

# TERMS & CONDITIONS

The Terms and Conditions of this Patient Contract apply to all services and procedures carried out by Right Choice Home and Away. These Terms and Conditions take precedence over the contents of any literature or written material provided by RCUK to the Patient where such contents conflict with these Terms & Conditions.

Version: 2026 update. Clauses shown in blue are new or amended; the most material additions concern non-refundable deposits (clauses 5 and 9).

## 1. DEFINITIONS

- 1.1** “RCUK” or the “Company” means Global Health Manager Limited trading as Right Choice Home & Away.
- 1.2** “Patient Information” refers to the information supplied by RCUK to its Patients in brochure, letter or electronic form.
- 1.3** “Procedure” refers to the procedure to be carried out by a Surgeon engaged under a contract for services by RCUK.
- 1.4** “Surgeon” means a specialist qualified medical practitioner registered with an appropriate body according to the procedure (e.g. Royal College of Surgeons, General Medical Council, British Dental Association, Royal College of Anaesthetists, or the equivalent regulator in the country of treatment).
- 1.5** “Patient” means any person who has entered into a contract for a Procedure.
- 1.6** “Pre-booking” means a booking and payment made prior to Consultation with the Surgeon, in person or virtually.
- 1.7** “Initial Aftercare Period” means the aftercare included within the cost of the procedure. The duration varies by procedure and is defined on the Personal Quotation.
- 1.8** “Cost” is the Total Surgery Price as detailed on the quotation provided.
- 1.9** “Consultation” is a pre-operative meeting between Patient and Surgeon at which the Patient’s suitability for the Procedure is considered.
- 1.10** “Deposit” means any Pre-booking, Administration Fee, itinerary confirmation deposit or other sum paid to RCUK to secure a booking, Consultation date, surgery date or theatre slot. All Deposits are non-refundable except where expressly stated otherwise in these Terms or required by law.
- 1.11** This Agreement is governed by the laws of England and Wales.

## 2. OBLIGATIONS AND WARRANTIES

- 2.1** The treatment is a contract between the Patient and the Hospital and/or Surgeon undertaking the treatment. RCUK does not hold any medical qualifications and is not responsible nor liable for the clinical aspects of any medical procedures.
- 2.2** The Patient’s contract for the overall delivery of facilitation services is with RCUK. RCUK will ensure that all contracted facilitation services are delivered as set out in the Treatment Package. The contract comes into existence on acceptance of the treatment package and payment of the Pre-booking Deposit. Thereafter RCUK is responsible for the dispensation and delivery of the facilitation services within the Treatment Package.
- 2.3** RCUK and its Patient Coordinators are not medical professionals and do not employ medical professionals to provide medical advice or recommendations.
- 2.4** All information provided by RCUK is for informative and educational guidance only and is not medical advice. The Patient must seek a healthcare provider for any medical evaluation.
- 2.5** RCUK coordinates medical trips around the world and may need to collect sensitive information and important documents in order to do so.

- 2.6** All Surgeons are independent practitioners and make their own clinical decisions at all times. The Patient acknowledges that the clinical contract is with the Surgeon and/or Hospital. Nothing in these Terms is intended to exclude or restrict any liability that cannot lawfully be excluded or restricted, including liability for death or personal injury caused by negligence, fraud, or under the Consumer Rights Act 2015.
- 2.7** All post-operative medication required (e.g. antibiotics or painkillers) will be prescribed by the relevant Surgeon or doctor.

### **3. PATIENT'S OBLIGATIONS**

- 3.1** This contract is conditional upon acceptance of the Patient by the Surgeon based on information given by the Patient. The decision to carry out surgery is at the discretion of the Surgeon, the anaesthetist and RCUK.
- 3.2** Treatment will only be given where satisfactory payment has been received at least 14 days prior to surgery.
- 3.3** RCUK reserves the right to deny treatment if payment is not received with sufficient notice.
- 3.4** The Patient acknowledges that the Patient Care Coordinator is not a Doctor or Surgeon. Any information given by the Coordinator is general and non-medical. Clinical questions must be raised at Consultation with the Surgeon or other suitably qualified clinical staff.
- 3.5** The Patient agrees to provide the Surgeon and clinical staff with a health history that is honest, accurate and complete. The Patient understands that withholding medical information may be detrimental to their health and safety and may result in cancellation of the procedure. Where cancellation results from the Patient's failure to disclose, the Deposit and any non-recoverable third-party costs will not be refunded.
- 3.6** The minimum age for any consultation or surgical procedure is 18, unless accompanied by a parent or guardian.

