

TERMS & CONDITIONS FOR NAVID JALLALI MD FRCS (PLAST)

These terms and conditions ("Terms and Conditions") apply to the supply of services by the Surgeon (as defined below). In the event of any inconsistency between these Terms and Conditions and other literature provided, these Terms and Conditions shall prevail.

1. DEFINITIONS AND INTERPRETATIONS

The following words and expressions shall have the meanings respectively set against them:

"Complaint Policy"	The policy for dealing with complaints set out at clause 9
"Consultation"	A consultation appointment with the Surgeon in respect of a Procedure
"Consultation Fee"	The fee quoted in respect of a Consultation
"Consent Form"	The form signed by the Patient consenting to the relevant Procedure
"Surgeon"	A medical practitioner registered with a licence to practice Surgery in the United Kingdom by the General Medical Council and is a Fellow of the Royal College of Surgeons, in this case Mr Navid Jallali
"Fee"	The fee charged by the Surgeon for the Procedure
"Hospital"	Means the surgery, clinic, hospital at which the Procedure is carried out or where the Patient attends any appointment with the Surgeon in relation to the Procedure
"Patient"	Any person who has entered or is entering a contract with Mr Jallali
"Procedure"	A medical procedure or treatment to be arranged or provided by Mr Jallali to a Patient
"Third Party Costs"	Any costs or late cancellation fees charged by third parties to Mr Jallali e.g. Hospital or anaesthetist
"Day"	Monday to Friday of any week, other than Bank and public holidays in the UK

2. THE SURGEON'S OBLIGATIONS

In providing a procedure for a Patient, the Surgeon shall:

2.1 Ensure that the Procedure is carried out by Mr Jallali and involves a suitably trained assistant when required.

2.2 Satisfy itself that the Surgeon is insured with an appropriate medical defence or insurance organisation against claims for professional negligence (certificate can be provided on request).

2.3 The Surgeon maintains the necessary qualifications and registrations required for him to continue to practice. The Surgeon is to complete his yearly appraisal and five yearly revalidation as recommended by the General Medical Council (can be requested via the GMC website).

2.4 Provide suitable facilities for the provision of the Procedure and to ensure that the facility is staffed appropriately.

3. THE PATIENT'S OBLIGATIONS

3.1 The Patient shall be responsible for reading all the documents and ensuring that they understand the information provided, prior to consenting to undergo the Procedure.

3.2 It is the Patient's responsibility to ask questions about the Procedure, to ensure that they have a full understanding of the operation, including possible contraindications and risks.

3.3 It is also the Patient's responsibility to disclose to or inform the Surgeon of any allergies, medical conditions or factors which would put the Patient at risk of harm as a result of the Procedure or any medications administered as part of the Procedure.

3.4 The Patient is responsible for complying with all pre and post-operative instructions issued to him/her by the Surgeon.

3.5 The Patient is responsible to attend follow up appointments as advised by the Surgeon.

3.6 The Patient shall also be responsible for ensuring timely payment for the Procedure in accordance with these Terms and Conditions.

4. PAYMENT FOR A PROCEDURE

4.1 The Patient shall pay the Consultation Fee prior to the appointment for a Consultation with the Surgeon.

4.2 A booking for the Procedure will **only** be confirmed upon payment of a deposit of £1,000. The outstanding balance must be paid at least 10 days in advance of the date of the Procedure. Failure to pay the balance of the Fee in full by this date, may result in forfeiture of the appointment, which is at the Mr Jallali's sole discretion. In such event the booking will be deemed to have been cancelled by the Patient and the cancellation charges set out at clause 5.3 shall apply.

4.3 Bank transfer details (BACS transfer) will be provided to pay for the procedure. The Surgeon accepts payment by most major credit cards/debit cards and reserves the right to charge a handling fee. The Surgeon can only accept cash up to the amount of £10,000.

4.4 The Surgeon's policy on refunds, as defined in these Terms and Conditions in Section 5, will apply to all deposits and fees paid.

