

AGREEMENT
FOR SURGICAL SERVICES
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Please read the following important terms and conditions before you commit to agreeing to the supply of services in the form of a surgical procedure and check that they contain everything which you want and nothing that you are not willing to agree to.

This contract sets out:

- your legal rights and responsibilities;
- my legal rights and responsibilities; and
- certain key information required by law.

This contract is used for when you and I enter a contract at any Pall Mall Medical site hereinafter referred to as the "Hospital".

In this contract:

- 'I', 'my' 'me' or 'mine' means Mr. Ashley Topps MBBS MA MS FRCS PGCert; and
- 'You' or 'your' means the patient considering or entering into a contract for surgery with Mr. Ashley Topps.

If you don't understand any of this contract and want to talk to me about it, please speak with me or contact me by:

- Email: info@artbreast.co.uk

or

- Telephone/Whatsapp: 07368830199

Who am I?

I am a Consultant Breast and Oncoplastic Surgeon and am on the General Medical Council Specialist Register (GMC reference no: 6129924) with a licence to practice. For more details of about this click here <https://www.gmc-uk.org/registration-and-licensing/the-medical-register>

My professional memberships are:

The Royal College of Surgeons of England

Association of Breast Surgery

The Independent Doctors Federation

My address is Pall Mall Medical and Cosmetics, 1 Belvedere Road, Newton-Le-Willows WA22 0JJ

I am Insured with private practice medical indemnity insurance

Introduction

- 1.1 If you agree to proceed with surgery then you agree to be legally bound by this contract.
- 1.2 When you agree to proceed with the surgery you also agree to be legally bound by:
 - 1.2.1 the terms and conditions contained herein;
 - 1.2.2 extra terms which may be added to this contract as may be set out in any Quotation provided to you; and
 - 1.2.3 the completed Consultation Document(s) provided following the Consultation and the Consent Forms that you will be asked to complete prior to and/or on the day of Surgery; and
 - 1.2.4 the responsibilities, requirements and all other terms as set out in the Information Sheet

All of the above documents form part of this contract as though set out in full here.

2 Information I give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that I must give you certain key information before a legally binding contract between you and I is made (see the summary box below). I will give you this information in a clear and understandable way. Typically, I will do this at the time of our Consultation before you buy the services from me and will be confirmed in the Information Sheet and Quotation. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on my complaint handling policy (see clause 10).

Information I will give you

I will give you information on:

the main characteristics of the surgical services that you want to buy

who I am, where I am based and how you can contact me

the total price of the services including any taxes

the arrangements for payment, carrying out of the services, and the time by which I will carry out the services

my dispute and complaint handling policy

my post procedure services

the protection plan provided by the implant manufacturer (if relevant)

- 2.2 The key information I give you by law forms part of this contract (as though it is set out in full here).

2.3 If I do have to change any key information once a legally binding contract between you and me is made, I can only do this if you agree to it.

3 Your privacy and personal information

3.1 My **Privacy Policy** is available at artbreast.co.uk

3.2 Your privacy and personal information are important to me. Any personal information that you provide to me will be dealt with in line with my Privacy Policy, which explains what personal information I collect from you, how and why I collect, store, use and share such information, your rights in relation to your personal information and how to contact me and supervisory authorities if you have a query or complaint about the use of your personal information.

4 Ordering services from me

4.1 Below, I set out how a legally binding contract between you and me is made.

4.2 Any quotation given by me before you make an order for services is not a binding offer by me to supply such services.

4.3 When you decide to place an order for services with me (i.e. proceed with surgery), this is when you offer to buy such services from me.

4.4 When you confirm you wish to proceed with surgery, I will acknowledge it by email. This acknowledgement does not, however, mean that your decision to proceed with the surgery has been accepted.

