

Personal note from the Clinical Director of LCIAD: Please read carefully:

The relationship between a patient and a health care professional is founded in trust and mutual respect. This relates to on-going clinical care and outcomes over the years and to the financial aspects of dental treatment. Advanced, long term documented dental treatment and genuine care of the standard provided at LCIAD can require considerable investment in time and resources. It is inherently costly to provide to the standards that we insist upon, in the environment in which it is provided. Significant time and financial investment may be involved for any given treatment by both parties. It is in the long-term interest of our patients that any appropriate advice and treatment required is provided to as high a standard as can be achieved in a timely fashion. We therefore allocate sufficient time both during and outside practice hours to provide careful and patient-centred advice and treatment and keep our fees as reasonable as circumstances allow. We appreciate that comprehensive dental care can be a substantial investment and offer payment plans for extensive courses of treatment. It is in the interest of our patients, the reputation of LCIAD and all who work here that you are delighted with your treatment and care at this practice and the long-term tangible value provided by our attention to detail and quality. We undertake to treat you with every good will and to the best possible standards set by our profession and my personal ethos as Clinical Director of LCIAD. Nevertheless, based on our experiences, it is necessary for LCIAD Ltd to include and periodically update the following clauses in our correspondence. This is to clarify clinically and financially what each party may reasonably expect of the other for a given course of treatment and to ensure the maintenance of a safe, efficient, well managed and professional practice working environment with clear policies. LCIAD's Terms and conditions carefully.

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

Terms and Conditions (2024a) A copy is available on our website www.lciad.co.uk/terms-and-conditions/

These Terms and Conditions relate to all patients attending The London Centre for Implant and Aesthetic Dentistry (LCIAD) Limited at 28 Wimpole Street, London W1G 8GW for dental care and all patients attending LCIAD Face for Facial Aesthetics where indicated. LCIAD Face is the Facial Aesthetics centre at LCIAD Ltd and operates as part of LCIAD Ltd. The term LCIAD in this document implies LCIAD Ltd and LCIAD Face.