5. CANCELLATION/POSTPONEMENT BY A PATIENT

5.1 It is the Patient's responsibility to ensure the notice of cancellation or postponement has been received by the Surgeon within the correct timeframe as set out below. The Surgeon incurs obligations and costs from the time of the original booking and the closer to the date of the Procedure, the more difficult it will be to assign the services reserved exclusively for the Patient to another party. It is therefore necessary for the Surgeon to apply the following conditions and refund policies, which will be based upon the date on which we receive the request to cancel or postpone the Procedure.

5.2 Notice of cancellation/postponement of any appointment for a Procedure must be submitted via email to the Surgeon's PA (enquire@navidjallali.com).

5.3 Should the Patient wish to cancel or postpone a Procedure after he/she has paid the deposit and a Procedure booking has been confirmed, the Patient must notify the Surgeon in writing via email (enquire@navidjallali.com);

5.4 The consultation fee is non-refundable and you will not receive this back if you cancel your Procedure.

The following schedule of cancellation/postponement charges apply:

Date of receipt of cancellation notification	Medical Reason	Non-Medical Reason
28 days or more prior to Procedure	No charge	£1000
Less than 27 days prior to Procedure	No charge	£1000 plus theatre costs
Date of receipt of postponement notification	Medical Reason	Non-Medical Reason
28 days or more prior to Procedure	No charge	£1000
Less than 27 days prior to Procedure	No charge	£1000 plus theatre costs

5.4 If the Patient is required to cancel or postpone a Procedure for medical reasons, the Patient must provide a doctor's report, giving a full explanation as to the reason why the Patient must cancel or postpone the operation. The Fee ultimately payable for the Procedure will be based on the Surgeon's fee schedule in force on the new (re-booked) date for the Procedure.

5.5 Should the Patient postpone a Procedure and then subsequently cancel the Procedure, there will be a £1000 fee.

6. CANCELLATION/POSTPONEMENT BY THE SURGEON

6.1 The Surgeon reserves the right to cancel or postpone the Procedure if, in the opinion of the Surgeon, the Patient is unsuitable or is medically unfit or if the Procedure the Patient has requested is deemed inappropriate for the Patient and there is no alternative Procedure plan to achieve the same purpose.

6.2 Where the Patient is deemed unfit for reasons outside of the Patient's control, if the Surgeon consider that a postponement of the Procedure is appropriate, a new date will be offered to the Patient.

6.3 If, in accordance with clauses 6.1 and 6.2, the Surgeon considers that the Procedure should be cancelled, or postponed and the Patient does not wish to accept a new date, all monies paid, including the deposit, will be refunded to the Patient, less any services the Patient may have already received. Such services would include the Surgeon's Consultation Fee, the pre-operative anaesthetic screen, swabs, bloods, and any diagnostic test already undertaken.

6.4 If the Surgeon cancels the procedure because the Patient is not suitably prepared as instructed in writing or verbally prior to the Procedure and/or if the Patient is deemed unfit for the Procedure due to reasons within the Patient's control (including without limitation where the Patient is under the influence of drugs and/or alcohol, or without a chaperone), the cancellation fees at Clause 5.3 shall apply.

6.5 The Surgeon reserves the right to change the date or venue of the Patient's Procedure if that becomes necessary for reasons beyond the Surgeon's control. In such a case, the Surgeon will offer a new date as close to the original date as possible and in any event within 12 months of the original appointment date. If no such alternative date is acceptable to the Patient, the Patient should confirm this to the Surgeon in writing and the Fee (less the cost of any services provided to the Patient prior to the cancellation as outlined in Clause 5.3) will be refunded to the Patient.

7. FURTHER CHARGES

In the event of the Surgeon's deciding, for the Patient's well-being, to request further investigations (for example, blood tests, histology, ECG or x-rays) either pre-operatively or later, the costs of such investigations shall be borne by the Patient.

8. REVISION POLICY

8.1 The Surgeon will strive to provide Patients with the best possible outcome. In rare cases the Patient may consider that the outcome of their Procedure does not meet the expected result. In those situations, considerations will be given to the possibility of improving the result through a further procedure. Further Procedures carried out will only be agreed at no further charge at the discretion of the Surgeon.

