

ACCEPTANCE OF TERMS

This Agreement describes the terms and conditions applicable to the services provided on <u>www.noscalpelvasectomy.co.uk</u> and by Al-Ausi Medical Services Limited. The services offered to you are conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below. Al-Ausi Medical Services Limited reserves the right to change these terms and conditions of use in the future without further notice.

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context clearly indicates otherwise, the following expressions and words have the meanings assigned to them:

- 1.1. "Agreement" means this Agreement.
- 1.2. "Terms and Conditions" means these Terms and Conditions.
- 1.3. "We" and "Us" means Al-Ausi Medical Services Limited whose registered office is One St Peter's Square, Manchester, M2 3DE.
- 1.4. "PA" means the Personal Assistant whom you may be in contact during your booking of the Procedure.
- 1.5. "Surgeon" means the surgeon whom you have chosen to perform your surgery and provide you with aftercare.
- 1.6. "Treatment" means pre-operative consultation, surgery, post-operative consultation and post-operative tests provided to you by us.
- 1.7. "Procedure" means the medical treatments and surgery as agreed with the Surgeon.
- 1.8. "Consultation" means online or telephone or face-to-face communication before your Procedure with the Surgeon.
- 1.9. "Schedule of Costs" means a list setting out the fees payable by you in connection with this Agreement, and a list setting out the amounts refundable to you should specific conditions be appropriate.

2. TREATMENT

The following services are included in your Treatment:

- 2.1. Telephone consultation with the Surgeon.
- 2.2. Face-to-face consultation with the Surgeon immediately prior to the Procedure.
- 2.3. The Procedure
- 2.4. Face-to-face consultation with the Surgeon immediately after the Procedure.
- 2.5. One (1) post operative semen analysis test after the Procedure.

The following services are NOT included in your Treatment.

- 2.6. Pre-operative tests to determine your suitability for your chosen surgery. Any tests considered necessary during preassessment or diagnosis for some treatments, or as a result of a pre-existing condition, or your exposure or vulnerability to any condition will be at additional cost.
- 2.7. Any additional surgery required or requested by you during the pre-operative counselling or the Procedure, for example cosmetic or minor surgery.
- 2.8. Any costs associated with any complications that may arise from the Procedure, including but not limited to referrals, hospital stays, subsequent procedures or travel.

3. PAYMENT

Refer to the most up to date Schedule of Costs:

Al-Ausi Medical Services, One St Peter's Square, Manchester, M2 3DE Email: info@al-ausimedicalservices.com

Principal Director: Dr Maher Al-Ausi MB ChB; MRCS; PGDipOrthEng; MRCGP; DFSRH; PGDipSEM; PGDipGPME. General Medical Council registration number: 6031159

Al-Ausi Medical Services is a trading name of Al-Ausi Medical Services Limited

- 3.1. To confirm your Procedure and the appointment time and date, you must pay the full cost of the Treatment as notified to you at the time of booking.
- 3.2. You may make the payment via online bank payment.
- 3.3. All costs for the Treatment are exclusive of VAT where applicable.
- 3.4. Al-Ausi Medical Services Limited reserves the right to change the Schedule of Costs in the future without further notice.

4. YOUR RESPONSIBILITIES

- 4.1. You are responsible for booking your Procedure. Any amendments to the booking of the Procedure may incur further fees as specified in the Schedule of Costs.
- 4.2. You are responsible for ensuring you that you arrive to the Procedure appointment at least 15 minutes prior to the start of the Procedure.
- 4.3. You should get advice from your GP or family doctor about any current medical conditions that require treatment prior to your Procedure.
- 4.4. You should make the Surgeon aware of any medical conditions, treatment, or allergies that you have in order that the Surgeon can be advised of your suitability for your chosen Procedure.

5. INSURANCE

- 5.1. The cost of the Procedure is typically not covered by medical treatment plans as it is an elective contraceptive choice.
- 5.2. The cost of treating any complications of the Procedure is typically not covered by medical treatment plans and a referral to a non-private hospital should a complication occur shall be offered in the first instance.
- 5.3. Any administrative costs for referral to a private hospital or completion of medical insurance forms should it be required shall be at additional cost as per the Schedule of Costs.

6. LIMITATION OF LIABILITY

- 6.1. Your Treatment is a contract between you and Al-Ausi Medical Services Limited.
- 6.2. In the unlikely event that the Surgeon feels you are not fit to undergo the Treatment due to technical or anatomical reasons and have to cancel the Treatment, you will be entitled to a refund of any unspent balance of your Treatment cost after deductions on account of consultations and administrative costs.
- 6.3. All surgical operations and medical procedures have a risk attached to them and in the case of this Procedure there may be dissatisfaction with the final outcome, should there be a failure to succeed. There will be no refund applicable in the case of a failed Procedure, however a re-do Procedure may be offered subject to whether the Surgeon feels it is medically appropriate, without further charge.
- 6.4. Al-Ausi Medical Services Limited do not operate or control the location where the Procedure takes place.

7. FORCE MAJEURE

7.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control including (but not limited to) acts of god, fire, flood, severe weather, explosions, war (whether declared or not), acts of terrorism, industrial disputes (whether or not involving our employees), or acts of local or central Government or of any other competent authorities.

8. CANCELLATION

- 8.1. You may, at any time, cancel your booking by notifying us in writing such as letter or email. The cancellation will take effect from the day on which we receive written notification of your cancellation. The scale of charges payable will depend upon when the notification of cancellation is received and you should refer to the Schedule of Costs applicable at the time of your booking.
- 8.2. If, for any reason, you do not present yourself on time and in a state that the consultation or Procedure can be performed, your appointment will be cancelled, and we will not be able to give you a refund. Your responsibility is to contact us to re-schedule.
- 8.3. If you do not attend for your Procedure at all, your appointment will be cancelled, and we will not be able to give you any refund. Your responsibility is to contact us to re-schedule.