General policy, consultations, reports and medicolegal obligations

- Types of report at LCIAD to which these terms and conditions relate: These Terms and Conditions should be read in conjunction with the accompanying Preliminary (PDR), Full (FDR) Updated (UDR), Interim (IDR) Dental Report, Hygienist & Therapist (HTR) Report, or Facial Aesthetics Report (FAR), Treatment Plan and Estimate correspondence as applicable.
- 2. Medical History questionnaire: IMPORTANT: All patients attending LCIAD will be required to fully complete or update a confidential and comprehensive Medical History Questionnaire (MHQ) online prior to attending their initial consultation and each appointment thereafter. New patients will also be asked to complete a Dental Questionnaire (DQ) before their first attendance. Parents or guardians should complete the MHQ and DQ for minors under the age of 18. Those attending only for Facial Aesthetics at LCIAD Face will be asked to complete a confidential and comprehensive Medical History Questionnaire Face (MHQF). This questionnaire must be updated at each visit to ensure that we always have your most up-to-date details. All patients attending for facial aesthetics care for their first consultation will also be asked to complete a Facial Aesthetics Questionnaire (FAesQ). A permanent link will be sent to your e-mail when you first complete one of these forms, which you should retain for future editing. Your medical condition may adversely affect, or be affected by, dental treatment and facial aesthetics treatments, and it is important that these questionnaires are completed in full and received 72 hours prior to your initial consultation and the medical history questionnaires re-updated via the links 48 hours before any subsequent appointments. This allows the clinician looking after you to study and document your history and individual concerns and requirements in advance of your consultation or future appointments to plan your care at LCIAD. These questionnaires are an indispensable part of your patient record, our comprehensive care protocols and medico-legal obligations to you. We reserve the right to postpone your consultation appointment with loss of your deposit or we may require additional consultation time at additional cost to you if these completed questionnaires are not received in time.
- 3. New patient consultation Dental: All patients attending LCIAD for a New Patient Dental Consultation will undergo a full, systematic and comprehensive dental examination including necessary radiographs, clinical photographs and occasionally video, even if they have their own dental surgeon. This is the comprehensive care policy of LCIAD Ltd where we are obliged to report on every aspect of our patients' clinical condition. It ensures that no aspect of our patients' dental or medical conditions that may have a bearing on the success of treatment or future health are missed, even if seemingly unrelated to their current condition. Patients may indicate on their MDQ how they consent to images being used in line with current GDPR regulations. All New Patient Consultations are payable in full in advance when the appointment is booked. The current fee for this is £400. Secondary consultations with another clinician for existing patients at LCIAD are chargeable at £340.
- 4. New patient consultation Facial Aesthetics: All patients attending LCIAD Face for a facial aesthetics consultation will undergo a full and comprehensive facial aesthetics examination including necessary photographs and occasionally video. The patient may indicate on their MHQF how you consent to these images being used in line with current GDPR regulations. Facial Aesthetics consultations are chargeable at £250.
- 5. Emergencies: New patients attending as an emergency will have their emergency treatment prioritised and be encouraged to also undergo a full New Patient Consultation at the same time wherever possible. This is because other factors in a patient's dental condition may have a bearing on how their emergency is addressed. Such emergency appointments will be payable at normal hourly rate in advance of the appointment as indicated under item 12 below. No guarantees are applicable to emergency work and no responsibility is accepted for any condition not covered by the emergency appointment. Patients will be encouraged to return for a New Patient Consultation if there is inadequate time to carry this out during the emergency appointment. Any additional costs incurred as part of an emergency appointment (e.g., the urgent manufacture of a provisional bridge incurring laboratory fees where a tooth is being lost) are payable in full on the day of the emergency based on verbal consent only. An additional callout fee commensurate with travel time may be applied at our discretion outside normal practice hours, on weekends or public holidays for existing patients of LCIAD. Clinicians at LCIAD are under no obligation to see or advise patients with emergencies that are not registered patients of LCIAD outside surgery hours and can accept no responsibility for any consequences arising as a result. LCIAD recognises an emergency as being one or more of the following: persistent severe pain unresponsive to painkillers, persistent bleeding, infection or swelling especially if accompanied by an elevated temperature or breathing or swallowing difficulty or obstruction, dental trauma or accident and breakage or loss of a front tooth. Emergency treatment may be provided only to resolve the current emergency outside normal working hours and is at the discretion of the clinician. It may not be possible to provide emergency cover



in the absence of nursing or chaperone support outside working hours or when the practice is closed over the Christmas and New Year period when no clinical or support staff are available.

- 6. Facial aesthetics patients only: Patients attending only for facial aesthetics consultations and treatments at LCIAD Face as part of LCIAD Ltd will be required to indicate on their <u>Facial Aesthetics Questionnaire (FAesQ)</u> that they have an existing dental surgeon responsible for their dental care and do not wish for LCIAD to carry out a dental examination or take responsibility for their dental care. There is no obligation for patients attending LCIAD Face to be patients of the dental care side of LCIAD Ltd. However, this also means that we are unable to look after or take responsibility for their dental care needs unless they specifically request to discuss options for their dental care at LCIAD on the FAesQ or later in writing. If rectification of dental work is integral to the patient's treatment requirements for Facial Aesthetics, then a New Patient Dental Consultation as indicated under item 4 above, will normally be recommended, but without obligation.
- Reports after consultation: After the New Patient Consultation, we will normally send a Preliminary Dental Report (PDR) or Facial Aesthetics Report (FAR) with a summary of our significant findings and recommendations and a phased estimate range outlining the likely recommended scope of treatment. The cost of this basic Preliminary Dental Report is included in your consultation fee and is sent digitally via Adobe Sign for you to securely complete, sign and return to indicate how you wish to proceed. This form should be completed, signed and returned even if no treatment is to be carried out at LCIAD. If the consultation reveals advanced or complex dental problems or a full medicolegal report is required, for all but the most straightforward of treatment plans, it is normally advisable to provide the patient with a Full Dental Report (FDR) of their current condition. This will incur an additional cost. The FDR includes a more detailed documentation of their current condition with a tooth-by-tooth report, annotated clinical photographs and x-rays, detailed treatment options, a detailed treatment plan with viable treatment alternatives, a likely treatment schedule and phased estimate. The patient's signed consent to the proposed plan for their care via Adobe Sign will be required prior to any non-emergency treatment commencing. Each FDR is custom written for each patient outside clinical practice hours and can take 4-6 hours to complete. The Full Dental Report is chargeable separately based on time taken to prepare at a professional rate of £220 per hour and is payable in advance based on the estimate in the Preliminary Dental Report (PDR). FDR reports requested at the initial consultation in place of the Preliminary Dental Report (PDR) are payable at a reduced flat rate of £440. All information pertinent to the patient's case will be included in the Full Dental Report (FDR) correspondence and refers to the discussions and findings at the consultation appointment(s) and any subsequent additional investigations. The patient should question any aspect of the plan that is unclear to them in writing and receive a satisfactory written explanation. It is also possible to arrange a complimentary 30-minute Zoom meeting to discuss the plan which will be recorded and kept as part of the patient's clinical record. It is the patient's responsibility to ensure they understand what is being proposed prior to commencement of treatment or at any stage during treatment and to request further information in writing if anything is unclear. LCIAD is not obliged to commence treatment and accepts patients for treatment solely at the discretion of the clinician(s) and Clinical Director.

