

# Lens exchange surgery and cataract surgery

## Terms and conditions document

**This is a legal document. It sets out the relationship between you, us and your treating ophthalmic surgeon. You need to sign this document to confirm you agree to these terms and conditions before we can go ahead with your surgical procedure. For your own benefit and protection you should read this document carefully before signing it.**

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.

### 1. Payment

- a. A minimum deposit of up to €700 is required to secure the booking of your surgical procedure. The balance must be paid 7 days before the date scheduled for your surgical procedure. If the balance is not paid 7 days before the date scheduled for your surgical procedure, the procedure will be cancelled and we will retain the entire deposit paid. This deposit can be used towards the booking of a new date for your surgical procedure if the new date is within 3 months of the date initially booked for this procedure. The deposit paid can be used towards one rebooking only and cannot be transferred to the booking of a different patient.
- b. The amount you pay for your primary surgical procedure includes the cost of:
  - your pre-surgery consultations;
  - your pre-surgery clinician discussion;
  - any eye drops and medications that are prescribed by an Optical Express clinician, during the first 3 months
- after your primary surgical procedure;
- a YAG capsulotomy (a non-invasive laser treatment that may help to remove cloudy vision that may result from your initial treatment) if an Optical Express ophthalmic surgeon recommends this during the first 12 months after your primary surgery;
- 5 aftercare consultations, delivered either in person or via telemedicine as recommended by your optometrist or ophthalmic surgeon during the first 12 months after your primary surgical procedure.
- c. If an Optical Express optometrist and an ophthalmic surgeon find you to be clinically suitable for a laser eye surgery enhancement procedure, we will provide 1 procedure per eye to you at no cost only if the enhancement procedure is carried out during the first 12 months after your primary surgical procedure. We will normally consider an enhancement procedure 3 to 9 months after your primary surgical procedure, if this is

clinically necessary. However, your ophthalmic surgeon will recommend the timing based on your clinical needs. You would be responsible for any procedure fees in the rare event that an additional surgical procedure or treatments over and above the first laser eye surgery enhancement is recommended for a given eye.

- d. After the first 3 months following your primary surgical procedure, you are responsible for the cost of any further eye drops or prescribed medications.
- e. Following your participation in 5 aftercare consultations within 12 months of your primary surgical procedure, you are responsible for the cost of any further appointments.
- f. Following 12 months of your primary surgical procedure, you are responsible for the cost of any additional surgical procedures or treatments.
- g. Your aftercare programme will end, and you will be discharged from post-operative care, when your optometrist or surgeon (or both) thinks it is appropriate.
- h. After you are discharged from our post-operative care, we recommend that you arrange yearly eye examinations. You are responsible for arranging these examinations and must pay any charge that applies.

## **2. Your pre-surgery clinician discussion**

- a. You must have a pre-surgery discussion with a second clinician before your primary surgical procedure. We recommend that this takes place at least 7 days before the date of your surgery.
- b. You will not have surgery until you have had a pre-surgery clinician discussion.
- c. If you do not attend or take part in your pre-surgery clinician discussion,

your surgery may not take place on the date that you have booked.

- d. If your surgical procedure does not take place on the date that you booked because you did not attend or take part in your pre-surgery clinician discussion, we will rearrange the discussion and surgery for a different date. This may mean you have to pay an extra charge.

## **3. Amendments to the type and date of your surgery**

- a. If your ophthalmic surgeon recommends a different type of surgery than the one you have scheduled (for example a multifocal lens instead of a monofocal lens), there may be an extra cost for this.
- b. It is your choice whether to go ahead with the different type of surgery that has been recommended. If you decide to go ahead you will have to pay the extra cost before the surgery can go ahead. If you decide not to have the different type of surgery, you can cancel your surgery and will receive a refund of any money you have paid, in line with the refund policy set out in detail below.
- c. If you change the date of your surgery within 21 days of your planned surgery, you will have to pay a charge of €200 per eye. If you change the date of your surgery more than 21 days before your planned surgery, there will be no charge for this.

## **4. Exclusions**

The cost of your primary surgical procedure does not include (and we are not responsible for providing or for meeting the costs, charges, compensation or expenses relating to) the following.

- Glasses or contact lenses which you

may need after your surgery or any further surgery or other treatment if your vision is not fully corrected as a result of your primary surgical procedure.

- Glasses or contact lenses which you may need after your surgery or any further surgery or other treatment as a result of a different problem with your vision which is not related to your primary surgical procedure.
- Glasses or contact lenses if you have or develop presbyopia (an age-related eye condition that reduces the ability to see to perform near-vision tasks).
- Any further surgery that has a different aim to your primary surgical procedure (for example, if the further surgery is aiming to improve close vision but the initial treatment was not).
- Any surgery or other treatment not included in the fee for your primary surgical procedure.
- Any cosmetic or therapeutic treatments, such as eyelid surgery.
- Any procedures or devices to treat dry eye that are not included in the cost of your primary surgical procedure, such as LipiFlow treatment or punctal plugs.
- Any other dry eye medical appliance such as heat masks, lid wipes or Omega 3 supplements.
- A corneal cross-linking procedure.
- Consultations with or treatment carried out by anyone other than an optometrist or ophthalmic surgeon who provides services at an Optical Express clinic.
- Postponement of your surgical procedure or aftercare due to equipment failure, or your optometrist or ophthalmic surgeon being ill or unavailable. If this happens, we may rearrange your surgery or aftercare at another Optical Express clinic or with another Optical Express ophthalmic surgeon (or both).
- Emergency surgery or other treatment, as recommended by your optometrist or surgeon. We may decide that any emergency surgery or other treatment and associated aftercare can be provided at another Optical Express clinic or with another Optical Express surgeon or by a company or surgeon not connected to Optical Express, if this is in your best interests.
- If the ophthalmic surgeon decides not to go ahead with your surgery because they believe it would not be in your best interests to have the surgery you have been scheduled for, or they feel that a different type of surgery 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 active cold sores (or similar) on the day of surgery. In these circumstances it is not recommended that you go ahead with your surgical procedure 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 surgery or to allow you to receive treatment or aftercare.
- Medications prescribed more than 3 months after your primary surgical procedure.
- Aftercare consultations after your participation in 5 appointments or more than 12 months after your primary surgical procedure.
- Any procedure or treatment that

follows after a first enhancement procedure to a given eye.

