

CHARLES WILLIS-OWEN LTD

TERMS, CONDITIONS AND STANDARD FEES OCTOBER 2021

Please read all these terms and conditions.

As we can accept your booking and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 07501 150289.

Application

1. These Terms and Conditions will apply to the purchase of the services and goods by you (the **Customer** or **you**).
2. We are Charles Willis-Owen LTD a company registered in England and Wales under number 257 6024 02 whose registered office is at 2 St. Marys Road, Kent, TN9 2LB, Tonbridge,, Kent, , TN9 2LB with email address appointments@willis-owen.co.uk; telephone number (07501150289) (the **Supplier** or **us** or **we**).
3. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions.

Interpretation

4. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
5. **Contract** means the legally-binding agreement between you and us for the supply of the Services;
6. **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
7. **Goods** means any goods that we supply to you with the Services, of the number and description as set out in the Order;
8. **Order** means the Customer's order for the Services from the Supplier as set out in the Customer's order or in the Customer's written acceptance of the Supplier's quotation;
9. **Services** means the services, including any Goods, of the number and description set out in the Order.

Services

10. The description of the Services and any Goods is as set out in our website, catalogues, brochures or other form of advertisement.
11. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
12. All Services are subject to availability.
13. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer responsibilities

14. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).
15. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

Basis of Sale

16. The description of the Services and any Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Services or Goods.
17. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
18. A Contract will be formed for the Services ordered, only upon the Supplier sending an email to the Customer saying that the Order or Booking has been accepted or, if earlier, the Supplier's delivery of the Services to the Customer.
19. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 14 days from its date, unless we expressly withdraw it at an earlier time.
20. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
21. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer where we, the Supplier and you the Customer, enter the Contract at any of the Supplier's business premises, and where the Contract is not a contract (i) for which an offer was made by the Customer in the Supplier's and the Customer's simultaneous physical presence away from those premises, or (ii) made immediately after the Customer was personally and individually addressed in the Supplier's and the Customer's simultaneous physical presence away from those premises. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate to you and which might, in some way, be better for you, eg by giving cancellation rights pursuant to consumer protection law. Business premises means immovable premises where we carry on business on a permanent basis or, in the case of movable premises, on a usual basis.

Fees and Payment

22. The fees (Fees) for the Services, and any other charges are that set out in our price list current at the date of the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed fee or on a standard rate basis. Common prices are detail below. Additional pricing is available on request.
23. Payment for Services must be made within 14 days of invoice. You must pay in cash or by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise within 14 days of the delivery of the Services.
24. If you are using an insurance policy to fund your booking and they fail to settle the full fee due you are required to pay the outstanding amount.

Withdrawal

25. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

Conformity

26. We have a legal duty to supply the Services in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
27. We will supply the Services with reasonable skill and care.
28. In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

Duration, termination and suspension

29. The Contract continues until all services requested have been paid and sums owed have been discharged, with the exception of the jurisdiction clause that remains in force indefinitely.
30. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
 - a. commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 90 days of the written notice; or
 - b. is subject to any step towards its bankruptcy or liquidation.
31. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Privacy

32. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
33. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy which can be found on request from Mr Willis-Owen.
34. For the purposes of these Terms and Conditions:
 - a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
 - b. 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
 - c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR
35. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.
36. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
 - a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - b. we will only Process Personal Data for the purposes identified;
 - c. we will respect your rights in relation to your Personal Data; and
 - d. we will implement technical and organisational measures to ensure your Personal Data is secure.
37. For any enquiries or complaints regarding data privacy, you can e-mail: Charles Willis-Owen using appointments@willis-owen.co.uk.

Circumstances beyond the control of either party

38. In the event of any failure by a party because of something beyond its reasonable control:
 - a. the party will advise the other party as soon as reasonably practicable; and
 - b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery.

Excluding liability

39. We do not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

Governing law, jurisdiction and complaints

40. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
41. This Agreement shall be governed by and constructed in accordance with the Laws of England and Wales and the Parties agree that the Courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. The parties agree that any claim brought against me for the provision of any services covered by this agreement can only be brought in the Courts of England and Wales.
42. We try to avoid any dispute, so we deal with complaints as follows: In the first instance please contact Charles Willis-Owen by email using appointments@willis-owen.co.uk.

Fees applicable at the time of booking for your current problem

43. Please note because of the costs associated with payment collection Mr Willis-Owen offers a £15 discount to patients paying cash at the time of appointment. Otherwise, payments will be collected by MedServ who will contact you after the appointment with the option to pay by telephone. In the event of non-payment patient contact details will be passed to an agency for collection and additional fees will apply.

Self-funded patients:

New appointment	£275 (£260 for cash payment at appointment)
Follow up appointment	£175 (£160 for cash payment at appointment)
Shockwave therapy session	£275 (£260 for cash payment at appointment)
Injection	No charge in addition to appointment charge Note: hospital fees apply
PRP injection	£600 Note: No additional appointment charge or hospital fees
Surgery	As per written quote

Insured Patients: **Please check with your insurer whether they will cover the full fee.**

Procedure	Vitality, Cigna, WPA, Aviva	AXA
New appointment	£275	As per insurer schedule
Follow up appointment	£175	As per insurer schedule
Shockwave therapy session	As per insurer schedule	Not available with AXA

Injection	As per insurer schedule	As per insurer schedule
PRP injection	As per insurer schedule	Not available with AXA
Arthroscopy (W8500)	£1000	As per insurer schedule
ACL reconstruction (W7420)	£1700	As per insurer schedule
Unicompartmental knee replacement (W5200)	£1700	As per insurer schedule
Total knee replacement (W4210)	£1700	As per insurer schedule

Where your insurance does not cover the full fee you are personally responsible for the difference.