



Patient Terms and Conditions and Data Privacy Policy

Patient Terms and Conditions

Ioannis Ntanos trading as Ntanos I&E Healthserve Ltd

Please read these Terms carefully. They set out the basis upon which you will be provided with Treatment from Mr Ioannis Ntanos trading as Ntanos I&E Healthserve Ltd. We may update these Terms from time to time, however changes to these Terms will only apply to any new episode of Treatment that you receive, and you will be asked to agree to any new Terms before they become effective for you. Please ensure that you read these Terms and conditions carefully. If you have any questions, concerns or comments, please don't hesitate to contact us to discuss.

1. Data Protection and Communication

1.1 We will issue you with a copy of our Data Privacy Notice. This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. We will then ask you to confirm that you accept our policy.

1.2 If you do not accept our Data Privacy Notice or do not provide us with the information that we ask for we may not be able to offer you any Treatment.

1.3 We will communicate with you via the email address and contact phone number provided by you on our Patient Registration Forms. This includes invoices issued and billing information where required.

1.4 Any documents containing medical data that we would deem as sensitive data will be communicated with you via a secure portal. Any information that you complete and submit to us via this portal shall be dealt with in a secure manner.

1.5 We will ask you to complete (or we may complete in discussion with you) Patient Registration Forms to enable us to offer our Services to you.

2. Treatment

2.1 We will supply the Services to you as set out in the Consultation Letter, which details the care and Treatment which you will receive from us and any appointment or admission dates.

2.2 Following receipt of your Consultation Letter and prior to your admission date, you will be asked to come to the Hospital/Clinic for a pre-assessment.

3. Treatment Price and Payment Terms

3.1 Consultation – The fee for a consultation is £200. This fee is payable prior to the consultation appointment unless agreed otherwise. We can offer consultations in-person or by video call.

3.2 Treatment – The fee for the surgical procedure will be set out in The Consultation Letter. Our standard fee arrangements are as follows.

(a) to collect a 50% Deposit Payment when The Consultation Letter is issued (this will enable us to book a Treatment slot with the Clinic).

(b) to collect a 50% Balance Payment **at least 5 weeks prior** to the Treatment date.

(c) to collect all Optional Extra Payments **at least 5 weeks prior** to the Treatment date.

Optional Patient Overnight Stays –

An Overnight Stay will be included as part of the Treatment if it is a Medical Requirement at the time.

If you wish to book an Overnight Stay at the Clinic/Hospital, regardless of what our (Mr Ntanos') advice will be on the day, then this is an Optional Extra chargeable at £500 per night and should be booked before the Procedure Date. If there is a medical reason (e.g. a complication), we will cover the cost of the overnight stay. You may have an option to book an Overnight Stay on the day of the procedure, but this will be dependent upon availability at the Clinic/Hospital. This can be discussed with us (Mr Ntanos) on the Procedure Day when availability and any subsequent costs and charges can also be discussed. An invoice will subsequently be issued for immediate payment.

Optional Patient Histology (tissue sent to pathology for study) –

Histology can be arranged as an Optional Extra chargeable at £400. In certain medical circumstances this will be included as part of the Treatment where we believe there are strong medical reasons for it to be undertaken. This can be discussed during your Consultation.

It may be possible to arrange an additional night's stay in advance at the Hospital/Clinic as part of the Treatment, chargeable at £500 per night. We also reserve the right to bill for other Hospital/Clinic costs incurred such as, but not limited to, pre-op fees, blood tests, covid tests, late discharge etc. For example, the Clinic/Hospital can charge us Late Discharge Fees of up to £500. Any additional costs will be discussed with you and agreed prior to an invoice been issued. Any agreed additional costs will either be added to the Balance Payment invoice or billed separately, payable as in section (3.6).

3.3 An invoice will be issued to you for any fees raised and sent to you via email for payment. We may also send text messages to you notifying you that you have been sent email correspondence.

3.4 We shall issue you with an invoice for your consultation once the consultation appointment date is confirmed, payable by the Due Date stated on the invoice. Failure to pay this invoice may affect future Treatment.

3.5 We shall issue you with an invoice for the Deposit Payment upon issue of your Consultation Letter which will allow us to confirm your Treatment date. This payment should be made by the Due Date stated on the invoice to ensure there is no alteration to your Treatment booking. The Due Date will usually be 7 days after the invoice date.

