Hospital and/or the Surgeon before the Procedure/Treatment in order to fully understand the range of possible outcomes of the proposed Procedure/Treatment.

6. PROCEDURE/TREATMENTS – CONDITIONS, INFORMATION YOU PROVIDE AND AGE RESTRICTIONS

6.1 This contract is conditional upon the acceptance of the Patient by the Surgeon, based upon information given by the Patient during the Consultation with him/her. The decision to carry out a Procedure/Treatment shall be at the discretion of the Surgeon.

6.2 A Procedure will only be booked once the required deposit has been paid. You will be advised of this on your quotation. In the case of Procedures involving custom or bespoke implants or consumables, a 50% non refundable deposit is required. In the case of Revision Procedures, where the original procedure was done at another hospital or clinic, a 50% deposit is required.

6.3 A Procedure/Treatment will only be given where satisfactory payment has been received at least 21 days prior to surgery (or as soon as possible for a Procedure/Treatment booked less than 21 days in advance but always prior to the Procedure taking place). Where full payment has not been received by the required date, the Procedure/Treatment may be rescheduled or cancelled, any monies retained and/or rescheduling fees applied.

6.4 The Patient agrees that where the Surgeon deems that histology or specimen analysis is medically necessary and in the best interest of the patient, they will be liable for the costs of this. They will be invoiced separately by either the Hospital or the third party carrying out the test. It is not included in the Fee.

6.5 The Patient agrees to provide the Surgeon/the Hospital with a health history that is honest, accurate, reliable and complete. Requested documents which may include GP summaries must be provided no later than 48 hours prior to the Procedure date. The Patient understands that withholding any medical information could be detrimental to his or her health and safety and may result in

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cancellation of the Procedure with no refund. The Patient agrees that if any change occurs in his or her medical history or status to inform the Hospital and the Surgeon without delay.

6.6 The Patient, the Surgeon and the Anaesthetist (if needed) will be required to sign an Informed Consent Form (which will be sent in advance to the Patient) prior to the Procedure/Treatment.

6.7 The minimum age for any Consultation or Procedure/Treatment is 18 years of age.

6.8 In cases involving any type of anaesthesia other than local anaesthesia, the Patient agrees that they will have an adult companion accompany them home after the Procedure and that someone over the age of 18 will be with them for the first 24 hours after the Procedure. Public transport is not suitable.

7. OUR RIGHT TO CANCEL OR RESCHEDULE PROCEDURES/TREATMENTS

7.1 The Hospital reserves the right to alter the date/time for Consultations and/or admission date/time for a Procedure/Treatment although such changes will be avoided wherever possible.

7.2 In the interest of patient safety and welfare, the Hospital reserves the right to cancel or postpone Procedure(s)/Treatment(s).

8. IF YOU WANT TO RESCHEDULE A PROCEDURE

8.1 If the Patient wishes to reschedule the date for a Procedure, an administration fee will apply as follows:

- Over 30 days prior to the Procedure date: £100;
- Between 30 days and 15 days prior to the Procedure date: £250;
- Between 14 days and 8 days prior to the Procedure date: £500
- 7 days or less prior to the Procedure will be treated as a cancellation

This policy does not affect the 14 day refund period (see section 9.1)

8.2 If the Patient reschedules the date for a Procedure, and then seeks to cancel the Procedure, the relevant date for the purposes of section 9 is the date the Procedure was originally booked for.

9. YOUR RIGHT TO CANCEL THE PROCEDURE AND CANCELLATIONS FOR NON - MEDICAL REASONS

9.1 In accordance with best practice guidelines, the Hospital recommends that the Patient takes at least 14 days after their first consultation (whether with a Patient Coordinator or the Surgeon) to consider all aspects of the proposed Procedure (the "Cooling Off Period"). Subject to section 9.4, if the Patient cancels the Procedure during the Cooling Off Period, any deposit and other monies paid for the Procedure will be refunded in full, provided that the Company is notified of the cancellation in writing, either by email to accounts@centreforsurgery.com or by recorded post to the Finance Department, M Sarwar Ltd, 95-97 Baker Street, London, W1U 6RN.

9.2 If a patient cancels after the Cooling Off Period, the following monies would be retained or payable (as appropriate) to defray some of the costs incurred:

- a. Cancellations made over 3 weeks prior to the date of the Procedure: 30% of the total cost of the Procedure.
- b. Cancellations made 8-21 days prior to the date of the Procedure: 60% of the total cost of the Procedure.
- c. Cancellations made 7 days' or less prior to the date and on the day of the Procedure: 100% of the total cost of the Procedure.

