

Bariatric Surgery Terms & Conditions

Gastric Sleeve, Gastric Plication, Roux-en-Y Gastric Bypass, MGB and Gastric Band (hereinafter referred to as Bariatric Surgery or the procedure) are all simple, safe and effective methods for combating obesity. Their role in helping patients to lose weight and maintain that weight loss is proven. However, it is vitally important to understand that they are medical procedures. They will not do all the work for you. Consequently, we would ask that you read and understand the following:-

Consultation fee:

If you choose not to go ahead within 6 months no refund can be given or used against another procedure from the consultation fee.

Regarding the procedure itself, you understand that:

The procedure is an elective procedure, requested by you.

You have had a bariatric procedure consultation with a consultant surgeon and discussed all the options available to you.

The pros and cons, risks and complications, and short and long term implications of the procedure have been discussed with you to your own satisfaction.

That the procedure will be undertaken by a Consultant Surgeon.

That the procedure will always require a general anaesthetic, which will be administered by a Consultant Anaesthetist.

As there is a variation for overnight stay requirement at each hospital, please check your confirmation letter for details. Where an additional hospital stay is incurred, you will be liable for the additional costs.

You understand that there are potential risks and complications with any sedation and/or general anaesthetic and that these are to be discussed with the Consultant Anaesthetist. However, notwithstanding any subsequent discussions with the Consultant, you accept and understand that these complications include but are not limited to the following:

- Adverse reactions to the anaesthetic drugs or any other medications that may have to be administered.
- Damage to teeth.
- Sore throat.
- Damage to the vocal cords.
- Heart complications, including cardiac arrest.
- Lung complications, including aspiration of stomach contents; chest infection; pulmonary embolism.
- Thromboembolism.
- Hyperpyrexia.
- Death.

You confirm that you understand these anaesthetic complications to be extremely rare in an otherwise fit and healthy patient undergoing a routine non-urgent sedation/ general anaesthetic under the care of a Consultant Anaesthetist.

You understand that the procedure itself involves passing a series of laparoscopes through your abdominal wall.

You understand that there are potential risks and complications with any laparoscopic procedure and that these are to be discussed with the Consultant Surgeon. However, notwithstanding any subsequent discussions with the Consultant Surgeon, you accept and understand that these complications include but are not limited to the following:

- Generalised discomfort because of the air pumped into the abdomen to distend it.
- Injury to any of the intra-abdominal organs (rare).
- That any such injury may result in bleeding and / or perforation.
- That any such injury may require further emergency surgery, and that you specifically consent to any such emergency surgery.
- Inhalation of gastric contents (very rare).

You understand that if any abnormality is found during this examination, the procedure may have to be abandoned, perhaps permanently.

You accept and understand that these complications include but are not limited to the following:

- Injury to the gullet or stomach or other abdominal organs (including perforation - very rare).
- Bleeding due to trauma (very rare).

You understand that medications/other treatment/surgery may be necessary during the course of the procedure should any complications arise, and you specifically consent to these also.

You understand that once the procedure has begun, other complications may arise and that these are to be discussed with the Consultant Surgeon. However, notwithstanding any subsequent discussions with the Consultant Surgeon, you accept and understand that these complications include but are not limited to the following:

- Dehydration.
- Metabolic problems +/- renal failure/thiamine deficiency.
- Gastric bleeding.
- Gastric ulcers +/- perforation.
- Gastric outlet obstruction.
- Oesophageal dilatation.
- Intestinal obstruction.
- Infections.
- Alterations in bowel habit.
- Pancreatitis.
- Liver problems.

Should you need to be moved to a high dependency unit or alternative hospital for specialist care, costs are not included in the NOSC package.

You understand that if any complications arise after discharge from hospital, you shall contact the National Obesity Surgery Centre or the NOSC Emergency out of hours service immediately, and accept their advice regarding your care.

Regarding weight loss - You understand that:

This procedure is being undertaken to help you control your weight.

You confirm that you have had a very long history of obesity and a poor relationship with food.

You have tried many alternative forms of treatment over many years and that they all have been unsuccessful. The Bariatric Surgery is an accepted method of treatment for obesity in adults in the United Kingdom and throughout the rest of the World.

All other treatment modalities have been discussed with you, including (inter alia) general dietary control; very low calorie diets; anti-obesity medications and obesity surgery.

After all these discussions relating to alternative treatment modalities we have agreed that the very best course of treatment for you is Bariatric Surgery.

Even after having the Bariatric Surgery, you must follow the advice given to increase its chance of success. Consequently, that you shall do all that you can to help yourself in this process, including attending all review appointments.

No specific assurance has been given to you about the amount of weight that you might lose.

Regarding other issues

Additional Gastroscopy / Radiology / Blood and other tests

You understand that your decision to have Bariatric Surgery is wholly your own, made of your own volition to help you control your otherwise uncontrollable obesity. In doing so, you hereby explicitly accept that at any time in the future, genuine medical symptoms and situations might arise requiring further investigation. In accepting this, you explicitly agree that you shall be responsible for any additional fees.

General Surgical & Anaesthetic Complications

You understand that having Bariatric Surgery is a routine, elective surgical procedure. Further, you understand that your procedure will be undertaken by a highly experienced Consultant Surgeon with his appropriately experienced anaesthetic support. Consequently, you understand that complications are few. However, you also fully understand and accept that any surgery carries risks, such as infection; abscesses; bleeding; hernias and those related to anaesthesia. These may require additional treatment, perhaps even surgery. In such circumstances, you accept that the NOSC cannot be held responsible for any additional costs that might accrue and that you shall be responsible for any additional costs from any unforeseeable and unavoidable complications from your surgery.

