

## TERMS AND CONDITIONS

Please read all Terms & Conditions, contact The London Orthotic Consultancy if you have any queries or concerns.

### Application

1. These Terms and Conditions will apply to the purchase of the services and goods by you (**The Client**)
2. We the London Orthotic Consultancy (LOC) a company registered in England and Wales 05217539 whose registered office is at 1 Elm Crescent, Kingston upon Thames, Surrey, KT2 6HL. Telephone (020 8974 9989) (**The Supplier**)
3. These are the terms on which we sell all services and goods to you. By ordering any of the services & goods, you agree to be bound by these Terms and Conditions.

### Interpretation

4. The "Client" means an individual who purchases services and goods for personal use.
5. The consent form is a contract which means the legally binding agreement between you and LOC for the supply of services and goods;
6. Delivery location means the Supplier's premises or other location where services are to be supplied, as set out in the appointment;
7. Goods means any goods that LOC supplies to you with the services, of the description as set out in the order;
8. Order means the Client's order for the services and goods from the supplier as set out in the Client's acceptance of the Supplier's quotation;
9. Services means the services, including any goods, of the description set out in the order.

### Services & Goods

10. The description of services and goods is as set out on our website, catalogues, brochures or other forms of advertisement. Any description is for illustrative purposes only and there may be occasional discrepancies of some goods supplied.
11. In the case of services and any bespoke goods, it is your responsibility to ensure that any information you provide is accurate.
12. All services are subject to availability.
13. We can make changes to services and goods which are necessary to comply with any applicable law or safety requirement. We will notify you of any changes.

### Client responsibilities

14. You must co-operate with us in all matters relating to the services, provide our authorized employees with all information required to perform the services and obtain the necessary consents. (Unless otherwise agreed).
15. Failure to comply with the above is a Client default which entitles us to suspend our services until the situation is remedied, failure to remedy the situation following our request can terminate a contract with immediate effect.

### 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 our services or goods.
17. When an order has been made, LOC can reject or delay it for any reason, although we will try to tell you the reason as soon as possible.
18. A contract will be formed for the services upon the Supplier sending a confirmation email to the Client stating appointment has been made.
19. Any quotation or estimate of fees is valid for a maximum period of 30 days from its date.
20. No variation of the contract for the services, fees or otherwise, can be made after it has been entered due to the bespoke nature of the orders, unless the variation is agreed by the Client and the Supplier.

### Conformity

21. We have a legal duty to supply the goods in conformity with the order.
22. Upon supply the goods will be of a satisfactory quality, be reasonably fit for the purpose for which they were meant and to any special requirements requested by the client known to us beforehand and conform to their description.
23. We will provide the following after sales service. We will make all required adjustments to all products giving Clients a full support service until they are satisfied with their product, we will work with Clients to find a solution to any issues that arise but is not always guaranteed straight away as this can take time and the Client must give reasonable time to allow the us to achieve this.
24. The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any willful damage, negligence, subject to normal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Supplier's prior approval, or any other act or omission on the part of the Client or any third party.

## Complaints

25. We always welcome feedback from our Clients and, whilst we always use all reasonable endeavors to ensure that your experience as a client of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about our services or goods, please raise the matter with LOC Management
26. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs clients should contact LOC so that we can work with them to find a reasonable solution which can take time.
27. We aim to follow these codes of conduct, copies of which you can obtain as follows: SCPE available from <https://www.hcpc-uk.org/standards/standards-of-conduct-performance-and-ethics/>

## Fees and Payment

28. The fees for services, the price of any goods and any other charges that are set out in our price list current at the date of order or such other prices as may be agreed for bespoke items in advance.
29. Fees and charges do not include VAT as exempt conditions apply for medical services and goods.
30. Payment for services and goods must be made immediately on acceptance of the order and full payment must be received before supply. All invoices should be paid within a maximum of 30 days. In some instances payment will need to be made in advance of work starting on bespoke orthotics.

## Limitation of Liability

31. We will be responsible for any foreseeable loss or damage that you the Client may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by the Client and LOC when the contract with the Client is created. We will not be responsible for any loss or damage that is not foreseeable.
32. We provide or sell all goods and services to the Client only for their personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that we provide or sell to the Client are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to the Client for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;
33. Nothing in these Terms and Conditions is intended to or will exclude or limit our liability for death or personal injury caused by negligence (including that of our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

## How we use your Personal Information (Data Protection)

34. In so far as the Services involve LOC collecting, using, or holding or otherwise processing any Data obtained from the Client which is personal data (including, but not limited to, name, address and date of birth) LOC shall only do so with the express consent of the Client and in accordance with any lawful instructions reasonably given by the Client from time to time, and the provisions of GDPR (General Data Protection Regulation) 2018 and the rights of our client under that Act and these Terms and Conditions.
35. We may use your personal information as follows:  
To provide goods and services to you;  
To process your payment for the goods and services;  
LOC will not pass on your personal information to any third parties without first obtaining your express permission.
36. The Company shall not keep personal data for any longer than is necessary in light of the purposes for which that data was originally collected and processed. When the data is no longer required, all reasonable steps will be taken to erase it without delay.

## Governing law, jurisdiction and complaints

37. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
38. Disputes can only be submitted to the jurisdiction of the courts of England and Wales