3.6 We shall issue you with a final invoice for the Balance Payment typically two to three months prior to your Treatment date. This invoice is payable by the Due Date shown, which is typically 7 days after issue. This payment should be made by the Due Date stated on the invoice to ensure your Treatment date is not cancelled. All outstanding fees must be paid in full at least 7 weeks prior to the Procedure date.

If we agree to arrange your Treatment date within 8 weeks after your Consultation date we may need to raise the Deposit, Balance and all other invoices together.

3.7 We will incorporate Payment Services into the electronic invoice issued. The invoice will provide a Pay Now button by which you can click on the button to make a direct payment.

3.8 We may ask for your debit, credit card or bank details during the billing & collection process. Where applicable your payment details will be stored securely and may be used to clear any outstanding balances owing. We will always tell you if we intend to take such a payment from you.

3.9 We have engaged the services of JW Medical Management Ltd who manage the billing & collection and accounting services on our behalf. Please contact the JW Medical team should you have any invoice queries, any problems with making your payment or you believe you will not be able to make a payment by the Due Date. Should you wish to contact them please email them on info@jw-medical.co.uk quoting your invoice reference number.

3.10 If you are not able to attend any scheduled appointment or admission date please advise us as soon as possible, cancellation fees may apply (see section (6.15))

4. Cancellation

YOUR Rights to Cancel and Applicable Refunds

4.1 If you decide not to go ahead with your consultation, Treatment or any other Services you may contact us at any time to cancel. You will be required to pay for any Treatment received up until the point of cancellation. **We reserve the right to charge a cancellation fee in accordance with clause 6.15 if you cancel/amend your Treatment within seven weeks of a scheduled admission date.**

4.2 We will refund any advance payment made by you or on your behalf, less any amount that you owe to Ntanos I&E Healthserve, for Services that we have not yet provided to you and we reserve the right to charge a cancellation fee as described in clause 6.15.

4.3 If Ntanos I&E Healthserve Ltd cancels your Treatment because they consider it is not in your best interests for medical reasons and you have already paid for your Treatment, we will refund your payment.

OUR Rights to Cancel and Applicable Refund

4.4 We will make every effort to provide the Services on the date that we have set out in your Consultation Letter. However, we cannot promise this, and we reserve the right to refuse your admission or to cancel or change the date of your admission. There may be delays or cancellations for any reason, such as because of an event outside our reasonable control, for operational or technical reasons or because we think it is not in your best interest for medical reasons. Where this happens or where we refuse admission, we will try to give as much notice to you as possible. Where possible, as appropriate, we will always try to rearrange any appointment or admission dates with you. Where we are required to cancel the appointment or refuse admission, any advance payment you have made for Services that have not been provided will be refunded to you. We will refund these amounts by electronic transfer only to the cardholder or person who made the original payment.

4.5 We may cancel any appointment or admission date or any procedure or Treatment at any time if you do not pay us when you are supposed to.

5. Insured Patients

5.1 You agree to pay for your Treatment.

5.2 Whilst you will remain responsible for the payment of your care, where you have private medical insurance:

(a) we will, where possible, process the insurance claim for your Treatment with your insurer, provided you have given us and your insurer all the information we and your insurer need to do so, including but not limited to your policy and pre-authorisation numbers. If this information is incomplete or inaccurate, we may not be able to process your claim and you will need to pay for your treatment, as set out in (c) below;

(b) where we process your insurance claim and your insurer pays us direct, the rate agreed between Ntanos I&E Healthserve and your insurer (rather than the Hospital/Clinic 's standard rates) will apply to your care;

(c) if your insurer fails to settle our invoices (or any part of them) within 45 days of the date of issue we will assume that the outstanding amount will not be paid by your insurer and we will invoice you directly.

(d) if we invoice you for your Treatment or an element of it, you agree to pay us the amount invoiced within the time limits set out therein. If you do not think that we have invoiced you correctly, please let us know as soon as possible so we can investigate this further.

(e) we may ask for your debit, credit card or bank details during the billing & collection process. Where applicable your payment details will be stored securely and may be used to clear any outstanding balances owing. We will always tell you if we intend to take such a payment from you.

5.3 It is your responsibility to confirm with your insurer in advance that your care is covered by your insurance policy; we cannot obtain any such confirmation on your behalf. You may be required to obtain confirmation of cover from your insurer for various aspects of your Treatment throughout your pathway. At this point, your insurer will inform you if you need to pay a shortfall for any aspect of your treatment.

5.4 Ntanos I&E Healthserve will not be responsible for any insurer shortfall in cover. We recommend you confirm your policy limits with your insurer before you undertake your treatment.