Financial aspects and fee structure

- 8. Estimates: All estimates are custom-written based on each individual patient's requirements and are calculated from detailed planning of each case from all the information gathered. We do not have a simple "fee per item" scale of fees and estimates are worked out based on the individual customised treatment steps for every patient individually. Estimates are valid for 3 calendar months from the date of this correspondence. All fees are payable in advance in phases outlined in the Treatment Plan and Estimate Summary Finance Options Form which include our bank details for BACS payments. Fees for regular examinations, hygienist appointments and emergency appointments are also payable in advance when the appointment is booked.
- 9. **Time limit for estimates:** Where this 3-month period overlaps a date of fee revision at the practice, we will honour the original estimate if treatment commences and proceeds within 2 months of the prescribed timescale and the estimate for each phase or the whole treatment plan estimate is paid in full in advance.
- 10. Advance payment discounts: All written estimates paid in full in advance of treatment commencing are subject to a 7.5% discount on treatment plans of £10,000 and above only. No discount is applicable on courses of treatment paid for by third-party finance or paid in phases. Any positive or negative balancing payments at the end of treatment will similarly have this discount applied.
- 11. **Credit remaining for discontinued treatment:** If the treatment has been paid for in advance but the treatment cannot be completed or is discontinued with written notice by either party, any credit remaining shall be refunded within 3 calendar months of such notice being given in writing. This period is to ensure that any additional emergency or remedial work that may be required by the patient in this period is covered if a plan is discontinued. Any discount previously applied for a greater sum will be recalculated based on treatment already invoiced. No interest will be payable on this refunded sum.

Cancellation Policy

- 12. Appointment bookings and late cancellations: All appointments booked in our diary will be booked with agreement by the patient, their designated representative (e.g. personal assistant, secretary or guardian), either in person, by telephone or by e-mail. LCIAD will not book an appointment without the patient's or their designated representative's agreement and without notifying the patient or their designated representative in writing by email or within their written report. Thus, an appointment that is in LCIAD's diary that has been booked will be regarded as a valid appointment and subject to these terms and conditions. Whilst we will normally send appointment reminders, non-receipt of these reminders will not mean that an appointment has been cancelled. The appointment will be considered as valid if it is not cancelled by the patient in writing by e-mail or by telephone. Telephone logs of all calls to and from the practice are kept by the practice. If we need to cancel your appointment you will be informed by e-mail with the reason for cancellation as well as by telephone where appropriate. Appointments not kept or cancelled by the patient or a valid representative without the notice period outlined in the table below are chargeable at our discretion up to the current full hourly cancellation rate as below:
 - Dental surgeon
 Facial Aesthetics LCIAD Face
 Hygienist / Therapist services
 £880 per hour
 £560 per hour
 £200 per hour

Please note that this is a cancellation fee and should not be used to calculate treatment fees which are estimated in your report and estimate. This fee does not cover third party cancellation fees that may be charged by anaesthetists or laboratory technicians which would be payable separately where applicable.

