Special personal note: Please read carefully:

I am aware that the relationship between a patient and a health care professional is founded in trust and mutual respect. This relates not only to on-going clinical care and outcomes but also to the financial aspects of dental treatment. Advanced dental treatment of the type I provide with my team can require considerable investment since it is inherently costly to provide to the standards that I insist upon and would be expected by my peers at the level at which I work. I am fully aware that considerable financial outlay may be involved for any given treatment (by both parties!). It is in the interest of my patients that any appropriate treatment required is carried out to as high a standard as can be achieved in a timely fashion. I therefore keep my fees as competitive as circumstances allow and offer payment plans for extensive courses of treatment. It is in the interest of my patients, my practice, my team and my own reputation that you should be delighted with your treatment and care at my practice. I undertake to treat you with every good will and to the best possible standard set by my profession and my personal ethos. Nevertheless, it has become necessary for me to include the following clauses to clarify clinically and financially what each party may reasonably expect of the other for a given course of treatment. Terms and conditions may be revised over time but the following will apply to your course of treatment and are valid for this correspondence only. I apologise for the necessity of having to include the following terms and conditions at all in this correspondence.

Dr Koray Feran BDS MSc FDSRCS – Clinical Director
The London Centre for Implant and Aesthetic Dentistry Ltd (LCIAD Ltd Company No. 6639132 Reg. 07/07/2008)

Terms and Conditions *(2011a)*. A copy of these terms and conditions is available on my website www.lciad.co.uk

1. Please read these terms and conditions in conjunction with the accompanying treatment plan and estimate correspondence dated 30 December 2010. Each treatment plan is individually custom written. All information pertinent to your case is included in the accompanying correspondence and refers to the discussions at the consultation appointment(s).
2. Estimates are valid for 3 calendar months from the date of the treatment plan and estimate correspondence. Where this 3-month period overlaps a date of fee increase, I will honour the original estimate if treatment commences and is paid in advance for before expiry of that estimate. Fee increases normally come into effect each February 1st.
3. All written estimates fully settled in advance of treatment commencing are subject to a 7.5% discount.
4. In the event that the treatment has been paid for in advance but the treatment cannot be completed by either party any credit remaining shall be refunded within 1 calendar month of notice. No interest will be payable on this sum by either party.
5. Appointments not kept or cancelled without full notice are chargeable at our discretion up to my current hourly rate of £480 per hour (£320 per hour for Associates). For cancellation of appointments up to 2 hours we require 48 hours' notice, 2-3.5 hour (full session) appointments require 72 hours and 3.5 hour (full session) to full day appointments require 5 full days' notice. No charge will be made for time that can be filled by re-arranging other patients. No fees will normally be incurred for genuine illness for the first appointment missed in any calendar year but I reserve the right to request a medical report for proof and charge for lost time if no medical report can be provided or if there are 2 or more cancellations or non-attendances due to illness in any given calendar year. Where ¼ or more of the appointment time has been lost due to lateness, I reserve the right to re-schedule appointments and charge in full for the appointment time. This is to have to avoid rushing work and the knock-on effect throughout the day on other scheduled appointments. I reserve the right to request full payment of fees in advance at my discretion prior to further treatment, or temporarily or permanently withdraw treatment privileges at my discretion without further obligation if there are 3 or more late cancellations or late attendances for any course of treatment.
6. Due to the complexity of some courses of treatment, I may not be able to give an accurate estimate of fees at the start of treatment until I carry out some investigative procedures first. I will then need to stage such estimates. I will inform you as soon as possible if the treatment costs are likely to exceed or fall below the estimate(s).
7. Please note that the estimates are just that and not definitive quotes. Payments of fees towards treatment must follow those indicated on your Treatment Plan and Estimate Summary consent form and are based on treatment proceeding to the prescribed timescale. Additional fees may be incurred if you delay treatment beyond the recommended timescale and further time or expense is incurred in completing the case due to delay. The appropriate party will complete balancing payments within 14 days after the end of the relevant phase of treatment.
8. My technicians and I guarantee our work against ***technical*** failure for 5 years from the day of final fitting in accordance with the table below. "Technical failure" will be diagnosed by me in conjunction with the dental technician responsible for any laboratory work fitted. It will cover the following: breakage of definitive restorations, (not core fillings destined for crowning), fitted laboratory work (apart from gold framework acrylic implant bridges which will require servicing as teeth wear), complete failure of bone grafts or implants ***in non-smokers only*** as stated by you on your medical history questionnaire and failure of root canal treatment by persistent infection but not including breakage or root fracture under a subsequent crown or due to a delay in crowning when recommended. The guarantee does ***not*** include failure due to normal wear and tear, where a guarantee has specifically not been given in the treatment planning letter, where there has been a lack of proper cleaning and home care or lapse in recommended examination and hygienist programme visits, breakage due to trauma, inappropriate use or deliberate damage, delay in the provision of definitive protective restorations beyond a period of 2 months, new decay, gum recession exposing edges of crowns or implants, periodontal (gum) infection or sudden tooth or root fracture under an intact restoration. It will also not cover subjective aesthetic "failure" or subjective unacceptability from the viewpoint of the patient or their partner / spouse if work is technically correct and the patient has accepted cementation at the time of the fit appointment. Any areas of dispute may be referred for independent arbitration with my defence society (Medical Protection Society, 33 Cavendish Square, London W1G 0PS, United Kingdom 020 7399 1300 http://www.medicalprotection.org/uk). The guarantees are conditional on you receiving at least 2 examinations with me per calendar year and at least 4x45 minute hygienist visits (or as prescribed) per calendar year. Allowances will be made for exceptional circumstances at my discretion.