5.5 Your insurer may require access to your medical records in order to validate and approve your treatment.

5.6 Please note that in some cases the Treatment pathway determined by the consultants, nursing staff and other medical professionals providing your care may not be covered by your insurance policy. This could mean that your insurer may not pay for certain parts of the care you receive, and you will be required to pay for that part of your care. In particular, you should note that Treatment for complications may in some cases not be covered by your insurer and in such cases; you agree to cover the cost of your care as set out in clause 5.2(c) above.

5.7 Please note that your insurance policy may not cover the cost of sundry items or other items such as

specialist equipment, like crutches or wrist braces, or certain medications, or it may only cover part of such costs. You will be required to pay for any such items not reimbursed by your insurer.

6. Other Terms and Conditions

6.1 While Ntanos I&E Healthserve will always try to meet your expectations, we cannot guarantee the result of any procedure, care or Treatment, and it is possible that complications with your Treatment or surgery can occur. We will explain these to you before your Treatment.

6.2 The decision as to whether you are fit for discharge rests with Ntanos I&E Healthserve and the Hospital/Clinic. If, with the agreement of the Hospital/Clinic, you decide to stay at the Hospital/Clinic beyond the date that we consider it is appropriate for you to be discharged, the Hospital/Clinic's standard charges will apply and you will be invoiced separately. If you discharge yourself against the medical advice no further services will be provided and no refund will be given if you leave the Hospital/Clinic earlier than expected.

6.3 We will need certain information from you that is necessary for us to provide the Services, and this can be asked for by anyone involved in your care or treatment, including by staff at the Hospital/Clinic, by Ntanos I&E Healthserve or another medical professional. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may not be able to provide you with a full range of Services, and that could mean being unable to see you at our Hospital/Clinic. Of course, if we are unable to provide the Services to you, you do not have to pay for the Services that we have not provided, but this does not affect your obligation to pay for any invoices we have already sent you for any Services we have already provided. Any advance payment you have made for Services that have not been provided will be refunded to you.

6.4 We strongly advise that you avoid bringing any valuables or cash to the Hospital/Clinic. If you do nonetheless bring any valuables or cash, this is at your risk as we do not accept any responsibility for the theft, loss of, or damage to, any of your or your visitors' cash, valuables or any other property that you or your visitors bring to the Hospital/Clinic.

6.5 We are not responsible for the acts and omissions of any consultants, anaesthetists, or other independent medical practitioners (or the company, partnership or other entity that employs or engages the consultants, anaesthetists, or other independent medical practitioners) that are not in the employ of Ntanos I&E Healthserve.

Events outside our control

6.6 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our reasonable control.

6.7 If an event outside our reasonable control takes place that affects the performance of our obligations under these Terms we will contact you as soon as reasonably possible to notify you, and our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our reasonable control.

6.8 You may cancel the contract if an event outside our reasonable control takes place and you no longer wish us to provide the Services. Please see your cancellation rights under clause (4.1). Where you cancel your procedure due to an event outside of our control no cancellation fee (as set out at clause (6.15)) will be applied.

6.9 We reserve the right to allow another Surgeon, recommended by us, to carry out the Procedure should Mr Ntanos be temporarily unavailable due to ill health / incapacity. We (Mr Ntanos) will ensure that the surgeon in question is well experienced and able to perform the procedure according to our usual practice and aesthetics.

The Contract

6.10 These are the Terms and Conditions on which we supply Services to you, and along with the Consultation Letter and Patient Registration Forms, form the contract for Services between you and us. By signing the Patient Registration Forms, you agree to these Terms and the form of the contract.

6.11 This contract is between you and Ntanos I&E Healthserve. No other person shall have any rights to enforce any of its terms.

6.12 These Terms are governed by English law. You and we both agree to submit to the non-exclusive

jurisdiction of the English courts, however, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

6.13 If there is any conflict between these Terms and your Consultation Letter or your Patient Registration Forms, these Terms will take precedence. If there is any conflict or inconsistency between any marketing materials and these Terms, your Consultation Letter and the Patient Registration Forms (which together form the contract between you and us) the terms of that contract will take precedence.

6.14 If you wish to end any Treatment before it is completed, you may do so and your rights to do so are set out in clause (4.1).

6.15 We reserve the right to charge a cancellation fee if you cancel any Treatment with Ntanos I&E Healthserve within seven weeks of your scheduled admission date. If we charge you a cancellation fee, the amount of the fee will be up to 100% of the cost of the Treatment dependent upon the amount of notice given. Please ensure you give us as much notice as possible.