13. Cancellation notice: The hourly fees at LCIAD are set and periodically revised as necessary based on detailed annual time and cost calculations and to ensure coverage of treatment cost and practice overheads. The current updated fee guide may be found on the LCIAD website. However, the fees estimated in the Treatment Plan and Estimate Summary - Finance Options Form are those that apply to each course of treatment and are based on how treatment is planned for each specific case rather than being based on



a set of items. For cancellation of appointments without charge LCIAD requires the following cancellation notices to avoid late cancellation or non-attendance charges:

Appointments up to 2 hours			2 full working days	Full working days mean 9.00 am until 5.00pm Monday to
Appointments 2-3.5 hours			3 full working days	Friday where the practice is open. (Please note LCIAD is
Appointments over 3.5 hours			5 full working days	closed between Christmas Eve and New Year's Day
Block-booked	series	of	Each separate appointment will be	inclusive so any cancellations for early January
appointments			subject to the terms above based	appointments should be made before Christmas with the
			on time of cancellation	appropriate notice.)

No late cancellation charge will be made for time that can be filled by re-appointing other patients so the more notice the patient is able to give, the less likely we are to have to invoice for a late cancellation. No fees will be incurred for genuine illness for the first appointment of up to 2 hours missed in any calendar year. We reserve the right to charge for lost time if an appointment of more than 2 hours is cancelled at short notice due to ill health or there are 2 or more cancellations or non-attendances due to illness in any 12-month period at our discretion.

- 14. Late attendance: Where a quarter or more of the appointment time has been lost due to lateness of attendance, we reserve the right to re-schedule appointments and charge up to the full hourly clinician rate for the appointment time lost at our discretion. This is to avoid having to rush work and the knock-on effect throughout the day on other scheduled appointments.
- 15. Erratic or unreliable attendance: In the event of erratic or unreliable attendance or if there are 3 or more late cancellations or late-/ non-attendances in any 12-month period we reserve the right to request full payment of all fees for the entire course of treatment in advance at our discretion prior to scheduling further appointments. We reserve the right to withdraw services temporarily or permanently at the discretion of the clinician(s) in charge of the patient's care and the Clinical Director without further obligation or acceptance of responsibility for direct or indirect consequences of postponing or discontinuing treatment. Late cancellations and late-/non-attendances will be invoiced against advance payments and an updated statement sent to you by e-mail when a charge has been made. No discount is applicable for late cancellation or non-attendance appointments even if treatment fees have been paid in advance. Subsequent payments towards continuing treatment will need to be made in full in advance of each phase if your credit balance is reduced through fees charged for non-attendance or late cancellation.

Estimates and guarantees.

