

Version: 4.0

Version Date 05.03.2023

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Today the _____ day of _____

Private Agreement entered in writing between:-

Of the first part Prof Ernest A Azzopardi, holder of Maltese Identity Card number _____ who is appearing hereon for and on behalf of the Maltese limited liability company Skinsurgeon Ltd [C103301] as duly authorised by its Memorandum and Articles of Association [hereinafter referred to as the “Company”]

And

Of the second part:-

Patient Name and Surname

Date of Birth

Residential Address:

Email Address:

Telephone number:

[hereinafter referred to as the “Patient”]

[The Company and the Patient shall hereunder be referred to jointly as the “Parties”]

RECITALS:-



Whereas the Company operates in the medical sector, and specifically in the field of plastic reconstructive aesthetic burn surgery and laser.

Whereas Profs. Ernest A. Azzopardi is _____[insert your credentials] -----
[hereinafter referred to as the “Consultant”]

Whereas the Company offers the professional services of the Consultant to its clients;

Whereas the patient is desirous of obtaining the services of the Consultant via the Company in accordance with the terms and conditions hereinafter contained.

NOW THEREFORE AND BY VIRTUE OF THIS AGREEMENT, THE PATIENT COVENANTS AND AGREES TO BIND THEMSELVES TO THE FOLLOWING TERMS AND CONDITIONS:

Article 1: processing of data

1.1 Data held by the Company is subject to the Company’s provisions for GDPR law and applicable legislation.

1.2 Any request for personal data or copies of Personal Data will be provided strictly to the Patient only, or their legal representative.

1.3 The Parties agree that this will be done within 28 calendar days, failing which the Company will issue a letter explaining the reason for the delay.

1.4 Any material released will be subject to a minimum fee of £50 per letter, £50 per photo or Eur 100 per animation, scan or other likeness, or the equivalent in Pound sterling, per midmarket rate set by HSBC UK PLC.

1.5 The Patient allows processing of personal data outside of the European Economic Area until such consent is withdrawn in writing, subject that the same level of protection is afforded. This is with respect to data archived, stored, transmitted electronically or in hard copy, or in transit electronically.

1.6 The Patient allows the Company to access his/her personal health information from other companies, healthcare providers or healthcare professionals, in as far as directly pertinent to his/her planned, ongoing or past treatment with the Consultant.

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1.7 The Patient agrees to provide the Company and clinical staff, a health history that is honest, accurate, reliable and complete. The Patient understands that withholding any medical information whatsoever could be detrimental to his or her health and safety and may result in cancellation of the procedure with no refund. The Patient agrees that if any change occurs in his or her medical history or status to inform the Company without delay and to keep the Company informed. The Company's decision in this matter is final.

1.8 The Patient has every right to seek a second opinion but where treatment has been deviated from the plan proposed by the Company's Consultant, the Patient binds him/her self to inform the Company of any change in the treatment plan. Failure to do so, will entitle the Company to immediately terminate the duty of care. The Patient agrees to hold the Company and its Consultant free and harmless from any consequence of unauthorised deviations from the treatment plan. All authorisations are to be made in writing or sent by electronic mail. Where duty of care is declined, the Company may offer a referral to a suitable medical professional or if this is not agreeable, the Patient agrees that the duty of care would revert immediately to the GP.

1.8 The patient agrees to make all correspondence available to the GP or healthcare practitioner responsible for their primary care as soon as reasonable and in any case not later than seven (7) calendar days. The Patient agrees to hold the Consultant free and harmless from any consequences arising from failure to forward correspondence to the GP.

1.9 Notwithstanding clause 3.8, the consultant respects the right to self-determination and confidentiality. Should the patient not wish to disclose correspondence to the GP, it is strongly advisable to discuss the issue with us in writing so we can advise on ensuring appropriate primary care arrangements.