### **4. GENERAL OBLIGATIONS**

- 4.1** RCUK reserves the right to alter the Patient's admission date and/or out-Patient appointments although such changes will be avoided wherever possible. Where RCUK changes a date for operational reasons, the Patient may reschedule at no additional administration fee, or cancel and receive a refund of sums paid less the non-refundable Deposit and any non-recoverable third-party costs already incurred on the Patient's behalf.
- 4.2** The Patient agrees that, in signing these Terms and Conditions and the Pre-Operative Medical Notes, they have understood the terms and have had an opportunity to seek an explanation. The Patient must sign the Pre-Operative Consent Forms before surgery commences. RCUK's liability for breach of contract relating to facilitation services is limited to the facilitation fees paid to RCUK, save where liability cannot lawfully be limited.
- 4.3** The Patient will be required to sign Medical Consent Form(s) at the Hospital prior to surgery.
- 4.4** In the interest of Patient safety and welfare, RCUK reserves the right to cancel or postpone the procedure.

### **5. RESCHEDULING / CANCELLATIONS**

- 5.1** All Deposits paid to RCUK (including Pre-booking, Administration Fee and itinerary confirmation deposits) are **NON-REFUNDABLE**. The Deposit reflects administration, coordination, surgeon and hospital reservation, and itinerary work undertaken from the moment of booking.
- 5.2** If the Patient decides to cancel the booking, RCUK must be notified in writing. Cancellation takes effect from the day written confirmation is received.
- 5.3** Refunds on cancellation: the Deposit is non-refundable in all circumstances except where RCUK cancels the booking and is unable to offer a reasonable alternative date. Beyond the Deposit, RCUK will refund any sums paid less (a) non-recoverable third-party costs already

incurred (e.g. flights, hotels, surgeon/hospital reservation fees, tests, consultations) and (b) the rescheduling fee in clause 5.4 if applicable.

- 5.4** Rescheduling: if the Patient needs to reschedule the surgery date, an administration fee will apply: 14 days or more notice – £750; 13 days or less notice – £1,250. The Deposit is carried forward to the rescheduled date but remains non-refundable.
- 5.5** Statutory cancellation rights: where the contract is concluded at a distance, the Patient has a 14-day cancellation period under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Where the Patient asks RCUK to begin services within that period, the Patient agrees that RCUK may charge for services already supplied (including Deposit work) up to the point of cancellation. Once services are fully performed within the 14-day period at the Patient's request, the cancellation right is lost.
- 5.6** If the procedure is abandoned intra-operatively due to unforeseen medical conditions, RCUK will retain sufficient monies to cover costs reasonably incurred (including the non-refundable Deposit) in accordance with clauses 3.1 and 4.4. Any unspent balance will be refunded.
- 5.7** Pre-booked appointments for cosmetic or bariatric surgery may be cancelled prior to Consultation; the Deposit is non-refundable but will be credited against an alternative procedure booked within 12 months. Cancellations after Consultation are dealt with in accordance with clauses 5.3 and 5.6. This clause does not apply to dentistry, minor surgical procedures or see-and-treat procedures, where the Deposit secures the theatre booking and is non-refundable from the point of booking.