- 16. Staged estimates: Due to the complexity of some courses of treatment, it may not be possible to give an accurate estimate of fees at the start of treatment until some investigative procedures are carried out first and the response to initial treatment evaluated. Such estimates will then necessarily need to be staged or phased. The potient will be informed in writing as soon as possible if the treatment costs are likely to exceed the estimate(s) by more than 10%. An estimate of further investigations required will be made in the Preliminary Dental Report or Full Dental Report as appropriate for new patients, or on Updated Dental Reports for existing patients starting a new course of treatment.
- 17. Estimates are not definitive quotes: Estimate ranges given on Preliminary Dental Reports may be subject to written confirmation with a Full Dental Report, treatment plan and estimate for which a separate fee is payable. Please note that our estimates are not definitive quotes and may vary up or down during a course of treatment. You will be informed of these changes in writing if the changes are greater than 10% of the total fee payable. A balancing payment figure and invoice will be sent to you in writing before the next phase of treatment. Payments of fees towards treatment must follow the treatment phases indicated on the Treatment Plan and Estimate Summary Finance Options Form and are based on treatment proceeding to the prescribed timescale. We may complete treatment for a lower fee than initially predicted. Additional fees are likely to be incurred if you delay treatment beyond the recommended timescale or further time or expense is incurred in completing your case due to delay or if your case proves to require significantly more time or expense to complete than first predicted. If further fees are incurred, then balancing payments will be requested within 14 days after the end of the relevant phase of treatment. This is for completed treatments and not for discontinued treatments covered under item 11 above.
- 18. Guarantees what is and is not included: LCIAD and the dental technicians with whom we work offer a voluntary guarantee on our work against technical failure for 5 years. This guarantee commences from the End of Treatment Review Appointment, which is a vital, but complimentary final appointment at the end of a course of treatment. The End of Treatment Review Appointment must be no more than 10 days of final fitting to ensure that all aspects of the work have had time to settle and have been adjusted to the satisfaction of the clinician when the patient is not under the influence of local anaesthetic or sedation. Guarantees will not commence until signed off at the End of Treatment Review Appointment. "Technical failure" will be diagnosed and photographically documented by the dental surgeon and the information shared with the dental technician responsible for any laboratory work fitted. It will cover the following:
 - Significant breakage of definitive restorations, (but not core restorations prescribed for overlaying or crowning).
 - Significant breakage of definitively fitted or cemented laboratory work (apart from the acrylic or composite resin veneering on metal framework implant bridges or attachment or retention components in removable dentures which will require periodic servicing as teeth or attachment or retention elements wear).
 - Breakage of implantable medical devices such as dental implants or manufactured components.

The guarantee does not cover:

- Minor wear, chipping or cracking of laboratory work from normal usage where the core material or tooth has not been visibly
 exposed and where functionality and aesthetics has not been significantly affected.
- Temporary emergency care items such as temporary fillings, temporary repair of breakages or treatment to alleviate an
 emergency or recementation or repair of previous work not carried out at LCIAD.
- Integrity of provisional restorations if definitive replacement is delayed by more than 1 calendar month beyond that advised or planned.
- Where a guarantee has not been given in the treatment planning letter for a specific reason or for a specific item or items of treatment. The reasons for this will be given in the dental report.
- Where there has been a lack of proper cleaning and home care, lapse in attending recommended examination and hygienist
 programme appointments, breakage due to frauma, inappropriate use or suspected deliberate damage, delay in the provision
 of definitive protective restorations beyond a period of 1 calendar month from when recommended, new decay, gum recession
 due to natural changes exposing edges of crowns or implants, periodontal (gum) infection or sudden tooth or root fracture
 under an intact restoration.
- Subjective unacceptability from the viewpoint of the patient or third party including their partner or spouse if work is technically correct, and the patient has accepted cementation or fitting at the time of the fit appointment.



- 19. **Biological failures:** Many biological failures are beyond the control of the dental surgeon and can be related to the medical and genetic profile of individual patients, for example those patients susceptible to destructive gum disease. However, LCIAD also covers the following biological failures on the condition that any medical tests required to diagnose the causes of possible failure are carried out when recommended:
 - Complete failure of bone grafts or soft tissue grafts or dental implants in non-smokers, patients not taking bisphosphonate or other bone metabolism-influencing medication and not having any disease process influencing bone or soft tissue healing including but not limited to diabetes types I and II, high LDL cholesterol and low vitamin D levels. We may require patients to have blood tests via their GP or The Doctors Laboratory in Wimpole Street if we suspect a systemic medical cause to any failures. These costs would not normally be covered by LCIAD. We may request appropriate blood tests prior to any elective treatment if you have a history of biologic failure of previous treatments.
 - Failure of root canal treatment by persistent infection but not including breakage or root fracture under a crown or due to a
 delay in protective crowning or onlaying for protection when recommended.

Work is guaranteed as follows on the condition that the treatment deemed to have failed can be seen and documented at LCIAD:

Failure < 1 year	Work will be repaired or replaced free of charge, or fee paid for failed work will be deducted from		
	future 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 future 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 future 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 future 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 future work whichever is applicable. Refunds will not be made.		
Failure > 5 years	Full fee applicable or reduction in current fee will be applied at the discretion of the Clinical Director.		