1.10 Whilst patients may have the right to withhold information, those patients withholding relevant medical information indemnify The Consultant, clinical staff and the clinic, and hold them free from liability arising from any consequence, direct, indirect or vicarious arising from acts of omission or commission related to said withholding of information. Such patients may require corrective intervention, under The Consultant's care or elsewhere, which will be chargeable in full and for which they bear responsibility. Patients deciding to withhold information, including of a psychological or psychiatric nature, hold The Consultant free and harmless in respect to any consequence arising from such withholding of information.

1.11 The patient accepts that the consultant may not be able to see them face to face if the patient is travelling, and therefore agree to take out the appropriate health insurance cover, disclose all data to the insurer, and register with the appropriate local health service. In the interest of continuity of care and safety, the patient agrees to be seen by another nominated health professional if The Consultant is not available locally.

1.12 Patient agrees for their data to be shared with the appropriate healthcare professionals as determined by the Consultant to be in the interest of their care.

1.13 Should any of the above permissions be withdrawn, or withheld, this needs to be communicated to the consultant clearly and in writing.

1.14 The patient accepts that data will be disclosed without patient consent when this is mandated by law, a direct order of the courts, when there is direct and imminent risk of harm to other patients, members of staff or the general public. The consultant will write to you within reasonable time to inform you of what data has been disclosed, the reason, and the implications.

Article 2. Consent for Imaging in research, publication and social media

2.1 The patient consents to the taking of photographs, slides, videotapes and other images (“imaging records”) by the consultant or his designee, of the patient or their likeness, or parts of the patient’s body, for medical purposes.

2.2 The Patient further consents to the release and transfer of copyright ownership to the Consultant.

2.3 where consent for research is granted, the patient understands that such imaging records may be published in any form including print, visual, electronic or broadcast media, specifically including, but not limited to, medical journals and textbooks, scientific presentations and teaching courses and Internet websites, including social media, for the purpose of informing the medical profession or the general public about plastic surgery methods, results, issues, trends, concerns and similar matters.

2.4 The patient will not be identified by name in any publication. However, the patient understands that in some circumstances the photographs may portray features which shall make the patient’s identity recognisable.

2.5 Further, the patient recognises that in some instances the photographs may be transformed into a non-photo likeness.

2.6 The patient understands that they have the right to revoke this authorisation in writing at any time, but if this occurs, it won’t have any effect on any actions taken prior to revocation.

2.7 If the patient does not revoke this authorisation, it will expire ten years from the date of this agreement.

2.8 The patient understands that refusal of consent to publish imaging will have no effect on the medical treatment received from the consultant.

2.9 The patient releases and discharges the consultant -and all parties acting under their license and authority from all rights that they may have in the imaging records and from any claim that the patient may have relating to such use in publication, including any claim for payment in connection with distribution or publication of the imaging records in any medium or any claim arising from the distribution or publication by any third party.

2.10 The patient certifies that they have read the above Authorisation, Release and Discharge and fully understand its terms.

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Article 3: Use of case studies, exemplars, before/after photos and Frequently Asked Questions

3.1 All case studies, exemplars and before/after photos, and frequently asked questions (FAQ) are designed for educational purposes.

3.2 No case studies, exemplars, before/after photos and FAQ is to be taken as a promise of results achieved.

3.3 All settings or laser types which may be mentioned are for illustrative purposes. The patient's skin and condition may require different kinds of lasers. You will be thoroughly assessed and examined before any device or procedure is proposed.

Article 4 The consultant's obligations

4.1 Each and every patient requires a consultation before treatment. Where possible, the consultant will endeavour to perform a two-stage consultation depending on the procedure and complexity. The Patient accepts acknowledges and warrants that it is strictly against company policy to provide any indication of treatment and or progress and or tariffs online.

4.2 The consultant will be registered and licensed with the competent medical council relating to the jurisdiction where the procedure is performed.

4.3 The consultant will carry out their practice in accordance with good medical practice and to the best of their ability.

4.4 Notwithstanding, the patient expressly acknowledges that the consultant is human and fallible, and that complications will happen even in the best of hands.

