

Terms and Conditions

LAST MODIFIED - 05/05/2024

Please read these Terms and Conditions carefully. They outline the terms under which you will be provided treatment by Vahé Cooper (hereinafter referred to as "the Consultant").

The Consultant may update these Terms from time to time; however, changes will only apply to new episodes of Care or Treatment Packages. You will be asked to agree to any new Terms before they take effect. Updates will not affect ongoing Treatment Packages unless specifically agreed.

Definitions: Words in **bold** have specific meanings, set out in the *Definitions* section at the end of these Terms.

Part A – Insured Patients

1. Payment Responsibilities

1.1. Patient's Duty to Pay

You agree to pay for all consultations, treatments, and related services provided by the Consultant as outlined in your Treatment Plan or as otherwise agreed.

1.2. Payment Process

(a) **Insurance Claims:** The Consultant may assist with your insurance claim if you provide complete and accurate information. If the claim cannot be processed, you must pay directly.

(b) **Direct Payment from Insurer:** If your insurer pays the Consultant directly, agreed rates between the Consultant and insurer will apply.

(c) **Insurer Payment Failure:** If your insurer does not settle invoices within 30 days, the outstanding balance will be invoiced to you or debited as outlined in Paragraph 22.

2. Insurance Coverage Responsibility

It is your responsibility to confirm coverage with your insurer. The Consultant does not confirm insurance eligibility on your behalf.

3. Insurance Care Guidelines

Your insurer's guidelines may differ from the Consultant's recommendations. If coverage is denied, you are responsible for any uncovered costs.

Part B – Self-Pay: Fixed Price

4. Treatment Letter and Fixed Price

The Treatment Letter specifies your Treatment Package, Fixed Price, and payment terms. Ensure you review this carefully.

Vahé Cooper

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5. Inclusions and Exclusions

5.1. **Inclusions:** Your Fixed Price includes:

- Consultant fees for Care.
- Necessary accommodation, nursing, medications, and equipment.
- Post-treatment care, such as follow-ups, as specified in your Treatment Letter.

5.2. **Exclusions:** The Fixed Price does not include:

- Initial consultations.
- Treatments outside the agreed Package or unrelated Care.
- Sundry Items (e.g., medical aids or equipment).

6. Cancellations and Refunds

6.1. **Cancellation by You:** If you cancel, you will pay for Care received up to the cancellation point, but no more than the Fixed Price.

6.2. **Consultant-Initiated Cancellation:** If cancelled for medical reasons, the Consultant will refund payments less costs incurred.

Part C – Self-Pay: Other

7. Charges for Self-Pay Care

If not covered by insurance or Fixed Price agreements, Care is charged at Standard Rates.

8. Payment Schedule

8.1. Outpatient services: Pay before or on the day of your appointment.

8.2. Inpatient services: Pay a deposit 7 days before admission and settle the balance within 7 days after discharge.

Part D – General Terms for All Patient

9. Consultants

9.1. Consultants are independent practitioners and not employees of hospitals or institutions.

9.2. The Consultant will not be liable for any act or omission of other Consultants or the company or partnership that employs or engages the Consultants. The Consultant is responsible for the Care provided to you.

10. Payment Methods

Payment is due before treatment or shortly thereafter. Credit/debit card details provided may be used for outstanding balances with at least 7 days' notice.

11. Cancellations

Cancellations within 7 days of appointments may incur a fee to cover reasonable costs.

Part E – Definitions

- **Care:** All services, treatments, consultations, and activities provided by the Consultant.
 - **Consultant:** Vahé Cooper, the medical practitioner responsible for your Care.
 - **Fixed Price:** A set fee for a specified Treatment Package.
 - **Standard Rates:** The Consultant's standard charges for services not covered by an agreement or Fixed Price.
 - **Sundry Items:** Miscellaneous medical items, devices, or consumables not included in Fixed Price Care.
 - **Treatment Letter:** A document detailing your Treatment Package, Fixed Price, and related terms.
 - **Treatment Plan:** A summary of proposed Care, costs, and timelines provided by the Consultant.
 - **Private Patients:** Patients paying directly for Care without insurance or third-party funding.
 - **Consultation:** A meeting with the Consultant to assess and plan your Care or treatment.
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Part F – Confidentiality and Data Protection

12. Confidentiality

Your personal data and medical records will be handled in accordance with applicable data protection laws and used only for the purposes of providing medical Care. The Consultant is committed to maintaining the confidentiality of your information and will not disclose it to third parties without your consent, except where required by law.

Part G – Governing Law

13. Governing Law

These Terms are governed by the laws of England. Disputes are subject to the jurisdiction of English courts.