8.2 If the Surgeon deems that further surgery is necessary in order to improve the result of the original Procedure which is not, in the opinion of the Surgeon, in line with the expected

result agreed between the Surgeon and Patient, then the revision will be free of charge to the Patient.

8.3 If however, the Surgeon deems that the results of a Procedure are acceptable within the normal limits of surgery, then a charge will be made for further surgery, but such further surgery will only be offered if the Surgeon considers it to be beneficial.

8.4 The revision policy is subject to the following provisions:

a) The Patient must have attended the routine follow-up appointments scheduled with the Surgeon to ascertain the Patient's progress following surgery.

b) Furthermore, the Patient must have expressed his/her dissatisfaction with the outcome within 6 months of the date of the original Procedure.

c) In cases where the results of the Procedure originally provided have, in the opinion of the Surgeon been compromised by lifestyle, illness or the natural ageing process, or by the failure of the Patient to fully adhere to the instructions, recommendations or advice of the Surgeon it is not obliged to provide revisionary surgery at reduced rates.

9. COMPLAINTS

Whilst complaints are very rare, we understand that you may wish to raise concerns about some aspects of your treatment. We can assure you that your concerns will be taken very seriously by Mr Navid Jallali. Our complaints procedure will ensure that your concerns are fully investigated and that you are provided with a full written reply. Your concerns will be dealt with in strictest confidence.

9.1 In the event that you have a complaint regarding any aspect of your treatment or care, we would recommend that you put this in writing and email this to Mr Jallali's PA at the earliest opportunity. Our email address is enquire@navidjallali.com. Please provide us with as much information as possible to allow us to investigate this matter thoroughly.

9.2 You will receive a written acknowledgement of receipt of your complaint within 5 working days and a formal written response and outcome within 20 working days. More complex cases may take more than 20 days.

9.3 if you are not satisfied with the response, we may recommend a second opinion.

9.4 if you still remain dissatisfied you are encouraged to seek legal advice regarding your treatment.

10. CONFIDENTIALITY AND DATA PROTECTION

10.1 The Surgeon will, during the provision of its services, receive personal data relating to you ("Personal Data"). The Surgeon will use Personal Data for the purposes of: providing services; keeping records up to date; efficient management of its practice; and meeting its legal and regulatory requirements. The Surgeon processes data relating to Patients in connection with the Procedure provided in accordance with these Terms and Conditions.

10.2 The Surgeon recognises the importance of respecting the personal privacy of all Patients. The personal data, which may be held on paper or on a computer or other media,

is subject to certain legal safeguards specified in the Data Protection Act 1998 (the “Act”) and other regulations.

10.3 To that extent we are acting as a data processor for you (as defined in the Act), we will only process Personal Data in accordance with your instructions, and we will take appropriate technical and organisational security measures to protect against the unauthorised or unlawful processing, accidental loss of, destruction or damage to such Personal Data. No Personal Data is shared with a third party without your consent.

10.3 The Patient acknowledges that the Surgeon is obtaining this consent for themselves in order that they may comply with the provisions of the Act. Other than these disclosures or as required by a court of competent jurisdiction, the Surgeon will not disclose sensitive personal data to third parties.

11. VARIATION, SEVERABILITY AND WAIVER

11.1 These Terms and Conditions may be varied by us at any time and will give you adequate notice in writing (including by e-mail).

11.2 If and in so far as any part or provision of these Terms is or becomes void or unenforceable, it shall be deemed not to be a part of the Terms and the remaining provisions shall continue in full force and effect.

11.3 The failure of either party to exercise or enforce any right conferred on that party by these Terms shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

12. LAW AND JURISDICTION

12.1 These Terms and Conditions shall be governed by and construed in accordance with English Law.

12.2 The Surgeon and the Patient agree to the exclusive jurisdiction of the English Courts.

12.3 If any court or other competent authority determines that any term (or part term) of these Terms and Conditions is unlawful, invalid, or unenforceable, the term (or part term) shall, to the extent necessary, be severed from these Terms and Conditions so that the Terms and Conditions may continue to the fullest extent permitted by law.

12.4 No persons other than the Surgeon and the Patient shall have any rights under or in connection with these Terms and Conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.