- 20. **LCIAD Face maintenance plans:** All patients attending LCIAD Face for a course of treatment will receive a customised maintenance plan to maintain the result where treatment has a finite expectation of effective duration. This is normally payable in advance at the end of treatment and scheduled in accordance with the advice of your clinician. This does not cover additional treatments which would be estimated for separately upon request.
- 21. Interpretation of Terms and Conditions: Final interpretation of these terms and conditions rests with the Clinical Director of LCIAD. Any areas of dispute may be referred for independent arbitration with the professional indemnity society of the clinician concerned. Details of the clinician's professional indemnity society can be requested from the Practice Manager Zoe Harmer.
- 22. Condition of guarantees: The guarantees set by LCIAD are conditional on completion documentation at your end of treatment review final appointment where baseline records will be taken and your clinician will sign off on your healthy dental status to their satisfaction. They are also dependent on your attending at least 1 clinical dental examination at LCIAD Ltd per calendar year and at least 4 hygienist visits per calendar year or as specifically recommended to you in your correspondence or by your dental surgeon's or hygienist/therapist's advice during review or examination appointments which will be documented in your records. LCIAD Ltd is not responsible for the quality of dental and hygiene services provided by other practices and any clinical consequences arising as a result of third party services. Inadequate or infrequent hygienist care or regular examinations may negate your guarantee. Our recommendation is that yearly examination and hygiene services are provided at LCIAD in addition to any regular dental care from your own dental surgeon and/ or hygienist and documented at LCIAD to maintain this guarantee unless alternative hygienist services can demonstrate documented care to the same standard. Your End of Treatment Review discharge letter will outline the recommendations for ongoing hygiene care if you attend hygiene visits at another practice. This would include regular recordings of plaque, bleeding, pocketing and recession scores and additional photographs and radiographs as appropriate and as prescribed by LCIAD. Allowances may be made for exceptional circumstances at our discretion. LCIAD guarantees will no longer apply after the patient has left LCIAD and transferred to another practice or clinician from their date of notification of moving from 6 months after completion of their LCIAD patient Notes Transfer Request Form.

Clinical records and consent

- 23. Original materials and records ownership: All original material and digital dental records, laboratory work, photographs, video and patient data recorded on any medium remain the property of LCIAD Ltd and may be used anonymously and within the constraints of the current General Data Protection Regulation (GDPR) from 25th May 2018 (ICO Registration Number: 21948341 LCIAD Ltd.) for including but not restricted to professional national and international teaching, lecturing, mentoring, publishing, brochures, social media posts, promotional materials and websites unless the patient informs us otherwise in writing or indicates the level of acceptable usage on their initial Medical and Dental Questionnaire (MDQ).
- 24. **Transfer or copies of clinical notes:** Photographs and video are taken routinely as part of clinical records, and it is not acceptable for us to work without this documentation. Copies of all photographs and X-rays and CT scan screenshots are included as part of the PDR or FDR and estimate. Digital copies of all clinical notes and data that we hold for a patient can be requested from us in writing using our <u>LCIAD Patient Notes Transfer Request Form</u> and will be forwarded to the e-mail address(es) requested on the form by a We Transfer secure link for download within 2 working weeks of request. This completed form will be requested in all cases for regulatory and GDPR purposes and LCIAD reserves the right not to release clinical records until this form has been completed and submitted online by the patient or guardian requesting the transfer.
- 25. Consent to treatment: The Treatment Plan and Estimate Summary Finance Options Form and Patient Consent and Declaration Form included in the report must be completed and digitally signed and returned using Adobe Sign in all cases to minimise risks of any misunderstanding prior to treatment commencing. This includes cases where patients may elect not to undergo any treatment at all whereupon they should indicate their intention not to undergo treatment. We would be grateful for any feedback on the declaration form to help us understand why so that we are able to understand how we might provide you with the best solution for your case. Agreeing verbally, booking a treatment appointment and / or completing and signing the enclosed Treatment Plan and Estimate Summary Finance Options Form and Patient Consent and Declaration Form in the accompanying treatment plan implies that you have read, understood, accept and agree to abide by these terms and conditions as they apply to this course of treatment and that all your questions regarding the proposed treatment have been answered to your satisfaction in writing.
- 26. Implied consent to treatment: If the patient does not digitally sign and return their Treatment Plan and Estimate Summary Finance Options Form and Patient Consent and Declaration Form but has a scheduled appointment that they have booked in anticipation of