4.5 The consultant will discharge his duty of care to the best of his abilities.

5.5 The patient understands and accepts that whenever a treatment is likely to cause harm to a conceptus, from the moment of fertilisation onward, whether the risk is theoretical or actual, the consultant will decline treatment. The consultant's decision in this matter is final. Care reverts back to the GP.

Article 5 The Patient's obligations

5.1 The patient accepts that decision to carry out any procedure including but not only surgery shall be at the discretion of the consultant.

5.2 The patient at all times agrees to take appropriate diligent and reasonable responsibility for their own health, following through with referrals, treatment regimes, and advice.

5.3 Should the patient decide to act against medical advice, they agree to advise the consultant immediately and in writing.

5.4 Patients acting against medical advice agree that duty of care cannot be maintained and therefore agree that in this case their duty of care reverts to their GP.

5.5 The patient agrees and undertakes to provide The Consultant and clinical staff, a health history that is honest, accurate, reliable and complete.

5.6 The Patient understands that withholding any medical information whatsoever could be detrimental to his or her health and safety and may result in cancellation of the procedure with no refund. The Patient agrees that if any change occurs in his or her medical history or status to inform The Consultant without delay and to keep The Consultant informed. The consultant's decision in this matter is final.

5.7 The patient has every right to seek second opinion but where treatment has been deviated from the plan proposed by our consultant, the patient binds themselves to inform the consultant of any change in the treatment plan. In failure of this, the patient agrees that the consultant may immediately terminate duty of care. The patient agrees to hold the Consultant free and harmless from any consequence of unauthorised deviations from the treatment plan. All authorisations are to be made in writing or electronic mail. Where duty of care is declined, the consultant may offer a referral to a suitable medical professional or if this is not agreeable, the patient agrees duty of care reverts immediately to the GP.

5.8 The patient agrees to make all correspondence available to the GP or healthcare practitioner responsible for their primary care as soon as reasonable and in any case not later than seven (7) calendar days. The Patient agrees to hold the Consultant free and harmless from any consequences arising from failure to forward correspondence to the GP.

5.9 ALL patients MUST disclose the possibility of pregnancy or the potential of being pregnant. A pregnancy test is offered to all patients of childbearing age. Patients wishing not to avail themselves of this facility do so on their own recognisance and hold the consultant, assistant and facility free and harmless from any liability whatsoever.

5.10 Patient irrevocably accepts to hold Professor Azzopardi and Skinsurgeon Ltd free and harmless from consequences of previous treatments performed elsewhere. The Patient accepts this as a condition of treatment especially when seeking remedial action for consequences of treatment undertaken elsewhere.

Article 6 payment.

6.1 The patient agrees to bind themselves to effect payment promptly in full before or at the latest before the start of the consultation.

6.2 Procedures are only secured against receipt of deposit.

6.3 The deposit may be waived at the sole discretion of the Consultant and Clinic. The deposit is not refundable.

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6.4 All patients undertake to pay promptly on the day of the procedure. The appropriate invoice will be issued. Payment must be made in full before the procedure.

6.5 Non-payment. Unless priorly agreed in writing, patients defaulting on payment will attract a commercial rate of interest, pegged at the charges levied by the local HSBC Bank for unauthorised overdrafts, for all payments not arriving after 30 (thirty) working days of the procedure.

6.6 The Consultant reserves the right to appoint a licensed debt collection agent to recover moneys due.

6.7 The patient agrees to be liable for full costs and interest for this service stated in clause 6.6, and to irrevocably place the consultant in the foremost priority as creditor should the Patient default or claim bankruptcy.

6.8 The patient accepts that any further treatments, sessions, fractions, or management of complications will be charged at the standard tariff. Complications requiring further treatment will be charged at the appropriate standard tariff unless agreed in writing beforehand.

6.9. The patient accepts that a small minority of patients will be non-responders to treatment. The consultant reserves the right to decline further treatment. Treatments already performed are non-refundable.

6.10 It is not possible to predict or accurately determine the number of sessions required for a final result, but the consultant will guide the patient on this.