An abnormality found on laparoscopy - You understand that:

If, during your initial laparoscopy an abnormality is found, the surgery may not be carried out, perhaps permanently.

If following laparoscopy, it is not possible to perform surgery, including at any time in the future:

- You shall receive a refund of any monies remaining after all incurred costs have been deducted. Costs will include surgeon, anaesthetist, hospital and administration fees.
- Administration fee is £225.00; other fees may vary from hospital to hospital.

If, following laparoscopy, you are found to have a treatable benign condition that merely means your procedure has to be postponed, the decision as to whether to be treated and then proceed is entirely yours:

- Should you wish to be treated and then proceed with surgery, you understand that costs have already been incurred and there will be additional costs of pay.
- Should you decide not to proceed; you shall receive a refund of any monies remaining after all incurred costs have been deducted. Costs will include surgeon, anaesthetist, hospital and administration fees.

Failure to lose weight

With any medical procedure or biological process there is a range of success recorded. Some patients just naturally do better than others, some may even cheat and continue to eat or drink very high calorie liquidised food. The NOSC Bariatric Surgery Support Programmes are specifically set up to maximise each patient's own potential for success.

Therefore, we are unable to offer any refund whatsoever in the event that patients are disappointed with the results of their Bariatric Surgery.

Gastric Band Only:

Band Adjustments - You understand that:

Within your all-inclusive fees, five clinical band adjustments are included, to be taken during the course of twelve months from the date of your procedure. Any adjustments taken after this twelve month period will be chargeable.

After a two year period following insertion, you will be directly responsible for booking and funding any further band adjustments.

Adjustments will be at the sole discretion of your clinician following full discussion with you.

You may have to travel to any of the NOSC associated clinics for your adjustments at your own expense.

Clinical band adjustments during the first twelve months must be booked through the support team at NOSC. Any appointments made directly with the hospital will be chargeable.

If you need an urgent band de-fill that is not directly associated from a band adjustment this may be chargeable.

The 12 month period cannot be suspended or extended due to medical treatment or conditions including pregnancy.

You hereby also specifically agree that you will not adjust your gastric band yourself or tamper with it in any other way; if you do so, you understand that complications, such as port perforation/infections may occur

and that any subsequent necessary treatment will be at your own risk and expense. Further, you accept that any such actions by yourself will invalidate your normal contractual relations with the NOSC.

Band Slippage - You understand that:

With the very great experience of the NOSC Consultant Surgeons, slippage of the laparoscopically placed gastric band is very uncommon. If you experience a continued period of sickness you must contact the NOSC or the NOSC Emergency out of hours service for immediate advice. Your treatment may require further surgery and you will be liable for any additional costs, including inter alia surgeon's fees, anaesthetist fees, hospital fees and the cost for an additional gastric band.

Band Erosion - You understand that:

Band erosion is an unusual complication of laparoscopic adjustable gastric banding. You also understand and accept that in almost all cases, it is a wholly unpredictable and unavoidable complication. Consequently, in the event of band erosion, you understand and accept that your treatment may require further surgery and you will be liable for any additional costs, including inter alia surgeon's fees, anaesthetist fees, hospital fees and the cost for an additional gastric band.

Band Rejection – You understand that:

It is extremely rare, but possible that your body could reject or react to the Gastric Band. Should band rejection occur you may require further surgery and you will be liable for any additional costs, including inter alia surgeon's fees, anaesthetist fees and hospital fees. No refund will be given as all costs have been incurred.

Band Removal – You understand that:

In the very unlikely event that you change your mind and decide you do not want a band at all and request that your band be removed, you will be liable for any additional costs relating to the removal of your band, including inter alia surgeon's, anaesthetist's and hospital's fees.

A Faulty Band/Band Complications - You understand that:

Gastric band failure through a technical fault with the band is extremely rare. In such circumstances, in order to confirm a faulty device you will be asked to undergo a radiological investigation of your band, this will be at your own cost. If technical failure has occurred, a replacement band will be offered free of charge during the first 12 month period. A refund alternative is not available.

Gastric Band Warranty

The twelve month warranty covers defects resulting from defecting parts, materials or manufacturing if such defects are revealed during the period of twelve months from the date of insertion. If such a fault is confirmed within twelve months of insertion NOSC will remove and replace the faulty band. A refund alternative is not available. Only the balance of the remaining band adjustments (not taken with the first band) will transfer to the new band.

NOSC Cancellation Policy

Consultation fees are non-refundable.

If for any reason you need to postpone or reschedule your procedure and you have paid in full there will be no additional charge to move your appointment date.

If preoperative tests have been carried out there will be a separate charge of up to £1,000.00, this will be clarified upon cancellation as it can vary between hospitals.

If you simply wish to cancel and have paid in full, as long as you notify NOSC one week prior to procedure a full refund will be issued, less an administration charge of £350.

If you have paid a deposit and wish to cancel, an administration fee of £125.00 will be deducted and the balance of your deposit refunded.

If you do not give NOSC forty-eight hours (working hours) notice, an administration charge of £300 will apply, plus a hospital and surgeon cancellation fee of £2,200.00.

You must talk to one of the Patient Advisors if you wish to make a cancellation, leaving a message will not be sufficient to cover a cancellation.

Please note that all calls, incoming and outgoing, are recorded for training and monitoring purposes.