



TERMS AND CONDITIONS FOR CONSULTATIONS, TREATMENTS AND NON-SURGICAL PROCEDURES

These Terms and Conditions of Business ("Terms and Conditions") apply to the supply of services by The Levant Clinic Limited (Registration No 13039301) trading as The Levant Clinic ("The Clinic"). In the event of any inconsistency between these Terms and Conditions and the contents of other literature provided by The Clinic to the Patient, these Terms and Conditions shall prevail.

These Terms and Conditions are effective as of 23rd June 2023.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1.** In these Terms and Conditions the following words and expressions shall have the meanings respectively set against them.

"Balance"	That portion of the Fee for a Procedure that remains unpaid after payment of a deposit or partial payment of the fee for the Procedure.
"Clinician"	A Nurse, Surgeon or Doctor (as the case may be).
"Complaints Policy"	The Clinic's complaints policy for patients which can be obtained by looking at our website or by emailing info@thelevantclinic.co.uk .
"Consent Form"	The consent form signed by the Patient signifying his/her consent to a Procedure.
"Consultation"	A consultation with a Surgeon about a Procedure(s) being contemplated by a Patient.
"Consultation Fee"	That part of the Fees referable to the Consultation.
"Fee"	The fee charged by The Clinic for the Procedure.
"Non-Surgical Procedure"	The non-surgical procedure to be arranged by The Clinic for a Patient and performed by a Surgeon.
"Patient"	Any person who is at least 18 years of age (or 16 and 17 years with a GP referral letter) who has entered or is contemplating entering into a contract with The Clinic for a Procedure.
"Surgeon"	A medical practitioner registered to practice in the United Kingdom by the General Medical Council, who is a Fellow of the Royal College of Surgeons (or equivalent non-UK qualification).
"Treatment"	The non-surgical treatment to be arranged by The Clinic for a Patient and performed by a Clinician.
"Weekday hours"	0900-1700 hours, Monday to Friday.



2. THE CLINIC'S OBLIGATIONS

In providing a Consultation, Treatment or Non-Surgical Procedure for a Patient, The Clinic shall:

- 2.1. Ensure that the Consultation, Treatment or Procedure is carried out by an appropriately trained Clinician.
- 2.2. Satisfy itself that the Clinician is insured with the Medical Defence Union, the Medical Protection Society or another appropriate medical defence or insurance organisation, against claims for professional negligence on terms that The Clinic reasonably considers are normal, given prevailing market conditions at the relevant time;
- 2.3. Satisfy itself that the Clinician holds the necessary qualifications and registrations required for them to practice;
- 2.4. Provide or arrange suitable facilities for the provision of the Consultation, Treatment or Procedures;
- 2.5. Provide the Patient with such information as the Patient may reasonably require to enable the Patient to understand the nature of the Consultation, Treatment or Procedure being offered and to decide whether or not to undergo an Consultation, Treatment or Procedure.

3. THE PATIENT'S OBLIGATIONS

- 3.1. The Patient shall be responsible for reading and for making sure that they understand all the literature provided prior to consenting to undergo any Treatment or Procedure, and for complying with all verbal and written instructions concerning the Consultation, Treatment or Procedure supplied by the Clinician and/or The Clinic. This includes pre-care and aftercare.
- 3.2. The Patient shall also be responsible for ensuring timely payment for any Consultation, Treatment or Procedure received or to be received, in accordance with these Terms and Conditions.
- 3.3. It is also the Patient's responsibility to ask any questions that they may have about the Consultation, Treatment or Procedure as to ensure that they have a full understanding of the Consultation, Treatment or Procedure before proceeding.
- 3.4. It is the patient's responsibility to ensure that they provide The Clinic with all relevant medical details prior to each treatment.

4. THE CLINICIAN'S OBLIGATIONS AND THEIR RELATIONSHIP WITH THE CLINIC AND THE PATIENT

- 4.1. Any Clinician to whom The Clinic refers a Patient for a Consultation, Treatment or Procedure has a direct professional relationship exclusively with the Patient and is professionally and legally responsible for and accountable directly to the Patient for all Procedures provided.
- 4.2. The Clinician is also solely responsible for: providing the Patient with detailed clinical information about the Procedure; detailed pre- and post-operative instructions; detailed information about the expected outcome and limits of the Procedure; for advising the Patient about all the risks and possible complications associated with the Procedure; for deciding whether or not the Patient will benefit from and is suitable for the Procedure; and is solely responsible for accepting or rejecting the Patient for a Procedure.



- 4.3. The Clinic cannot accept any responsibility or liability for matters within the scope of the professional and/or legal responsibility of the Clinician.
- 4.4. All Clinician's are independent contractors in private practice and are not employees of The Clinic. The Clinic will not therefore bear any vicarious liability for any of the Clinicians.

5. PAYMENT FOR SELF-PAY CONSULTATIONS

- 5.1. The Patient shall pay the Fee quoted by The Clinic for an Appointment, Treatment or Procedure prior to an appointment being made with a Clinician.
- 5.2. To secure a Consultation at The Clinic a fully refundable Fee is required. This is refunded should the Patient need to cancel or it will be deducted from the Treatment or Procedure cost. Failure to give the full notice as defined in these Terms and Conditions in Section 7, will result in the Consultation Fee being taken by The Clinic.
- 5.3. Surgeon consultations: A fee will be charged for Surgeon consultations, including if the patient is rejected for being unsuitable for treatment.
- 5.4. The Clinic's policy on refunds, as defined in these Terms and Conditions in Section 7, will apply to all fees paid.

6. PAYMENT FOR INSURANCE CONSULTATIONS

- 6.1. If the patient's wishes to pay via their private medical insurance (PMI) company, they must share their both their policy number and valid authorisation code prior to their Consultation or Treatment. If the patient is unable to provide this information prior to the Treatment, the Patient will be required to self-pay on the day of their Consultation and claim back from their PMI company.
- 6.2. PMI company fees may be lower than self-pay fees and The Clinic will not be able to refund the difference, or provide a refund, if an authorisation code is provided after the procedure.
- 6.3. PMI Company Authorisation codes are related to one specific condition or treatment. Any additional conditions require additional Consultations, with either a new authorisation code or self-payment, if not covered by the Patient's insurance.
- 6.4. If a Patient's insurance company declines to pay for a procedure or test in part or in full, the Patient is liable to pay the Fee shortfall or the full Fee amount.

7. CANCELLATION, POSTPONEMENT AND REFUNDS

- 7.1. **Notice of cancellation or postponement:** All cancellations and postponements must be communicated in writing. Verbal cancellations or postponements are not accepted. Cancellations and postponements can be made via email to - info@thelevantclinic.co.uk. It is the Patient's responsibility to ensure the notice of cancellation or postponement has been received by The Clinic. The Clinic incurs obligations and costs from the time of the original booking and the closer to the date of the Consultation, Treatment or Procedure, the more difficult it will be to assign the services reserved exclusively for the Patient to another party.
- 7.2. **Medical reasons to cancel or postpone:** If the Patient is required to cancel or postpone a Consultation, Treatment or Procedure for medical reasons, with less than 48 weekday



hours' notice, the Patient must provide a doctor's report, giving a full explanation as to the reason why the Patient must cancel or postpone the Consultation, Treatment or Procedure.

- 7.3. Failure to follow advice:** Prior to their Consultation the patient will be informed of any preparation required in advance of the Consultation, Treatment or Procedure. Failure to follow the guidelines may result in cancellation of the Consultation, Treatment or Procedure, reduced Consultation time or additional fees being charged.
- 7.4.** It is therefore necessary for The Clinic to apply cancellation or postponement conditions and refund policies, which will be based upon the date on which The Clinic receives the written request to cancel or postpone the Consultation, Treatment or Procedure.
- 7.5.** If a postponement is subsequently cancelled, the original postponement will be treated as a cancellation.
- 7.6.** Expenses: No expenses will be reimbursed by The Clinic in the event of a cancellation by either The Clinic, the Patient or the Practitioner.
- 7.7.** Products: Are non-refundable.

Refund Policy: Surgeon Consultation:

- 7.8.** Surgeon Consultation Fees paid are fully refundable provided written notice of cancellation or postponement is received by The Clinic at least 48 weekday hours prior to the scheduled date of the Consultation.
- 7.9.** If notice of cancellation or postponement of the Consultation is received less than 48 weekday hours prior to the scheduled date of the Consultation, there will be no refund of the Fee unless The clinic has been successful in filling the consultation time with another patient or the Patient is required to cancel the Consultation for medical reasons.
- 7.10.** Suitability for treatment: The Surgeon will always assess whether treatment is suitable for the Patient or likely to be successful prior to any treatment being carried out. If not the Surgeon will inform the Patient as to the reasons why and the Patient will only be liable for the costs of the initial Consultation, where applicable.
- 7.11.** Should a Patient wish to cancel or postpone a booked Consultation, the following schedule of charges will apply:

Surgeon Consultation Fees	
Cancellation notice given	Refund
48 or more weekday hours prior to the Consultation	Full refund of the Consultation Fee paid.
Less than 48 weekday hours prior to the Consultation	No refund of the Consultation Fee unless The Clinic has been successful in filling the Consultation time with another patient or the Patient is required to cancel or postpone the Consultation for medical reasons, subject to section 7.2.



Refund Policy: Treatment or Non-Surgical Procedure:

- 7.12.** A Patient has a 14 day cooling off period after the Surgeon Consultation, in which they may cancel their Procedure with fees refunded, subject to a deduction of the surgeon Consultation and £150 if any pre-operative tests have taken place.
- 7.13.** If notice of cancellation or postponement of the Treatment or Non-surgical Procedure is received after the cooling off period but less than 48 weekday hours prior to the scheduled date of the Treatment or Non-surgical Procedure, there will be no refund of the Fee unless The Clinic has been successful in filling the treatment time with another patient or the Patient is required to cancel the Consultation for medical reasons.
- 7.14.** If notice of cancellation or postponement of the Treatment or Non-surgical Procedure is received after the cooling off period but more than 48 weekday hours prior to the scheduled date of the Treatment or Non-surgical Procedure, the Fees will be refunded, subject to a deduction of the Surgeon Consultation Fee and £150 if any pre-operative tests have taken place.
- 7.15.** Should a Patient wish to cancel or postpone a booked Treatment or non-surgical Procedure, the following schedule of charges will apply:

Cancellation or postponement of the Treatment or non-surgical Procedure	
Cancellation notice given	Refund
48 or more weekday hours prior to the Treatment or Procedure	Full refund of the Fee paid, less the Consultation Fee , and £150 if any pre-operative tests have taken place.
Less than 48 weekday hours prior to the Treatment or Procedure	No refund of the Fee unless The Clinic has been successful in filling the Treatment or Procedure time with another patient or the Patient is required to cancel or postpone their Treatment or Procedure for medical reasons, subject to section 7.2.

Refunds of courses of treatment:

- 7.16.** Where a fee is refundable for a course of treatment, the refund will be calculated on the basis that all received treatments will be charged at the individual treatment price.

8. ATTENDANCE

- 8.1. Late Consultations:** If a patient is late for a Consultation, The Clinic will do its best to fit the Patient into a revised schedule, however this cannot be guaranteed due to the impact on other patients. If the Consultation does not go ahead due to a patient arrival, this is treated as a cancellation.



- 8.2. Non-attendance of Consultations:** If the Patient does not attend a booked Consultation, and does not give written notice of cancellation or postponement at least 48 weekday hours prior to the Consultation, the Consultation will be deemed as being fulfilled and no refund or rescheduling will be authorised.

9. COMPLAINTS

- 9.1.** The Clinic endeavours to treat all its patients with integrity, respect, courtesy, fairness and impartiality.
- 9.2.** In the event that a Patient is dissatisfied with any aspect of the service provided, the Patient should contact The Clinic as soon as possible. If we are unable to resolve the complaint to the reasonable satisfaction of the Patient, The Clinic's Complaints Policy shall apply.
- 9.3.** The Clinic's complaints policy for patients can be obtained by looking at our website or by emailing info@thelevantclinic.co.uk.

10. LIABILITY

- 10.1** Neither The Clinic or the Surgeon will be liable in contract, tort or otherwise for any economic loss (including, without limitation, loss of profit), or for any other special, indirect or consequential loss or damage arising out of, or in connection with, its provision of any goods and/or services to the Patient.
- 10.2** Neither The Clinic or Surgeon will be liable for any damage that occurs as a result of the Patient's failure to disclose any material details, medical or otherwise.
- 10.3** Neither The Clinic or Surgeon will be liable for any damage that occurs as a result of the Patient's failure to comply with instructions and/or recommendations given to them by, or on behalf of, The Clinic or Surgeon regarding the care of a treated area.
- 10.4** Nothing in these terms of business shall exclude or limit The Clinic or Surgeon's liability for death or any personal injury resulting from their negligence.

11. CONFIDENTIALITY AND DATA PROTECTION

- 11.1.** The Clinic processes data relating to Patients in connection with the Consultation, Treatment or Procedure provided to those Patients in accordance with The Clinic's Privacy Policy.
- 11.2.** The Clinic wishes to disclose Patient data to Clinicians in the course of the Procedure and the Patient's consent to such disclosure is considered essential to the Procedure.
- 11.3.** The Patient is deemed to consent to the disclosure of sensitive personal data by The Clinic to Clinicians for the purposes of discussing the Patient's Consultation, Treatment or Procedure.
- 11.4.** The Patient acknowledges that The Clinic is obtaining this consent for themselves in order that they may comply with the provisions of the Data Protection Act 2018 and other regulations.
- 11.5.** Other than these disclosures, or as required by law, The Clinic will not disclose Patients' sensitive personal data to third parties.



12. FORCE MAJEURE

- 12.1** The Clinic is not liable for any failure to perform any obligation under any Agreement which is due to an event beyond our control including but not limited to any Act of God, infectious disease pandemic, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen.

13. VARIATION, SEVERABILITY AND WAIVER

- 13.1** These Terms and Conditions may be varied by The Clinic at any time and will give the Patient adequate notice in writing (including by e-mail).
- 13.2** If and in so far as any part or provision of these Terms and Conditions are or become void or unenforceable, it shall be deemed not to be a part of the Terms and Conditions and the remaining provisions shall continue in full force and effect.
- 13.3** The failure of either party to exercise or enforce any right conferred on that party by these Terms and Conditions 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.

14. LAW AND JURISDICTION

- 14.1** The services provided by The Clinic and by Clinicians shall be governed by the laws of England and Wales, whose courts shall have exclusive jurisdiction.
- 14.2** There can be no variation or exceptions to these Terms and Conditions unless agreed in writing and countersigned by the Director of The Clinic.
- 14.3** 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.
- 14.4** No persons other than The Clinic, 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.