## **6. COMPLAINTS / READMISSION**

- 6.1** RCUK's complaints procedure is available on request from the Patient Care Coordinators. The Patient should raise concerns with their Patient Care Coordinator in the first instance.
- 6.2** Aftercare: the Initial Aftercare Period covers standard post-surgical review appointments within the term specified on the Personal Quotation. Appointments outside the aftercare package, and any subsequent investigations or treatment, are quoted and charged separately.
- 6.3** Readmission: for up to 3 years after the operation, where the Patient and the Surgeon agree that further surgery (as part of the original procedure) is necessary, RCUK will consider contributing to surgical and Hospital costs. If the Surgeon decides results are within normal limits, further surgery is at full fee. RCUK will assess each Patient on the merits and make the final decision.
- 6.4** If the Patient fails to attend reviews, follow advice, or where outcomes are affected by lifestyle change, illness or natural ageing, RCUK does not commit to subsidised continuing surgery.

## **7. CONFIDENTIALITY**

- 7.1** Matters relating to the Patient's treatment are kept confidential, save where RCUK is required to disclose information to relevant medical staff or competent authorities.
- 7.2** The Patient consents to the disclosure of personal information by RCUK to Surgeons, Doctors, Nurses and other medical staff for the purpose of their treatment.
- 7.3** The policy on access to medical records is available from the Patient Care Coordinator.
- 7.4** Photographs: clinical photographs may be taken as part of the Patient's medical record. RCUK will provide the Patient with copies of their own clinical photographs on written request, in accordance with the Data Protection Act 2018 and UK GDPR.

## **8. JURISDICTION**

- 8.1** These Terms are governed by the laws of England and Wales and the Courts of England and Wales have exclusive jurisdiction.
- 8.2** RCUK may update these Terms from time to time. Changes will not apply retrospectively to bookings already confirmed; the Terms in force at the time of booking apply to that booking.

## 9. PAYMENT TERMS

- 9.1** On agreement of a booking, a Deposit covering the Administration Fee and itinerary confirmation is payable. THIS DEPOSIT IS NON-REFUNDABLE in all circumstances except where required by law or as expressly stated in clause 5. The Deposit secures coordination, theatre, surgeon and hospital reservation.
- 9.2** The balance of the treatment cost must be paid in cleared funds at least 14 days before departure (or as otherwise stated on the Personal Quotation). If full payment is not received in time, RCUK may cancel the booking; the Deposit is forfeited and any non-recoverable third-party costs will be deducted from sums paid before any refund of the remaining balance.
- 9.3** Where treatment costs are paid directly to the clinic/Hospital, those payments are governed by the clinic/Hospital's own terms.
- 9.4** All payments are in pounds sterling unless otherwise agreed in writing. The Patient bears any bank, card processing or currency conversion fees on refunds.

## 10. TREATMENT & AFTERCARE

- 10.1** RCUK is not liable for the clinical work of the Surgeon or staff at the Clinic or Hospital, which is governed by the Hospital's own terms. The Patient's clinical contract is with the Hospital/clinic and Surgeon.
- 10.2** RCUK does not accept responsibility where the Surgeon determines that the Patient is not fit to undergo surgery and the Patient must return without surgery; the Deposit remains non-refundable but RCUK will refund any unspent balance after deduction of tests, consultations and non-recoverable third-party costs.
- 10.3** The Patient is entitled to a refund of any unspent balance of the treatment cost after deductions for tests, consultations, non-recoverable third-party costs and the non-refundable Deposit.
- 10.4** The clinic/Hospital will provide aftercare instructions. If the Patient does not follow them, the Hospital and Surgeon are not responsible for resulting repercussions.
- 10.5** RCUK's liability is limited to direct loss caused by RCUK's negligent breach of its facilitation obligations and capped at the facilitation fees paid to RCUK. Nothing in these Terms excludes liability for death or personal injury caused by RCUK's negligence, for fraud, or under any non-excludable consumer protection law.
- 10.6** RCUK and the treating Surgeon and Hospital make no guarantees as to the outcome of any procedure.
- 10.7** RCUK asks the Patient to remain at the destination at least until any stitches have been removed, to minimise the risk of infection.
- 10.8** RCUK will assist the Patient in providing the Surgeon with a GP report, photographs, test results, etc., to enable the Surgeon to advise on aftercare.
- 10.9** RCUK's collaborating Surgeons visit the UK regularly and may be available for post-operative consultation, where the Patient requires.
- 10.10** Where revision or correction is agreed under clause 6.3, the Surgeon's fee will not be charged; only hospital charges are payable. The Patient bears travel, hotel and subsistence costs.

## 11. MEDICAL INFORMATION AND QUESTIONNAIRE

- 11.1** The Patient agrees that the medical questionnaire will be forwarded to the clinic/Hospital by secure means.
- 11.2** RCUK is not liable where the Patient has not completed the questionnaire thoroughly and honestly or has not disclosed full medical history to the clinic/Hospital.

**11.3** Information provided to RCUK is treated as confidential and will only be shared with the clinic/Hospital and other parties strictly necessary for the treatment, in accordance with UK GDPR.

**11.4** RCUK will not disclose Patient information without prior written permission, save where required by law.

## **12. TRAVEL INFORMATION, DOCUMENTS & PASSPORTS**

**12.1** RCUK cannot accept responsibility for missed flights due to late arrival of connecting aircraft or late check-in at the airport.

**12.2** Patients are responsible for all necessary valid documents, including passports and visas.

**12.3** RCUK does not accept responsibility for delays. Where delays occur, refreshments and meals are normally the responsibility of the airline.

**12.4** Airlines may change aircraft type, flight timings or days of operation without advance notice.

**12.5** RCUK is not responsible for such delays or changes.

**12.6** It is the Patient's responsibility to obtain comprehensive travel and medical insurance covering delays, baggage, personal effects, sickness, ill-health, and complications arising from elective surgery abroad. RCUK strongly recommends specialist medical-travel insurance.

## **13. EVENT OF FORCE MAJEURE**

**13.1** Save where these Terms expressly state otherwise, RCUK is not liable to pay compensation, expenses or losses where it has to change a booking after departure, where a clinic/Hospital cannot provide the procedure as agreed, or where the Patient suffers loss as a result of circumstances beyond RCUK's reasonable control.

**13.2** "Event of Force Majeure" means an event beyond the reasonable control of RCUK, the Hospital and the Surgeon, including: 13.2.1 act of God (fires, explosions, earthquakes, drought, tidal waves, floods); 13.2.2 war, hostilities, invasion, mobilisation, requisition or embargo; 13.2.3 rebellion, revolution, insurrection, military or usurped power, or civil war; 13.2.4 riot, strikes, lockouts or disorder; 13.2.5 acts or threats of terrorism; 13.2.6 epidemics, pandemics, public health emergencies and government travel restrictions or border closures.

**13.3** Where a Force Majeure event prevents performance, RCUK will use reasonable endeavours to reschedule the procedure. The Deposit will be credited against the rescheduled booking. Where rescheduling is not reasonably possible within 12 months, RCUK will refund sums paid less non-recoverable third-party costs.

## **14. CHANGES TO THE CONTRACT**

**14.1** If RCUK has to cancel or significantly change the booking, RCUK will contact the Patient. The Patient may either rearrange (paying or receiving the difference) or cancel and receive a refund of sums paid, including the Deposit where the change is made by RCUK and no reasonable alternative is available.

**14.2** RCUK does not pay compensation for losses or expenses arising from circumstances beyond its reasonable control.

## **15. DATA PROTECTION**

**15.1** RCUK processes personal data (including special category health data) in accordance with the UK GDPR and the Data Protection Act 2018. The lawful bases include performance of this contract and the Patient's explicit consent for the processing of health data, which the Patient gives by signing these Terms. The Patient may withdraw consent at any time, although this may prevent RCUK from continuing to provide services.

**15.2** RCUK's Privacy Notice (available on request and at [www.rightchoiceuk.com](http://www.rightchoiceuk.com)) explains data subject rights, retention periods and international transfers (including to clinics/Hospitals outside the UK).

## 16. ACKNOWLEDGEMENT

**16.1** By signing below or by paying the Deposit, the Patient confirms that they have read, understood and accepted these Terms & Conditions, and in particular acknowledges that the Deposit is non-refundable as set out in clauses 1.10, 5 and 9.

Patient signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_