9.3 If a patient cancels after the Cooling Off Period but the date of the Procedure has yet to be determined, then 30% of the total cost of the Procedure will be retained by the Hospital.

9.4 The Cooling Off Period is for the Patient's benefit, and the Patient may choose not to use it. If the Patient asks for their Procedure to take place on a date that falls within the Cooling Off Period, the Patient gives up the right to a refund under section 9.1. In that case, any deposit and other monies paid will not be refunded, and the cancellation charges in section 9.2 will apply to any cancellation.

9.5 Should the patient arrive for a Procedure that involves any type of anaesthesia other than local anaesthesia, and it becomes clear that they will not have an adult companion to take them home or be with them for the first 24 hours post procedure, the Procedure will be cancelled and a refund will not be provided.

9.6 Cancellations for medical reasons:

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- a. Cancellations necessary due to previously unknown medical conditions will be rescheduled where possible – the Hospital may require documentary support where the patient seeks rescheduling on this basis. If after reasonable consideration and in the opinion of the Hospital the indicated medical condition prevents rescheduling of the Procedure, then a full refund of the monies paid will be given to the Patient. If the unknown medical condition is discovered on the day of the Procedure, the Hospital will retain sufficient monies to cover reasonable costs incurred up until that point.
- b. Cancellations on the day of the Procedure due to pre-existing medical conditions which were known by the Patient but undisclosed prior to the Procedure will not result in fees being refunded.
- c. It is the patient's responsibility to provide all requested medical information no later than 2 days before the procedure date. Failure to do so may result in the Procedure being cancelled and fees would not be refunded in this case.
- d. If the Procedure is abandoned intraoperatively due to unforeseen medical conditions, the Hospital will retain sufficient monies to cover reasonable costs incurred in performing the part of the Procedure up until its abandonment and in accordance with these terms and conditions.

10. YOUR RIGHT TO RESCHEDULE AND CANCEL TREATMENTS

10.1 Should the patient wish to reschedule a treatment, no charge will be applied if the Hospital is notified of the rescheduling 72 hours in advance of the Treatment booking.

10.2 Reschedules made within 72 hours of the Treatment booking will result in an additional fee of £100.

10.3 Should the patient wish to cancel the Treatment, a full refund will be given if the cancellation is made more than a week before the Treatment date.

10.4 Cancellations made within less than a week of the Treatment booking will result in no refund being given.

11. RE-ADMISSION POLICY FOR PROCEDURES

11.1 The Re-admission policy refers to Procedures only. See section 12 regarding Treatments.

11.2 The Surgeons who you are referred to by the Hospital strive to provide you with the best possible outcome or result for your Procedure. However, final results cannot be guaranteed no matter how good the care provided by the Surgeon.

11.3 Where patient considers that the outcome of the Procedure does not meet the expected result agreed between the Patient and the Surgeon at pre-operative Consultations, the Hospital staff will seek to arrange further consultations with the operating Surgeon for discussion. If the operating Surgeon deems that revision surgery is necessary in order to improve the result of the original procedure which is not in the opinion of the Surgeon in line with the expected results agreed at consultation with the patient, then revision surgery may be carried out at the Hospital Premises as follows:

- **a.** Revision surgery under local anaesthetic with no specialist items required with a duration of up to 2 hours will be provided free of charge. If the duration is over 2 hours or specialist items are needed, the Hospital may charge a facility fee depending on the nature of the Procedure.
- **b.** Revision surgery under any other type of anaesthesia other than local anaesthesia with a duration of 1 hour or less will be provided at a facility fee of £1200 + VAT (if applicable). This excludes implants and/or other special items including fat transfer kits.
- **c.** Revision surgery under any other type of anaesthesia other than local anaesthesia which has a duration of more than 1 hour will be charged at a facility fee determined by the Hospital.

11.4 This readmission policy is subject to the following conditions:

- a. Any revision surgery under this section is at the discretion of the Medical Director of the Hospital. If the Medical Director considers that the proposed surgery does not qualify under this policy, any revision surgery will then be charged at normal prices.
- b. The patient must have expressed any dissatisfaction with the original procedure within one year of the Procedure date.
- c. Only one revision surgery is offered under this section. Any further revision surgery will be charged at normal prices.
- d. In cases where, in the opinion of the Surgeon, the results of the Procedure have been compromised due to lifestyle (including but not limited to smoking, alcohol, drug use, weight gain, sun exposure etc), illness, or failure to adhere to post-operative instructions, revision surgery will not be applicable at the special rates under this section.
- e. The Surgeon may or may not charge a surgical fee and this should be discussed directly with the Surgeon at Consultation.