In addition you will still be liable for the costs of any Treatment that you have received up to the point of cancellation and any other reasonable costs that have been incurred.

6.16 If you do not pay for the Services as required, we may not provide any remaining Services to you with immediate effect until you have paid any outstanding amounts.

6.17 We shall make every effort to collect any outstanding invoices that you may owe us. Should any invoices remain outstanding we may refer the debt to our Debt Collection partner CCI Credit Management Ltd for collection and recovery.

International Patients

6.18 By agreeing to these Terms you confirm that you have the necessary documentation to enter the UK and that you meet all relevant immigration criteria. You also confirm that you have made adequate arrangements to pay for your care. Ntanos I&E Healthserve may contact the Home Office or UK Border Agency (as relevant) to the extent necessary to clarify any information regarding your visa to enter or remain in the UK in connection with your treatment.

Information and how to contact us

6.19 We are a company registered in England and Wales. Our company registration number is 13407515 and our registered office is at Normanby Gateway, Lysaghts Way, Scunthorpe, North Lincolnshire, United Kingdom, DN15 9YG.

6.20 If you have any questions or if you have any complaints, or you wish to contact us (for example, to cancel the contract), you can contact Ioannis on topsurgery@ioannisntanos.com

If your query is billing related, please contact the JW Medical team on info@jw-medical.co.uk

7. Definitions

7.1 When we use the words “we”, “our” or “us” in these Terms we mean a member of Ntanos I&E Healthserve.

7.2 When we use the words “writing” or “written” in these Terms, this will include e-mail unless we say otherwise.

7.3 When the following words with capital letters are used these Terms, this is what they mean:

Terms : the terms and conditions set out in this document.

Consultation Letter : the document / email that explains the Services that we will supply to you including details of the care and Treatment which you will receive from us and any appointment or admission dates.

Treatment : the treatment we are providing to you as set out in the Consultation Letter

Services : the services that we are providing to you as set out in the Consultation Letter

Hospital/Clinic : means the Hospital/Clinic where the treatment/service is taking place.

Ntanos I&E Healthserve : The company from which we are providing our services; Ntanos I&E Healthserve Ltd, Director Ioannis Ntanos.

Patient Registration Forms : forms to be completed prior to treatment i.e. New Patient Registration Form, Hospital/Clinic Booking Form etc

Payment Services : a payment service provider is a third-party company that assists businesses to accept a wide range of online payment methods, such as online banking, credit cards, debit cards, e-wallets, cash cards, and more. They ensure customer's transactions make it from point A to point B, safely and securely. We will use various payment services during the collection & billing process.

Due Date : the final date by which an invoice has to be paid.

Pay Now : a link on the invoice which will allow you to make a direct payment. Clicking on the Pay Now button directs the patient to the payment service providers payment portal for quick, easy and secure payment.

UK GDPR: DATA PRIVACY NOTICE FOR CLIENTS/PATIENTS

PRIVACY NOTICE issued by Ntanos I&E Healthserve Ltd

Introduction

Ntanos I&E Healthserve Ltd ("We") are committed to protecting and respecting your privacy.

This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. The rules on processing of personal data are set out in the UK General Data Protection Regulation (the "UK GDPR").

1. Definitions

Data controller - A controller determines the purposes and means of processing personal data.

Data processor - A processor is responsible for processing personal data on behalf of a controller.

Data subject – Natural person.

Data protection legislation – Means the data protection legislation enforce in the UK from time to time and includes the Data Protection 2018 (as amended) and the UK General Data Protection Regulation (UK GDPR).

Categories of data: Personal data and special categories of personal data

Personal data - The UK GDPR applies to 'personal data' meaning any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier (as explained in Article 6 of UK GDPR). For example name, passport number, home address, private email address, mobile/telephone contact number. Online identifiers include IP addresses and cookies.

Special categories personal data - The UK GDPR refers to sensitive personal data as 'special categories of personal data' (as explained in Article 9 of UK GDPR). The special categories specifically include genetic data, and biometric data where processed to uniquely identify an individual. Other examples include racial and ethnic origin, sexual orientation, medical history and health data.