8.4. If we have to cancel or change your booking, we will contact you to inform you of this and you can choose to rearrange your procedure with us or cancel your booking and get a refund and you should refer to the Schedule of Costs. However, we will not pay compensation in these circumstances and are not responsible for any losses or expenses you suffer as a result of circumstances beyond our control.

9. AFTERCARE

- 9.1. Your Surgeon will give you aftercare instructions and advice. Should you not follow these and there are repercussions arising from your lack of care, Al-Ausi Medical Services Limited will not accept responsibility.
- 9.2. Your first point of contact should any complication arise in the first 28 days after your Procedure is the Surgeon who conducted the Procedure. If the Surgeon should identify a post operative care issue with your Surgery or signs of any complications, you may be offered advice online, by telephone or face-to-face consultation without further charge. However should any subsequent treatment be advised then Al-Ausi Medical Services will not cover the costs of such treatments, for example cost of prescriptions for antibiotics for infections.
- 9.3. Should you suffer any symptoms from around the region of your Procedure beyond the first 28 days after your Procedure the Surgeon who conducted the Procedure may decide whether to offer follow up or ask you to seek follow up with your own GP or family doctor subject to whether the symptoms are causally related to the Procedure or not.
- 9.4. Post operative tests can only be interpreted by the Surgeon where they are conducted in accordance with the Surgeon's direct instruction. The Surgeon will not interpret any results of any post operative tests done elsewhere or not in accordance with the Surgeon's instruction.

10. COMPLAINTS AND FEEDBACK

- 10.1. Al-Ausi Medical Services Limited aims to provide all patients with the highest standards of care and customer service. If for any reason we fail to achieve this, patients may make complaints verbally or in writing.
- 10.2. We will investigate all complaints and acknowledge receipt within 3 working days.
- 10.3. An estimated date for resolution of complaints will be communicated to the complainant (usually this can be expected to be 10 working days but this may be longer subject to the seriousness of the complaint).
- 10.4. The aim of resolving complaints is to identify any mistakes and rectifying them so that we can make improvements to our service.

11. DATA PROTECTION

11.1. We will hold your details, including your medical records, in the strictest of confidence. We will not disclose your data or records without your consent and we will only share information about you with others directly involved in your care.

12. PRIVACY STATEMENT

- 12.1. We are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using the website, online consultation, or by telephone, you can be assured that it will only be used in accordance with this privacy statement, and for the purpose it was intended. We will not share your data with third parties unless required to do so for administrative purposes relating to the services that we provide, for example, post-operative tests.
- 12.2. All phone calls are recorded for training and quality purposes. These records are held in a securely encrypted file.

13. ELIGIBILITY

- 13.1. You must be 18 years of age and possess the legal capacity and authority at the time of booking your procedure with us.
- 13.2. You may bring with you another person of your choice who must also be over the age of 18.
- 13.3. If you chose to bring another person with you under the age of 18 then they must be accompanied by another person above the age of 18 as they cannot be left in the waiting room unattended.

SCHEDULE OF COSTS

Correct as of 21/03/2024

Al-Ausi Medical Services Limited reserves the right to change the Schedule of Costs in the future without further notice and any subsequent Schedule of Cost shall supersede this Schedule of Costs.

Item	Cost £	Due
Additional vasectomy COUNSELLING telephone appointment	50	At time of booking
Additional vasectomy COUNSELLING clinic appointment	100	At time of booking
Telephone PRE-OP ASSESSMENT	100	At time of booking
Clinic PRE-OP ASSESSMENT including examination and blood tests	150	At time of booking
Telephone CONSENT consultation	50	Included within price of Treatment
No Scalpel Vasectomy Treatment	570	At time of booking
(Marple)		
No Scalpel Vasectomy Treatment	600	At time of booking
(Alderley Edge or Crewe)		
Post-operative seminal analysis test (postal service)	45	One (1) included within price of Treatment
Special clearance test (live and hand delivered)	110	Only required if persistent sperm found in 2 x postal sample
Replacement post operative seminal analysis bottle and request form	15	If original is lost by patient
Additional letters of correspondence eg to secondary care surgeons	35 each	Prior to sending letter
After Hours or Weekend Treatment	Additional 90	At time of booking
Personalised Treatment	Additional 140	At time of booking
Reschedule cost	30	If greater than 7 days prior to the Treatment date
Delayed Reschedule cost	60	If less than 7 days prior to the Treatment date. Rescheduling is not possible if informed on the Treatment date and will be treated as a cancellation on the day.

Refunds are only applicable and activated after the Procedure has been paid for and received in full. Refunds are not applicable to any part payments for the Procedure until the Procedure has been paid in full by you.

Item	Refund £	Due
Cancellation by us prior to Procedure appointment	Full	Within 7 days after you are informed of cancellation in writing by email
Cancellation by you less than 14 days after booking the procedure and prior to the pre-op telephone assessment	Full	Within 14 days after cancellation received in writing either by letter or email
Cancellation by you greater than 14 days after booking the procedure and prior to the pre-op telephone assessment	Full minus 30	Within 14 days after cancellation received in writing either by letter or email
Cancellation by you after the pre-op telephone assessment	Full minus 130	Within 14 days after cancellation received in writing either by letter or email
Cancellation by the Surgeon during the Procedure appointment	Full minus 100	Within 7 days after cancellation
Non-attendance on the day of Procedure appointment	None	With immediate effect