Failure < 1 year	Work will be repaired or replaced free of charge, or fee paid for failed work will be deducted from further work whichever is applicable. ***Refunds***

	will not be made.
Failure 1-2 years	Work will be repaired or replaced at **20%** of current cost, or **80%** of fee paid for failed work will be deducted from further work whichever is applicable. *Refunds will not be made.*
Failure 2-3 years	Work will be repaired or replaced at **40%** of current cost, or **60%** of fee paid for failed work will be deducted from further work whichever is applicable. *Refunds will not be made.*
Failure 3-4 years	Work will be repaired or replaced at **60%** of current cost, or **40%** of fee paid for failed work will be deducted from further work whichever is applicable. *Refunds will not be made.*
Failure 4-5 years	Work will be repaired or replaced at **80%** of current cost, or **20%** of fee paid for failed work will be deducted from further work whichever is applicable. *Refunds will not be made.*
Failure > 5 years	Full fee applicable or deduction in current fee will be applied at my discretion

9. All original material dental records, laboratory work, photographs, video or patient data recorded on any medium remain my property and may be used anonymously and within the constraints of the current Data Protection Act 1998 (ICO Registration Number: Z1948341 – LCIAD Ltd.) for professional teaching or promotional materials including national and international teaching and lecturing, publishing, brochures and websites unless you inform me otherwise in writing or on your initial patient questionnaire. Copies of records may be provided free or for a nominal administrative or laboratory fee where applicable if the patient requires duplicates. I will loan laboratory models to another dental professional for opinion if required but they remain my property and I reserve the right to request their return at my discretion.
10. You are responsible for the timely settlement of fees incurred after consent or implied consent to treatment. The Treatment Plan and Estimate Summary and preferred payment method response page enclosed must be completed, signed and returned in all cases to minimise risks of any misunderstanding. Attendance for a scheduled treatment visit following receipt of this correspondence implies consent to commencing treatment and settling associated fees for time or treatment if no other communication is received either verbally or in writing or e-mail from you. I reserve the right to charge for time, materials and laboratory work ordered for treatment that the patient has initially agreed to undergo either verbally or in writing but which he or she subsequently postpones for more than 2 calendar months or cancels altogether for the foreseeable future.
11. You are responsible for settlement of all fees within 14 days from the day of invoice (unless otherwise agreed in writing or via an approved payment plan) even if a third party is paying for your treatment. This is stated on your invoice. I may issue invoices in advance of treatment especially where a third party is responsible for accounts and / or extensive material or laboratory costs are associated and these must be settled in full prior to commencement of work. I reserve the right to postpone further on-going treatment if due invoices are not settled by due dates and can take no responsibility for any disruption to treatment or further costs that are incurred in the event this decision is made. In the event that settlement of fees is not possible due to a change in personal circumstances, please write to me or e-mail me as soon as possible on "koray@lciad.co.uk" and in any event within 14 days of the date of invoice so that we can make suitable arrangements. It is not possible to extend credit beyond that stated in the treatment planning and estimate letter unless there are exceptional circumstances.
12. Any cheques returned unpaid by the bank are subject to a £75 administrative fee which will be invoiced as a separate item.
13. The balance of fees not paid and cleared in full by one calendar month from the day of invoice will be subject to a 2.0% per calendar month interest surcharge on the following working day. Please settle early if you will be unavailable during this time. This fee is applied monthly to the balance of the account until the account is settled and cleared in full.
14. We will send a final request to you at your last known address after the second month from date of invoice with notice of impending transfer to a debt collection agency should the account remain unpaid. You should submit any correspondence regarding any valid reasons for non-payment of fees before this date.
15. We will send account balances not settled within three calendar months from the date of invoice, without further notice, to a debt collection agency of our choice. *A 20% surcharge is applied automatically to the account balance when the account is transferred to the collection agency.* We will not enter into any direct correspondence regarding fee settlement after referring the account to the collection agency. You should submit any further correspondence regarding this matter directly to the collection agency. I reserve the right to withdraw services until due invoices are settled.
16. We will send a monthly statement to your last known address. Should your address change during treatment, or if you will be away from your address for an extended period, it is your responsibility to inform us in writing or by e-mail to prevent costs incurred by delayed payment due to lost, misdirected or late receipt of invoices. Further fees may be applicable at our discretion (to a value of no greater than 10% of the final balance of the account) if we need to spend extensive administrative time dealing with your account.
17. All above-mentioned fees are cumulative. The monthly 2.0% administrative fee will continue to be applied to the final balance of the account *even after referral to a debt collection agency* until the account is settled in full.
18. My practice has a policy of pursuing all unpaid accounts through appropriate legal channels in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. This will include all costs incurred in the pursuit and recovery of due fees.
19. In the rare event that I have to cancel or postpone an appointment for any reason, if am running late due to an unexpectedly long treatment duration with a previous patient or more frequent visits are required for your treatment than initially predicted, I would not be liable for any loss incurred by you directly or indirectly. However, I do appreciate that your time and diary are at least as important as my own and undertake to minimise inconvenience as far as possible.
20. Agreeing verbally, booking a treatment appointment and / or completing and signing the enclosed Treatment Plan and Estimate Summary to commence the treatment outlined in the accompanying treatment plan implies that you have read, understood, accept and agree to abide by the above terms and conditions as they apply to your course of treatment and that all of your questions regarding the proposed treatment have been answered to your satisfaction. Please ensure that the Treatment Plan and Estimate Summary and payment method response form attached to the treatment planning correspondence is completed, signed and returned in the reply paid envelope enclosed with this correspondence in all cases prior to treatment commencing.