proceeding with treatment, attendance for this scheduled appointment following receipt of this correspondence and payment in advance for the next phase of treatment implies consent to commencing treatment as proposed and to settling associated fees as per these terms and conditions if no other communication is received in writing or by e-mail from the patient prior to the treatment appointment. LCIAD Ltd reserves the right to postpone treatment without obligation or liability where clear signed consent or payment has not been received prior to any elective treatment appointment being booked, without liability for the consequences of any delay or disruption to the patient's schedule or clinical condition. It is not acceptable for LCIAD to commence or continue with non-emergency treatment without clear and continuing consent from the patient or advance payment to cover the costs of each appointment or treatment items. A completed and signed Patient Consent and Declaration form is therefore required in all cases for the avoidance of doubt and for LCIAD to comply with current consent legislation.

27. Withdrawal of consent: The patient may withdraw consent for further treatment at any time by writing to info@lciad.co.uk (or where the patient does not have e-mail, by regular post for the attention of the Patient Co-ordinator, 28 Wimpole Street, London, W1G 8GW), indicating their wish to decline further treatment with their reasons for withdrawing consent and indicating that they are aware of the risks of discontinuing recommended treatment. However, LCIAD will then cease to be liable for any adverse events, either immediate or longer term, that may take place because of stopping the recommended treatment or maintenance appointments from the date of consent withdrawal. This request will be copied to your clinical record at the practice.

