

**Mr Ernest Azzopardi MD MSc Surg PhD MRCSEng (ad Eundem) MRCSEd  
MFSTEd Dip Spec Laser FRSB FRCSEd Plast  
Consultant plastic surgeon & laser specialist**



BAAPS UK Laser Lead  
info@skinsurgeon.eu  
+356 79 67 57 47  
+44 79331 38881

## **Terms and conditions**

Use of case studies, exemplars, before/after photos and faq

- 1.1 All case studies, exemplars and before/after photos, faqs, are designed for educational purposes.
- 1.2 No case studies, exemplars, before/after photos and faq is to be taken as a promise of results achieved.
- 1.3 All settings or laser types which may be mentioned are for illustrative purposes. Your skin and condition may require different kinds of lasers. You will be thoroughly assessed and examined before any device or procedure is proposed.

## **Obligations and Warranties**

- 2.1. Our Consultants are registered and licensed with the competent medical council relating to the jurisdiction where the procedure is performed.

## **Patient's Obligations**

- 3.1 The decision to carry out surgery shall be at the discretion of the consultant, and where appropriate the anaesthetist and the clinic where The Consultant offers to deliver the service.
- 3.2 The patient agrees to binds themselves for full payment promptly on the day of the procedure or consultation.
- 3.3 The patient agrees to provide The Consultant 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 Consultant without delay and to keep The Consultant informed.
- 3.4 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 and especially of a psychological or psychiatric nature, hold The Consultant free and harmless in respect to any consequence arising from such withholding of information.

**Mr Ernest Azzopardi MD MSc Surg PhD MRCSEng (ad Eundem) MRCSEd  
MFSTEd Dip Spec Laser FRSB FRCSEd Plast  
Consultant plastic surgeon & laser specialist**



BAAPS UK Laser Lead  
info@skinsurgeon.eu  
+356 79 67 57 47  
+44 79331 38881

3.5 There is no minimum age for consultation or procedure. However, if a patient is under 18, a parent or guardian must attend consultation 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.

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

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

3.9 The patient requesting a bespoke treatment plans has 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.

The patient accepts that no warranty, express or implied is given with regard to outcomes from 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

4.1 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.

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

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

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

4.4 In the interest of patient safety and welfare, we reserve the right to cancel or postpone your procedure.

4.5 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.

4.6 Failure to observe clause 4.5 in particular will be deemed to be in bad faith. Patients will bear full responsibility for the outcomes and any corrective action. The Consultant and The Clinic reserve their right, upon breach of this condition, to pursue the matter to the fullest extent allowed by law, civil, commercial or criminal.

**Mr Ernest Azzopardi MD MSc Surg PhD MRCSEng (ad Eundem) MRCSEd  
MFSTEd Dip Spec Laser FRSB FRCSEd Plast  
Consultant plastic surgeon & laser specialist**



BAAPS UK Laser Lead  
info@skinsurgeon.eu  
+356 79 67 57 47  
+44 79331 38881

4.7 The patient agrees that any infraction to clause 4.5 and or 4.6 will render them liable to a penalty of Eur 5,000 plus cost and interest from the day of invocation of that clause. This excludes any awards from legal redress.

4.8 Social media. Any comment on any Media deemed by The Consultant and or the Clinic to be malicious, and/or exaggerated, and/or unfair and/or deceitful and or misleading will invoke a penalty of Eur 1,000 per comment. This without prejudice and excludes accrued interest, and or any other penalty which may be levied by a Court of Law or Adjudicator or other appointed tribunal or mediator.

#### Rescheduling/Cancellations

5.1 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 discretion of the clinic incur the full cost of the procedure or consultation. 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.

5.2 Cancellations for medical reasons: If a procedure is cancelled by the Patient on the day or aborted intra-op, The Consultant will retain sufficient monies to cover the costs.

#### Complaints/Readmission

6.1 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.

6.2 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 shall be held free and harmless. The Consultant reserves the right to discontinue any further treatment.

6.4 The patient categorically states they do not suffer from body dysmorphism or other disorder of a psychological or psychiatric nature, which they did not inform The Consultant about *in writing*

6.5 The patient accepts and understands that options risks benefits and implications have been discussed at length. The patient accepts that any surgical or laser intervention has potential complication, which have been explained, and which the patient accepts.

#### Results and expectations

**Mr Ernest Azzopardi MD MSc Surg PhD MRCSEng (ad Eundem) MRCSEd**  
**MFSTEd Dip Spec Laser FRSB FRCSEd Plast**  
Consultant plastic surgeon & laser specialist



BAAPS UK Laser Lead  
info@skinsurgeon.eu  
+356 79 67 57 47  
+44 79331 38881

7.1 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

7.2 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.

#### Payment arrangements

8.1 Procedures are only secured against receipt of deposit.

8.2 The deposit is meant to offset the costs of overheads including staff, facility and consumable fees. The deposit is not refundable

8.3 Patient 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.

8.4 Non-payment. Unless priorly agreed in writing, patients defaulting on payment will attract a commercial rate of interest, pegged at the charges levied by HSBC bank Malta for unauthorised overdrafts.

8.5 The Consultant reserves the right to appoint a licensed debt collection agent to recover moneys due. The patient is liable for full costs and interest for this service.

8.6. The consultant will discharge his duty of care to the best of his abilities. The patient accepts that surgery nor laser is a perfect art. No refunds are issued for services rendered.

8.7 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.

8.8. 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.

8.9 Any and all tariff quotes are valid for one calendar moth from date of email.

#### Confidentiality

7.1 The Consultant and the Patient agrees that all matters relating to the Patient's treatment will be kept as confidential.

7.2 The Patient confirms his or her consent to the disclosure of personal information by The

**Mr Ernest Azzopardi MD MSc Surg PhD MRCSEng (ad Eundem) MRCSEd**  
**MFSTEd Dip Spec Laser FRSB FRCSEd Plast**  
Consultant plastic surgeon & laser specialist

skinsurgeon

BAAPS UK Laser Lead  
info@skinsurgeon.eu  
+356 79 67 57 47  
+44 79331 38881

Consultant to Surgeons, Doctors and Nurses and other medical staff for the purpose of discussing Patient's treatment.

7.3 The patient gives permission for photographs to be taken. They will remain part of the patient's medical file. We are not able to supply copies.

#### 8.1 Patient attitudes to staff

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 as soon as it is safe to do so. Patients' care will revert to the GP. The clinic and the consultant reserve the right to pursue any kind of abuse 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.

#### Jurisdiction

8.1 The laws of Malta shall apply

8.2 The Clinic and Consultant reserves the right to change these terms and conditions at any time. The latest Terms & Conditions are available on request.