Processing - Means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Third party - Means a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

2. Who are we?

Ntanos I&E Healthserve Ltd is the data controller. This means we decide how your personal data is processed and for what purposes. Our contact details are: topsurgery@ioannisntanos.com

For all data matters contact Ioannis Ntanos on topsurgery@ioannisntanos.com

Information control officer is Mr Ioannis Ntanos

3. The purpose(s) of processing your personal data

We use your personal data for the following purposes:

- a) To enable us to supply professional services to you as our client.
- b) To enable us to carry out quality improvement activities (which may include asking you to voluntarily complete patient surveys) to help us improve our services so that we can make sure we provide you with the best healthcare care and service as our patient.
- c) To enable us to invoice you for our services and investigate / address any fee disputes that may have arisen.
- d) To maintain our own accounts and records.
- e) To contact you about other services we provide which may be of interest to you if you have consented to us doing so.
- f) Seek your thoughts and opinions on the services we provide.
- g) Notify you about any changes to our services.
- h) The processing is necessary for archiving purposes in the public interest, scientific or medical research purposes or statistical purposes.

If any data is to be used for research or scientific purposes this can be done only with explicit consent and it will be fully anonymized. Similar arrangement must be made for the use of any clinical images that are stored in our archive for medico-legal reasons.

- i) To comply with professional obligations to which we are subject as a member, for example those required by the General Medical Council.
- j) To fulfil our obligations under relevant laws in force from time to time.
- k) Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to provide you with the service you require, but we will notify you if this is the case at the time.

4. The categories of personal data concerned

With reference to the categories of personal data described in the definitions section, we process the following categories of your data:

☒ Personal data

- a) personal details (such as name, title, date of birth, sex, gender, marital status, occupation, company);
- b) contact details (such as your address, personal telephone numbers and personal email address);
- c) financial information (such as your bank account details, payment card details and information about your financial circumstances);
- d) information about your chosen next of kin (for the sole purpose of emergency contact details);
- e) information about other healthcare providers (such as your NHS number and GP & practice details)

☒ Special categories of data

- a) information about your racial or ethnic origin;
- b) information about your religious beliefs;
- c) information about your sex life and sexual orientation;

- d) healthcare information, including:
- e) height & weight
- f) any disabilities or special requirements which you may have and known allergies;
- g) medical records relating to your treatment by us;
- h) your medical history including problems, medication, family & social history ; and
- i) records required by care regulators

The above information which we collect about you will be obtained through a variety of sources which include:

- a) from you directly both prior to and during the course of your treatment by us;
- b) from your friends and relatives who provide us with information about you;
- c) from your employer (if they have been involved in directing you to us); and
- d) from other healthcare professionals and officers in the local authority/ social services department.

5. What is our legal basis for processing your personal data?

Our lawful basis for processing your general personal data:

Why we use your information	Our lawful basis for using your information
Provision of care and related services: To provide you with safe, appropriate and personalised care as one of our patients and ensure that we meet your individual requirements.	It is necessary to perform our contract with you. It is necessary to meet legal / regulatory obligations. It is necessary for our legitimate interests (where they are not overridden by your rights). It is necessary for the protection of your vital interests. It is necessary for us to provide you with healthcare*.
Finance: Administering payments for your treatment by us.	It is necessary for our legitimate interests (where they are not overridden by your rights). It is necessary to perform our contract with you.
Admin: Administrative matters which are necessary for the day to day functioning of our organisation. This may occasionally include the prevention, detection and investigation of fraud and corruption.	It is necessary to perform our contract with you. It is necessary to meet legal / regulatory obligations. It is necessary for our legitimate interests (where they are not overridden by your rights).

	<p>It is necessary for us to provide you with healthcare.*</p>
<p>Analysis and monitoring: Analysing the quality of care delivered to our patients as part of our continuing service improvement.</p>	<p>It is necessary to perform our contract with you.</p> <p>It is necessary for our legitimate interests (where they are not overridden by your rights).</p> <p>It is necessary to meet legal / regulatory obligations. It is necessary for us to provide you with healthcare.*</p>
<p>Complaints: Handling any complaints made, concerns raised. These may occasionally be shared with the hospital's medical advisory committee.</p>	<p>It is necessary to perform our contract with you.</p> <p>It is necessary for our legitimate interests (where they are not overridden by your rights).</p> <p>It is necessary to meet legal / regulatory obligations. It is necessary for us to provide you with healthcare.*</p>
<p>Safeguarding and regulation: We use your personal data for the purpose of safeguarding and regulation of healthcare.</p>	<p>It is necessary to perform our contract with you.</p> <p>It is necessary to meet legal / regulatory obligations.</p> <p>It is necessary for our legitimate interests (where they are not overridden by your rights).</p> <p>It is necessary for us to provide you with healthcare.*</p>
<p>Communication: We will need to use your personal information to communicate with you before, during and after your treatment, either directly or via our healthcare partners.</p>	<p>It is necessary to perform our contract with you.</p> <p>It is necessary for our legitimate interests (where they are not overridden by your rights).</p> <p>It is necessary for us to provide you with healthcare.*</p>
<p>Marketing: We will use your personal information to notify you of details of our products and services which we think will be of benefit or interest to you, if you have consented to.</p>	<p>It is necessary for our legitimate interests (where they are not overridden by your rights).</p>