- Further surgery, enhancement procedures or other treatment which is needed more than 12 months after your primary surgical procedure. This exclusion applies where you are deemed clinically unsuitable for further surgery, an enhancement procedure or other treatment for any reason within 12 months of your primary surgical procedure, and are subsequently deemed clinically suitable for further surgery, an enhancement procedure or other treatment more than 12 months after your primary surgical procedure.

## 5. General notes

- a. We may not be able to offer you a consultation with, or surgery carried out by, a member of the same sex. If you are concerned by this but still want to go ahead with your scheduled surgery or other treatment, your clinic manager can arrange for a chaperone of the same sex who will stay with you during the consultation or surgery. It is your responsibility to ask the clinic manager to arrange this for you.
- b. If you would like to discuss anything relating to your consultation or surgery in confidence, please speak to your clinic manager.
- c. You should be aware that there are certain medical reasons that deem patients unsuitable for refractive treatment including but not limited to the taking of certain medications, pregnancy and breastfeeding. This may mean that you are deemed clinically unsuitable for further surgery, an enhancement procedure or other treatment within 12 months of your primary surgical procedure and may not therefore be able

to benefit from the one laser eye surgery enhancement procedure per eye at no cost during the first 12 months after your primary surgical procedure.

- d. We may change our prices from time to time. We will honour the price we gave you at your pre-surgery consultation, but only if you book your surgery within 14 days of your pre-surgery consultation. If we reduce our prices for your surgery following your pre-surgery consultation, we will charge you the lower price that applies at the time of your surgery.
- e. If we reduce the price of your treatment after the date of your surgical procedure, we will not issue a refund.
- f. We will use personal information relating to your treatment to help provide your treatment, review your treatment, give you advice about additional treatment, carry out any additional treatment, and manage our business properly (for example, to allow us to keep accurate records and for quality-control purposes).

We will use information relating to your treatment for research purposes, for statistical analysis and in connection with academic and scientific papers, presentations and other publications. Information relating to your treatment which we use for these purposes will not reveal your identity.

## 6. Cancellation policy

When you cancel	Refund
Within 3 days of booking the surgery	100% refund. We will refund all money you have paid within 28 working days of the cancellation.
More than 3 days after booking the surgery, but up to 7 days before your pre-surgery clinician discussion	We will keep €300 from any amount you have paid and refund the rest to you within 28 working days of the cancellation.
Within 2 days of attending your pre-surgery clinician discussion	We will keep €300 from any amount you have paid and refund the rest to you within 28 working days of the cancellation.
More than 2 days after your pre-surgery clinician discussion	We will keep the minimum deposit of up to €700 and refund the rest of any amounts you have paid within 28 working days of the cancellation.
When we cancel	Refund
If we have to cancel your treatment and cannot offer you another date within 12 months in either the clinic of your choice or a different Optical Express clinic.	100% refund. We will refund all money you have paid within 28 working days of the cancellation.
If you have not paid the balance of your treatment 7 days before the date it is scheduled to take place, we will cancel your treatment.	<p>We will keep the minimum deposit of up to €700 and refund the rest of any amounts you have paid within 28 working days of the cancellation.</p> <p>The minimum deposit of up to €700 can be used toward the booking of a new date for your treatment if this date is within 3 months of the date that had initially been booked for this treatment.</p> <p>The minimum deposit of up to €700 can be used towards one rebooking only and cannot be transferred to the booking of a different patient.</p>

## **7. Force Majeure**

- a. An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected. An event of force majeure includes but is not limited to war, terrorism, earthquakes, hurricanes, acts of government, plagues, epidemics or pandemics.
- b. Neither party is responsible for any failure to perform its obligations under this contract, if it is prevented or delayed in performing those obligations by an event of force majeure.
- c. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract.
- d. Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this contract.
- e. You have no entitlement and we have no liability for:
  - (i). any costs, losses, expenses, damages or the refund of any part of the contract price during an event of force majeure; and
  - (ii). any delay costs in any way incurred by you due to an event of force majeure.

## **8. Complaints policy**

- a. If you have a complaint about any part of our service, please tell your clinic manager.
- b. Wherever possible, the clinic manager will deal with your complaint as quickly and efficiently as possible. 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 investigate and respond to you.
- c. If you are unhappy with your clinic manager's response to your complaint, or if you do not feel comfortable raising your complaint with your clinic manager, you can ask our Clinical Services department to look into the matter. To do this, please send your complaint in writing to [clinicalservices@opticalexpress.com](mailto:clinicalservices@opticalexpress.com) or Clinical Services, Optical Express, 200 St Vincent Street, Glasgow, G2 5SG. Clinical Services will aim to provide a response within 20 working days.

**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 confirm that I have carefully and thoroughly read and understood the information in this document.

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: