

# Implantable contact lens and phakic intraocular lens surgery

## Terms and conditions document

**This is a legal document. You need to sign it to show that you agree to keep to these terms and conditions before we can accept you for treatment. For your own benefit and protection you should read this document carefully before signing it. It sets out the relationship between you, us and your surgeon.**

Patient's name:

Patient's central ID:

**Eye (or eyes) to be treated:** Right eye  Left eye

**These terms and conditions set out the entire agreement between you and us. This document replaces all proposals and previous agreements, arrangements and understandings between you and us relating to the subject matter of this document.**

I understand the above and all of my questions have been answered.

Write your initials here:

### Terms and conditions

1. Your payment and the end of care
  - a. The amount you pay for your treatment includes the cost of:
    - your pre-treatment consultations;
    - your pre-treatment surgeon discussion;
    - a YAG iridotomy before your surgery, if we consider this is clinically necessary (this can help the movement of fluid within the eye and control eye pressure);
    - any treatment, including any eye drops and prescribed medications that you need from us, during the first 12 months after your initial treatment; and
    - all aftercare consultations recommended by your refractive optometrist during the first 12 months after your treatment.
  - b. If, after your treatment, an Optical Express optometrist or surgeon recommends an enhancement treatment during the first 12 months after treatment, we will provide this free of charge. We will normally consider enhancement treatment three to nine months after your initial treatment. However, your surgeon will recommend the timing based on your individual circumstances.
  - c. Your aftercare programme will end, and you will be discharged from our care, when your refractive optometrist or surgeon (or both) thinks it is appropriate.
  - d. When you are discharged from our care we will send a letter to you or your GP to confirm your current eye health and well-being.
  - e. After you are discharged from our care, we recommend that you arrange yearly eye examinations.
2. Your pre-treatment surgeon discussion
  - a. You must have a pre-treatment discussion with your surgeon at least 48 hours before your surgery.
  - b. You will not have surgery until you have had a pre-treatment surgeon discussion.

- c. If you do not attend your pre-treatment surgeon discussion appointment, your surgery may not take place on the date that you have booked.
  - d. If your treatment does not take place on the date that you booked, it will be rescheduled to a different date.
3. Amendments to treatment
- a. If your surgeon recommends a different type of treatment to the treatment you have scheduled (for example laser eye surgery or another type of lens surgery) and the different type of treatment is carried out, there may be an extra cost for this.
  - b. You can choose whether to go ahead with the different type of surgery after giving informed consent and paying any extra cost or receive a refund of the amount you have paid.
4. Exclusions
- a. The cost of your treatment does not include, and we are not responsible for providing or for meeting, costs, charges, compensation or expenses relating to the following:
    - Glasses or contact lenses which you may need after your treatment if your vision is not fully corrected as a result of your initial treatment.
    - Glasses or contact lenses which you may need after your treatment as a result of a different problem with your vision which is not related to your initial treatment.
    - Glasses or contact lenses if you have or develop presbyopia (an age-related eye condition that reduces people's ability to see to do near-vision tasks).
    - Unless we tell you otherwise in these terms and conditions, additional treatment following your initial treatment, or treatment not included in your initial treatment, or cosmetic or therapeutic treatments, such as eyelid surgery or procedures to treat dry eye.
- A corneal cross-linking procedure.
  - A YAG capsulotomy procedure.
  - Consultations with or treatment carried out by anyone other than at Optical Express.
  - Postponement of your treatment or aftercare due to equipment failure, or your refractive optometrist or surgeon being ill or unavailable. If this happens, we may rearrange your treatment or aftercare at another Optical Express clinic or with another Optical Express surgeon (or both).
  - Emergency treatment appointments, as recommended by your refractive optometrist or surgeon. We may decide that any emergency treatment and associated aftercare can be provided at another Optical Express clinic or with another Optical Express surgeon (or both), if this in your best interests.
  - If the surgeon decides not to go ahead with your treatment, because they believe it would not be in your best interests to have the treatment you have been scheduled for or they feel that a different treatment may be more suitable for you. If this applies, they may recommend that you take more time to consider your options.
  - You are ill, have a heavy cold, an infection or cold sores (or similar) on the day of treatment. (It would be unwise to go ahead with your treatment and we may need to rearrange it.)
  - Your travel or other extra expenses or loss of income arising from, for example, you taking time

off work because your eyes take longer than expected to heal, there is a complication relating to your treatment or to allow you to receive treatment or aftercare.

- Medications prescribed more than 12 months after your last procedure.
- Aftercare consultations more than 12 months after your last procedure.
- Enhancement procedures more than 12 months after treatment.

#### 5. General notes

- a. We may not be able to offer you a consultation or treatment with a member of the same sex. If you are concerned, please ask your clinic manager for a chaperone, who will stay with you during your consultation or treatment.
- b. If you would like to discuss anything relating to your consultation or treatment in confidence, please speak to your clinic manager.
- c. We may change our prices from time to time. We will honour the charge for your treatment that we give you at your pre-treatment consultation (if it is lower than our current prices at the time of your treatment), but only if you book your treatment within 14 days of the pre-treatment consultation. If we reduce our prices for your treatment following your pre-treatment consultation, we will charge you the lower price that applies at the time of your treatment.
- d. If we reduce the price of your treatment after the date of your treatment, we will not pay a refund.

#### 6. Cancellation policy

- a. If you cancel a booking for treatment within seven days of making your

booking, we will refund all amounts you have paid.

- b. If you cancel a booking for treatment more than seven days after making the booking, we will take the minimum deposit from any money you have paid, before returning the rest of the money to you.
- c. We will set the amount of the minimum deposit at the time of your consultation.
- d. If, for any reason, we have to cancel a booking for treatment and we cannot offer you an alternative booking in either the clinic of your choice or a different location, we will refund your minimum deposit.
- e. If, following a consultation with one of our refractive surgeons, you cannot go ahead with your treatment for any clinical reason, we will refund all amounts you have paid, except for any refractive surgeon appointment fee.
- f. We will pay all refunds within 28 working days.

#### 7. Complaints policy

- a. If you have a complaint about any part of our service, please write to your clinic manager.
- b. Wherever possible, the clinic manager will send you a full response to your complaint within 20 working days. If this is not possible, they will tell you of their progress with their investigation. If your complaint does not fall within the clinic manager's area of responsibility, they will pass your complaint to the appropriate department who will contact you within a reasonable period.

**By paying your deposit you are accepting and agreeing to keep to these terms and conditions. This applies even if you have not signed these terms and conditions.**

### **Patient declaration**

I agree to keep to the terms and conditions above and acknowledge that all of my questions have been answered.

Your signature:

Your full name (print):

Your date of birth:

Date of pre-treatment consultation:

Date of signature:

### **Witness declaration**

Witness's signature:

Witness's full name (print):

Witness's date of birth:

Date of signature:

