

TERMS & CONDITIONS

The Terms and Conditions of this Patient Contract apply to all services and treatments carried out by The Hospital Medical Group Ltd. These Terms and Conditions take precedence over the contents of any literature or written material provided by THMG to the Patient where such contents conflict with these Terms & Conditions.

1. DEFINITIONS

- 1.1. "THMG" or "The Company" means The Hospital Medical Group Ltd trading as The Hospital Group
- 1.2. "Patient Information" refers to the information supplied by THMG to its patients both in brochure and letter form
- 1.3. "Treatment" refers to the cosmetic dentistry treatment to be carried out by a Dentist engaged under a contract of services by THMG
- 1.4. "Dentist" means a specialist qualified Cosmetic Dental Surgeon registered with an appropriate body (i.e. General Dental Council, British Dental Association)
- 1.5. "Patient" means any person who has entered into a contract for a cosmetic dentistry treatment
- 1.6. "Cost" is the total Treatment Plan price as detailed on the quotation overleaf
- 1.7. "Treatment Plan" includes the items detailed on the Personal Quotation overleaf
- 1.8. "Initial Consultation" is a pre operative meeting between Patient and THMG's representative; either Patient Care Coordinator or Dentist
- 1.9. "Dental Consultation" is the point at which the Dentist meets the Patient to assess suitability for the Treatment

2. OBLIGATIONS AND WARRANTIES

- 2.1. Dentists are registered with the General Dental Council and are obliged to maintain full Private Practice Medical Indemnity Insurance with the Medical Defence Union, the Medical Protection Society or other appropriate insurers
- 2.2. All Dentists are self-employed and make their own clinical decisions at all times. The patient warrants that having read and understood these Terms and Conditions that no cause of action in negligence will accrue against THMG for any treatment carried out by the Dentist. The patient further warrants that he or she has read and understood the Patient Information and fully understands the range of possible outcomes of the proposed treatment
- 2.3. THMG will provide Cosmetic Dentistry Treatment as outlined on the Treatment Plan overleaf

3. PATIENT'S OBLIGATIONS

- 3.1 This contract is conditional upon the Dentist's acceptance of the Patient based upon information given by the Patient during Consultation(s) and in the Pre-Treatment Medical Notes. The decision to carry out treatment shall be at the discretion of the Dentist and THMG
- 3.2 Treatment will only be given where full payment has been received prior to preparation work or treatment
- 3.3 The Patient acknowledges that the Patient Care Coordinator is not a Dentist. Any advice that the Care Co-ordinator may give is purely of a general non-medical nature. If the Patient has any medical queries then this should be raised at the Dental Consultation
- 3.4 The Patient agrees to provide the Dentist and clinical staff with a health history that is honest, accurate, reliable and complete. The Patient understands that withholding any medical information could be detrimental to his or her health and safety and may result in cancellation of the treatment with no refund. The Patient agrees that if any change occurs in his or her medical history or status to inform THMG without delay and to keep THMG informed
- 3.5 The Patient acknowledges that Treatment Plans may be subject to unforeseen change once work has commenced e.g. further tests or further treatment. This will be at additional charge
- 3.6 On occasion, patients may require additional treatment which must be undertaken outside of THMG
- 3.7 We reserve the right to charge if you fail to attend an appointment
- 3.8 The minimum age for any consultation or treatment is 18 years of age

4. GENERAL OBLIGATIONS

- 4.1 THMG reserve the right to alter the Patient's treatment date and/or appointments although such changes will be avoided wherever possible. The Patient agrees that no consequential loss will be payable for the such cancellation on any treatment/ appointment
- 4.2 The Patient agrees that in signing this set of Terms and Conditions he/she has understood the terms and has been given an opportunity to seek explanation. The Pre-Treatment Medical Notes are designed to ensure that you and your Dentist are fully agreed as to the Treatment Plan and that you understand all the potential risks and benefits - you must also sign this form before treatment commences.
- 4.3 The patient accepts that THMG 's liability for breach of contract is limited to the treatment cost
- 4.4 The Patient will be required to sign a Consent Form prior to treatment
- 4.5 In the interest of patient safety and welfare, we reserve the right to cancel, refuse or postpone your treatment

5. CANCELLATIONS

- 5.1 We recommend that you consider all aspects of your treatment for at least 7 days after your Dental Consultation. For up to 7 days following your Dental Consultation, should you wish to cancel your treatment, the deposit and any monies paid for your treatment plan are fully refundable (less any irrecoverable costs already incurred by the Company), with the proviso that the Company has been notified by recorded or guaranteed post to The Hospital Group Cosmetic Dentistry, Dolan Park, Stoney Lane, Bromsgrove, Worcs, B60 1LY
- 5.2 Cancellations for medical reasons –
 - Cancellations necessary due to previously unknown medical conditions will be rescheduled where possible. If after reasonable consideration the indicated medical condition prevents rescheduling of the treatment, then refund of the monies paid in line with section 5.1 of this contract
 - Cancellations due to pre existing medical conditions which were known by the Patient but undisclosed prior to booking the Treatment will be refunded in line with section 5.1 of this contract
 - If the treatment is abandoned once started due to unforeseen medical conditions, THMG will retain sufficient monies to cover the costs incurred by the Company as reasonably deemed fit and in accordance with the conditions detailed at 3.1 and 4.4

6. COMPLAINTS

- 6.1 The complaints procedure is available on request from our Patient Care Coordinators. If you have a complaint regarding any aspect of your treatment, we recommend that you discuss this with your Patient Care Coordinator in the first instance
- 6.2 For up to 12 months after your treatment, if, you and your Dentist agree that further treatment is necessary to assist you in achieving the result anticipated, THMG will consider making a contribution to the costs. If, however, your Dentist decides that the results of the treatment are acceptable within the normal limits, then further treatment would incur the full fee. THMG will assess separately the circumstances of each patient in determining the basis on which further treatment may be provided. THMG will make the ultimate decision and the Company's decision is final
- 6.3 If the Patient fails to follow advice and guidance given (both pre and post-treatment) or where the results of the treatment originally provided have been affected by changes in lifestyle, illness or the natural ageing process, THMG cannot commit to providing continuing treatment at special rates

7. CONFIDENTIALITY

- 7.1 THMG and the Patient agrees that all matters relating to the Patient's treatment will be kept confidential, save where THMG is required to disclose such material to relevant members of medical staff at THMG and/or relevant government authorities be they regulatory or otherwise
- 7.2 The Patient confirms his or her consent to the disclosure of personal information by THMG to Dentists, Doctors and Nurses and other medical staff for the purpose of discussing Patient's treatment
- 7.3 If required, your Patient Care Coordinator will provide you with the policy on access to medical records
- 7.4 Photographs will be taken before, during and after your treatment for documentation purposes. They will remain part of your medical file. We are not able to supply copies

8. JURISDICTION

- 8.1 The laws of England and Wales shall apply to this contract and the Courts of England and Wales shall have exclusive jurisdiction
- 8.2 THMG reserve the right to change these terms and conditions at any time. The latest Terms & Conditions are available on request from our Patient Care Coordinators.