4.5 I may contact you to say that I do not accept your request to proceed. If I do this, I will try to tell you promptly why I do not accept your request. This is typically for the following reasons:

4.5.1 I cannot carry out the services (this may be because, for example, I am unable to provide the hospital services at the requested time or further investigation has resulted in such procedure being unsafe or not in your best interests.);

4.5.2 I cannot authorise your payment;

4.5.3 I am not allowed to provide the services to you (for example, due to guidance issued as a result of a pandemic); or

4.5.4 there has been a mistake on the pricing or description of the services.

4.6 I will only accept your request to proceed when I confirm this to you with a **Confirmation Email**. At this point:

4.6.1 a legally binding contract will be in place between you and me; and

4.6.2 I will start to prepare to carry out the services in the way you and I have agreed.

4.7 If you are under the age of 18 you may not buy any services from me.

5 Carrying out of the services

- 5.1 I must carry out the services by the time or within the period which you and I agree (in writing). If you and I have agreed no time or period, this will be within a reasonable time.
- 5.2 My carrying out of the services might be affected by events beyond my reasonable control. If so, there might be a delay before I can reconfirm when the services will take place, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but I will try to restart the services as soon as those events have been fixed. Examples of events which might be beyond my reasonable control include:
- 5.2.1 you make changes to the services you have requested (and this means I have to do extra work or wait for alternative or extra medical devices);
- 5.2.2 I have to wait for other providers to provide the required medical devices or to complete their work before I am able to carry out the services;
- 5.2.3 the required medical devices are not delivered at the time agreed with the supplier (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge);

6 Charges and payment

- 6.1 I will let you know the basis of calculating the charges for the services and related devices (and any extra charges) to the fullest extent I can after you have attended a consultation with me and then as I have set out in a Quotation to you.
- 6.2 I charge for my services on a quotation basis (i.e. I promise to carry out the services at a fixed price).
- 6.3 I accept credit and debit cards through Paypal. You will be emailed an invoice with a link to pay when you have confirmed that you wish to proceed with surgery and I have offered a mutually agreeable date.
- 6.4 I accept bank transfers. Details for this can be found on your quotation. You will be asked to make the transfer when you have confirmed that you wish to proceed with surgery and I have offered a mutually agreeable date,
- 6.5 0% finance is available through Chrysalix. You will be asked to apply for this when you have confirmed that you wish to proceed with surgery.
- 6.6 All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 6.7 The price of the services:
- 6.7.1 is in pounds sterling (£)(GBP);
- 6.7.2 includes any VAT at the applicable rate;
- 6.7.3 does not include the cost of items or investigations as stipulated in the "Payment" section of the information sheet

7 Faulty services

7.1 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

7.2 For more detailed information on your rights and what you should expect from me, please:

7.2.1 speak with me at our Consultation meeting, refer to my Information Sheet and note paragraph 10 below;

7.2.2 visit my webpage;

7.2.3 contact me using the contact details at the top of this page

8 End of the contract

If this contract is ended it will not affect my right to receive any money which you owe to me under this contract.

9 Limit on my responsibility to you

9.1 Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, I am not legally responsible for any:

9.1.1 losses that:

- (a) were not foreseeable to you and me when the contract was formed; or
- (b) that were not caused by any breach on my part;

9.1.2 business losses; and

9.1.3 losses to non-consumers.

10 Disputes and Complaints

10.1 I will try to resolve any disputes or complaints with you quickly and efficiently.

10.2 If you are unhappy with:

10.2.1 the services;

10.2.2 my service to you generally; or

10.2.3 any other matter,

please contact me as soon as possible.

10.3 If you and I cannot resolve a dispute or complaint using our internal complaint handling procedure, I will:

10.3.1 let you know that I cannot settle the dispute or complaint with you, and

10.3.2 give you certain information required by law about my alternative dispute resolution provider which is run by The Independent Doctors Federation (<https://idf.uk.net>)

10.4 If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.

10.5 The laws of England and Wales will apply to this contract.

11 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.