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11.5 The Surgeon who provides the original procedure is responsible for the outcome of that Procedure. If the original surgeon is not available, the Hospital offers no guarantee that it will find another surgeon willing to undertake revision surgery.

11.6 The Surgeon is responsible for the Surgeon Services which include the outcome of the Procedure. The Hospital will not offer refunds for a patient unhappy with the outcome of a Procedure.

12. REVISIONS/TOUCH UPS FOR TREATMENTS

12.1 The Surgeons who you are referred to by the Hospital strive to provide you with the best possible outcome or result for your Treatment. However, final results cannot be guaranteed no matter how good the care provided by the Surgeon.

12.2 Where patient considers that the outcome of the Treatment does not meet the expected result agreed between the Patient and the Surgeon at pre-operative Consultations, the Hospital staff will seek to arrange further consultations with the Surgeon for discussion.

12.3 If the Surgeon deems that further treatment is necessary in order to improve the result of the original procedure which is not in the opinion of the Surgeon in line with the expected results agreed at consultation with the patient, then this further treatment may be carried out at the Hospital Premises as follows:

- a. Where the original treatment involved a laser session, one further session will be provided free of charge. Any additional sessions, thereafter, will be charged at the normal price.
- b. Where the original treatment involved anti-wrinkle injections, and the Surgeon advises that a touch up is necessary then one touch up will be provided free of charge.
- c. Any other touch up or revision treatments will be priced by the Hospital depending on the treatment plan put forward by the Surgeon.
- d. The Surgeon may or may not charge a fee and this should be discussed directly with the Surgeon at Consultation.

12.4 The Surgeon who provides the original Treatment is responsible for the outcome of that Treatment. If the original surgeon is not available, the Hospital offers no guarantee that it will find another surgeon willing to provide revision or touch up Treatment.

12.5 The Surgeon is responsible for the Surgeon Services which include the outcome of the Treatment. The Hospital will not offer refunds for a patient unhappy with the outcome of a Treatment.

13. HOW TO TELL US ABOUT PROBLEMS

13.1 If you have any questions or complaints regarding any aspect of your Procedure or Treatment, we recommend that you discuss this with a member of the Hospital staff in the first instance. You can telephone our customer service team at 020 7993 4849 or write to us at concerns@centreforsurgery.com or Centre for Surgery, 95-97 Baker Street, London, W1U 6RN. Alternatively, please speak to one of our staff at the Premises.

13.2 We will use reasonable efforts to resolve your complaints relating to the Hospital Services as soon as possible. If your complaint is about the Surgeon Services, we will work with the Surgeon to resolve the complaint.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 We will only use your personal information as set out in the Hospital privacy policy available on our website.

15. THE HOSPITAL'S LIABILITY TO YOU

15.1 Subject to section 15.2, if we fail to comply with the terms in this contract, our maximum liability to you is limited to the Fee paid for the Procedure or Treatment.

15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for:

- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors (please be reminded that, as set out above, your Surgeon and Anaesthetist (where applicable) will provide you services directly and are therefore not employees, agents or subcontractors of the Company);
- (b) fraud or fraudulent misrepresentation, or
- (c) any other matter for which it would be illegal for the Hospital to exclude or attempt to exclude its liability.

15.3 Subject to section 15.2, the Company will not be responsible for any costs/losses relating to:

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- (a) failure to perform, or delay in performance of, any of its obligations under this contract that is caused by events outside its reasonable control.
- (b) any loss or damage which was not caused by any breach on the part of the Hospital.
- (c) any travel and/or accommodation for the purposes of attending a Consultation, Treatment appointment or Procedure
- (d) any loss of earnings and profits
- (e) any other indirect, consequential or special losses.

16. GENERAL

16.1 **We may transfer this contract to someone else**. We may transfer our rights and obligations under these terms to another organisation.

16.2 **You may not transfer your rights to someone else**. This contract is personal to you, and you may not transfer your rights or your obligations under these terms to another person unless we agree to this in writing.

16.3 **Nobody else has any rights under this contract**. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.4 **If a court finds part of this contract illegal, the rest will continue in force**. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

16.6 **Which laws apply to this contract and where you may bring legal proceedings**. These terms are governed by the law of England and Wales, and you can bring legal proceedings in respect of the services in the courts of England and Wales.

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