6.11 Any and all tariff quotes are valid for one calendar month from date of email.

6.12 The patient accepts that surgery nor laser is a perfect art. The Patient accepts that no refunds are issued for services rendered.

Article 7 Age of the patient

7.1 Where a patient is under 18, a paediatric nurse will be offered, and this may incur a separate charge.

7.2 There is no minimum age for consultation or procedure. However, if a patient is under 18, a parent or guardian must attend consultation, confirm in writing that they are the legally recognised guardian and give consent to procedure. For cosmetic cases, The Consultant also prefers the support of the patient's GP. Persons signing for minors declare they have the appropriate and uncontested rights at law.

7.3 The patient understands that the Consultant does not accept to treat any cosmetic surgery below the age of 18 calendar years, unless causes significant psychological or medical concern, in line with the latest recommendations of the competent professional associations. In all such cases, the patient and their legal guardian must agree to a staged consultation process and a second external opinion, which will be at the appropriate charge.

Article 8 consent

8.1 The patient is seeking the consultant's medical services of their own free will in good faith without coercion. The patient declares that they have capacity to consent. The consultant will assume capacity unless there are manifest reasons not to.

8.2 The patient agrees that no services are offered without consent.

8.3 The patient accepts that consent can be verbal, written or implied, in proportion to the nature of the procedure.

8.3 The patient undertakes to sign the consent if they consider themselves fully informed, able to retain, process and communicate their decision to proceed.

8.4 The patient agrees that the consultant has explained the procedure, its options, risks, benefits and implications in the patient's personal and or bespoke circumstances. The patient declares that they have taken due and appropriate care in reading the consent form, background reading and reflection.

8.5 The patient declares and warrants that they have not been offered any enticements, payments, or inducements from the consultant or anyone else to perform the treatment.

8.6 The patient declares they wish to proceed based on their own free will, having had enough information to make a reasoned decision without undue pressure from anyone.

8.7 Any patient requesting a bespoke treatment plans have taken due care to discuss the appropriate and specific risk, benefit, implications in their personal circumstances as directly relating to them, as well as the entire range of alternative options, when such exist.

8.8 The patient accepts that no warranty, express or implied is given with regard to outcomes from advice, procedures, prescriptions, operations, or laser treatment. The patient accepts that a medically or surgically acceptable result may vary from the patient's expectations.

General Obligations

8.1 The Consultant reserves the right to alter the patient's procedure date although such changes will be avoided wherever possible. The Patient agrees that no consequential loss will be payable for the short notice cancellation on any procedure/ appointment.

8.2 By proceeding to booking, the patient expressly accepts these terms and condition.

8.3 The patients states that s/he has been given an opportunity to seek explanation.

8.4 The Patient will sign a Medical Consent Form at the clinic prior to surgery.

8.5 If in the interest of patient safety and welfare, the consultant reserves the right to cancel or postpone a procedure. The consultant's decision on this is final.

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8.6 The patient understands and accepts that they are attending in good faith, are not “mystery customers”, are attending of their own free will, and are not being paid to attend or reporting to any competitor.

8.7 Failure to observe clause 5.6 in particular will be deemed to be in bad faith. Patients will bear full responsibility for the outcomes and any redress. The Consultant reserves the right upon breach of this condition, to pursue the matter to the fullest extent allowed by law, civil, commercial or criminal.

8.8 The patient and or their guardian, and or their guarantors agrees that any infraction to clause 5.6 and or 5.7 will render them immediately liable to a penalty of Eur 5,000 or local equivalent plus cost and interest per infraction from the day of invocation of that clause. This excludes any awards from legal redress, such as but not limited to loss of business, loss of income, reputational damage or market position.

8.9 Any public comment on any Media deemed by The Consultant to be malicious, and/or exaggerated, deceitful and or misleading will invoke a penalty of Eur 5,000 per comment or local equivalent. This without prejudice and excludes accrued interest and excludes any other penalty which may be levied by a Court of Law or Adjudicator or other appointed tribunal or mediator.