Payments, discounts and late payment penalties

- 28. **Fees payable for planned treatment**: The patient is responsible for the timely settlement of fees incurred after consent or implied consent to treatment even if a third party is responsible for payments. LCIAD Ltd reserves the right to charge in full for time, materials, and third-party expenses including laboratory work or components allocated or ordered for treatment that the patient has initially agreed to undergo either verbally or in writing but which they subsequently postpone or cancel for the foreseeable future.
- 29. **Invoicing and phased payments:** Invoices for professional services are routinely sent in advance as outlined by the phases of treatment in your report. Full payment for each phase of treatment will be requested and invoiced in advance of each phase. No discount is applicable for advance payment of a single or several (but not all) phases. A 7.5% advance payment discount is applicable if the full estimate (all phases) is paid in full in advance and the value of the estimate is £10,000 or greater.
- 30. **Timing and clearance of payments:** The patient is responsible for settlement of all additional fees in full within 14 days from the day of invoice (unless otherwise agreed in writing or via an approved payment plan). Where treatment fees are to be settled by a third party or finance arrangement, fees will be requested in advance of treatment proceeding and must be cleared in our account prior to appointments being scheduled and confirmed. If treatment is commenced and the decision is then made afterwards by the patient to obtain finance from a third party for the remainder of treatment, we reserve the right to delay scheduling of future appointments until finance has been agreed and funds cleared into our account. Any outstanding fees already incurred are payable as per these terms and conditions.
- 31. Postponement of treatment: We 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, inconvenience or further costs that are incurred in the event this decision is made. We are sympathetic to changes in personal circumstances that may preclude further treatment or cause difficulties in making payments and will work with you to find a satisfactory solution. In the event that settlement of fees is not possible due to a change in personal circumstances, please write to info@cicad.co.uk as soon as possible explaining your circumstances and in any event no later than 2 working weeks after the date of invoice so that we can make suitable arrangements for stabilisation and maintenance of your condition and reduce the risk of further deterioration. It is not possible to extend credit beyond that stated in the treatment planning and estimate letter unless there are exceptional circumstances and LCIAD is made aware of them as soon as possible.
- 32. AmEx and personal cheques: We regret that we do not accept American Express card payments or personal cheques for payment towards treatment. However, we will accept bankers' drafts (bankers' cheques) which must clear in full at least two working weeks prior to treatment commencing.
- 33. Interest payable on outstanding balances: Any outstanding balance of fees not paid and cleared in full by one calendar month from the day of invoice after work is completed without arrangement will be subject to a 3.5% per calendar month interest surcharge on the following working day, compounding monthly. Please settle early if you will be unavailable after this deadline. This fee is applied monthly to the balance of the account on the next calendar working day after the invoice date until the account is settled and cleared in full. A reminder and updated statement will be sent each month to your last known e-mail or contact address by first class post if you do not have e-mail. If you feel you have a valid reason for non-settlement of fees, then this should be communicated in writing as soon as possible and in any case within one calendar month from the date of invoice before interest is applied.
- 34. **Final notice:** We will send a final request to you at your last known e-mail or contact 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 valid reasons for non-payment of fees well before this date in writing by post or by e-mail to info@lciad.co.uk and request acknowledgement of receipt.
- 35. **Debt collection:** Account balances not settled within three calendar months from the date of invoice will be forwarded to a registered debt collection agency of our choice or HM Courts and Tribunals Service (HMCTS) Money Claim Online without further notice. A 20% surcharge will be applied automatically to the account balance when the account is transferred to the collection agency or HMCTS Money Claim. We will not enter into any direct correspondence regarding fee settlement after referring the account unless you confirm full payment of the full outstanding account including costs to the practice by e-mail and funds are received into our account whereupon we will confirm receipt and cancel the debt collection process. You should submit any further correspondence regarding this matter directly to the collection agency involved. We reserve the right to withdraw all services including emergency care until due invoices are settled without responsibility for any consequences of delayed treatment.
- 36. Statements and admin fees: We will send a monthly statement to your last known e-mail address (or postal address if you do not have e-mail). Should your e-mail or home address or contact numbers change during treatment, or if you will be away from your address or e-mail for an extended period, it is your responsibility to inform us via your updated MHQ / MHQF online or by e-mail at info@lciad.co.uk (or in writing by normal post to, LCIAD Ltd, 28 Wimpole Street, London W1G 8GW) to prevent costs incurred by delayed payment due to lost, misdirected or late receipt of invoices. Further fees may be applied at our discretion (to a value of no greater than 10% of the final balance of the account) if extensive administrative time is spent dealing with recovery of monies owed on your account.
- 37. **Compounding interest:** All above-mentioned fees are cumulative. The monthly 3.5% administrative fee will continue to be applied to the final balance of the account even after referral to a debt collection agency or HMCTS until the account is settled in full.
- 38. **Pursuit of unpaid fees:** LCIAD Ltd has a policy of pursuing all unpaid accounts through appropriate legal channels including all time and legal costs incurred in the pursuit and recovery of due fees. Please note that this may greatly increase the total fees payable



- over and above the outstanding invoice amount. If you are genuinely unable to pay due to a change in circumstances, we will be sympathetic so please do let us know in writing a timely fashion so that we may make mutually acceptable arrangements.
- 39. Appointment cancellation by LCIAD: In the rare event that an LCIAD clinician must cancel or postpone an appointment for any reason such as illness, equipment breakdown or unavailability beyond their control, if they are 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, LCIAD would not be liable for any loss incurred by you directly or indirectly. However, at LCIAD we do appreciate that your time and diary are at least as important as our own and undertake to minimise inconvenience as far as possible by good planning.
- 40. General: The above terms and conditions are set by LCIAD Ltd and apply to treatment carried out at or under the care of LCIAD Ltd and LCIAD Face at 28 Wimpole Street, London W1G 8GW. Default late payment penalties as set out in the Late Payment of Commercial Debts (Interest) Act 1998 F15A as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 (amended 16th March 2013) do not apply. LCIAD Ltd is authorised and regulated by the Financial Conduct Authority (<u>Financial Services Register Licence Number 678597</u>).

For any questions or comments regarding these terms or practice policy please contact the LCIAD Practice Manager, <u>Zoe Harmer</u>, or the Clinical Director <u>Dr Koray Feran</u>.