<p>Improving our services: We may ask you to voluntarily complete patient surveys to help us improve the services which we provide to you.</p>	<p>It is necessary for our legitimate interests (where they are not overridden by your rights).</p>
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* This is an additional lawful basis which we need to rely on in order to use special categories of data such as information about your health

More information on lawful processing can be found on the [ICO website](#).

6. Sharing your personal data

Your personal data will be treated as strictly confidential, and will be shared where we have a lawful basis for doing so as follows;

- a) NHS, Healthcare providers and multi-disciplinary teams: Where it is lawful and necessary to do so, we will share information about you with other medical service providers involved directly with your care including laboratory services, imaging centre or specialists to whom you have requested a referral.
- b) Organisations on whose premises we see you for your consultations for the administration of the services we provide to you.
- c) Your Employer: If your employer provides GP Services as an employee benefit for you, we may tell your employer you have attended an appointment. We will not share any personally identifiable data or medical details without your explicit consent to do so.
- d) Regulators / Safeguarding authorities / Commissioners: We also share your personal data with these public bodies where we are required to do so by law.
- e) The Police and other law enforcement agencies: In limited circumstances we may be required to share your personal data with the police if required for the purposes of criminal investigations and law enforcement.
- f) Your Insurer: We may share with your medical insurer information about your treatment, its clinical necessity and its cost, only if they are paying for all or part of your treatment with us.
- g) Billing, bookkeeping and accounting service providers: We may use external billing, bookkeeping & accountancy providers who may have access to your personal data from time to time as is necessary to perform their services.
- h) IT service providers: We may use external IT providers who may have access to your personal data from time to time as is necessary to perform their services.
- i) Attorneys: Where it is lawful to do so, we may share your personal information with any individual who has authority to act on your behalf such as those granted power of attorney.
- j) Next of kin: we may share your personal information with your chosen next of kin (if we are aware of their contact details) in an emergency.

We will only share your personal data with your regular GP and your referee where we have your explicit consent.

7. How long do we keep your personal data?

Any personal data you provide will be held for as long as is necessary having regard to the purpose for which it was collected and in accordance with all applicable data protection laws and/or appropriate guidance. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you. We keep your personal data for no longer than reasonably necessary.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

8. Providing us with your personal data

You are under no statutory or contractual requirement or obligation to provide us with your personal data. But failure to do so will mean we may not be able to provide any services to you.

Even if you withdraw your consent, it may remain lawful for us to process your data on another legal basis (e.g. because we have a legal obligation to continue to process your data)

9. Your rights and your personal data

Unless subject to an exemption under the UK GDPR, you have the following rights with respect to your personal data:

- The right to request a copy of the personal data which we hold about you;
- The right to request that we correct any personal data if it is found to be inaccurate or out of date;
- The right to request your personal data is erased where it is no longer necessary to retain such data;
- The right to withdraw your consent to the processing at any time, where consent was your lawful basis for processing the data;
- The right to request that we provide you with your personal data and where possible, to transmit that data directly to another data controller, (known as the right to data portability), (where applicable i.e. where the processing is based on consent or is necessary for the performance of a contract with the data subject and where the data controller processes the data by automated means);
- The right, where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing;
- The right to object to the processing of personal data, where applicable i.e. where processing is based on legitimate interests (or the performance of a task in the public interest/exercise of official authority); (direct marketing and processing for the purposes of scientific/historical research and statistics).

10. Transfer of Data Abroad and Automated Decision Making

We do not transfer personal data outside of the UK.

We do not use any form of automated decision making in our business.

11. Further processing

If we wish to use your personal data for a new purpose, not covered by this Data Privacy Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions.

12. Changes to our privacy policy

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

13. How to make a complaint

To exercise all relevant rights, queries or complaints please in the first instance contact our Data Protection Officer Ioannis Ntanos on topsurgery@ioannisntanos.com

If this does not resolve your complaint to your satisfaction, you have the right to lodge a complaint with the [Information Commissioners Office](https://ico.org.uk/global/contact-us/email/) on 03031231113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, England.

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