8.10 The patient shall not publish or allow to be published, images and likeness such as photos, videos, animations and the like with the name, logo, branding, trademarking of the Consultant or Company without the express, written, and signed authorisation of the Consultant. There are no exceptions to this rule.

9. Rescheduling/Cancellations

9.1 Rescheduling – Patients who cancel within 24 hours or simply do not turn up for their appointment on the day, for any reason except medical, will at the consultant’s discretion incur the full cost of the procedure or consultation.

9.2 In respect to clause 6.1 the patient or their legal guardian accepts that this charge cannot be waived. Any further appointments will only be booked once this fee, is paid.

9.3 Patients who serially do not turn up for their appointments will be discharged after 3 consecutive no shows. The patient accepts that care automatically reverts to their GP.

Complaints/Readmission

10.1 If the Patient has a complaint regarding any aspect of your treatment, the patient must put it in writing and address it to The Consultant’s secretary, received by electronic mail within one calendar month.

10.2 If the Patient fails to attend review appointments or follow advice and guidance given, or where the results of the surgery originally provided have been affected by changes in lifestyle, illness or the natural ageing process, The Consultant clinic and staff shall be held free and harmless. The Consultant reserves the right to discontinue any further treatment.

Coexisting illness

10.3 The patient categorically states they do not suffer from other physical psychological or psychiatric illness including body dysmorphism, or undergone or is about to undergo treatments, which they did not inform The Consultant about *in writing*

7.4 The patient accepts and understands that options risks benefits and implications have been discussed at length. The patient accepts that any medical surgical or laser intervention has potential complications, which have been explained thoroughly in a way they can understand, and which the patient accepts.

8.5 Results and expectations

8.1 The patient understands and accepts that outcomes from procedures cannot be guaranteed. Neither can it be guaranteed that the procedure performed will meet the patient's expectations

8.2 The Patient accepts that their expectation may be different to a surgically acceptable result. The Consultant makes no warranty, express or implied on being able to meet the patient's expectation. Surgical results may vary, and asymmetry may be present.

9.0 Patient attitudes to staff

9.1 The patient accepts the clinic's policy of zero tolerance to any kind of abuse be it physical or verbal or other. Should, in the view of the clinic or the consultant, any kind of abuse occur, the clinic and the consultant reserve the right to immediately discontinue care which will revert in the first instance automatically to the GP. The clinic and the consultant reserve the right to pursue any kind of abuse whatsoever to the fullest legal extent, civil criminal or other as the case may be. Such conditions extend to any form of communication with the consultant, clinic staff, receptionists, secretaries and clinic owner or their delegate.

10. Jurisdiction

10.1 The laws of England and Wales shall apply to this agreement for patients for that part of service performed in the territory of England and Wales

10.2 The laws of Malta shall apply to this agreement for patients where any service was performed in the territory of Malta (EU), or anywhere else in the world except the England and Wales.

10.3 The Patient agrees to legal dispute within the jurisdiction of England and Wales for treatments performed in the UK.

10.4 The patient agrees to legal dispute within the jurisdiction of MALTA for treatments done in Malta, or anywhere else in the world bar treatments falling under clause 10.3, and hereby waive pursual in any other jurisdictions, including and especially the USA. All consultations will fall under the jurisdiction of MALTA.

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10.3 The Consultant reserves the right to change these terms and conditions at any time. The latest Terms & Conditions are available on request, and at any time on www.skinsurgeon.eu.

Survivability

10.1 Where any part of this agreement is declared null and void, this will be agreed in writing by both parties, or by order of a competent court

10.2 Where any part of this agreement is declared null and void, other clauses and obligations subsist in mutatis mutandis.

Fiscal Issues

11.1 Where we declare your procedure to be medical and therefore exempt without credit, this has been in good faith based on clinical grounds. Should it be determined subsequently by the competent authority that this was not the case, the patient agrees that they are liable for any fiscal shortfall.

Patient

Date

Ernest Azzopardi on behalf of

Skinsurgeon Ltd

Date