

## TERMS & CONDITIONS

Please read all Terms and Conditions. Feel free to contact The London Orthotics Consultancy if you have any queries or concerns ([info@londonorthotics.co.uk](mailto:info@londonorthotics.co.uk)).

### Application:

1. These Terms and Conditions will apply to the purchase of the services and goods by you (The Client). For the avoidance of doubt goods includes typically bespoke orthotic braces, although it can also refer to standard items that LOC sources & supplies to you. Services are the assessments, treatments & consultation of a variety of types.
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 until you advise LOC differently.

### Interpretation:

4. The Client means an individual who purchases services and goods for personal use. This also covers case managers, physios or similar or purchase or advise clients on the purchase of goods & services.
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. Goods means any goods that we supply to you with the services, of the description as set out in the Order or by your Clinician.
7. 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 or offer to provide services.
8. Services means the services, including any goods, of the description set out in the Order or by your Clinician.

### Services & Goods

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

### Client responsibilities:

13. You must co-operate with us in all matters relating to the services, provide us and our authorised employees with all information required to perform the services and obtain all necessary consents. (Unless otherwise agreed).
14. 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:

15. 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.
16. When an order has been made, we can reject or delay it for any reason, although we will try to tell you the reason as soon as possible.
17. A contract will be formed for the services upon the Supplier sending a confirmation email to the Client stating an appointment has been made.
18. Any quotation or estimate of fees is valid for a maximum period of 30 days from its date.
19. No variation of the contract for the services, fees or otherwise, can be made after it has been agreed due to the bespoke nature of the orders, unless the variation is agreed by the Client and the Supplier.

#### Conformity:

20. We have a legal duty to supply the goods in conformity with the order.
21. 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 beforehand and conform to their description.
22. 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. This is applicable for the 12 months after a product has been supplied. After 12 months the Supplier reserves the right to charge for adjustments or repairs.
23. 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:

24. We always welcome feedback from our Clients and, whilst we always use all reasonable endeavours to ensure that your experience as a Client 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 who can be contacted at the clinic or by email.
25. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs clients should contact us so that we can work with them to find a reasonable solution which can take time.
26. We aim to follow these codes of conduct, copies of which you can obtain as follows: SCPE available from <https://www.hcpc.org/aboutregistration/standards/standardsofconductperformanceandethics/>.

#### Fees and Payments:

27. The fees for services, the price of any goods and any other charges that are set out in our quotation or price list are current at the date of order or such other prices as may be agreed for bespoke items in advance.
28. Fees and charges will not have VAT added to them.
29. Payment for services and goods must be made immediately on acceptance of the order and full payment must be received before supply/fitting.

#### Limitation of Liability:

30. LOC will be responsible for any foreseeable loss or damage that you the Client may suffer because 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 us when the contract with the Client is created. We will not be responsible for any loss or damage that is not foreseeable.
31. 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.
32. 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):

33. In so far as the Services involve us in 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 the Data Protection Act 1998, GDPR and the rights of our client under that Act and these terms and Conditions.
34. We may use your personal information as follows:
  - To provide our goods and services to you.
  - To process your payment for the goods and services.
  - LOC will not pass on your personal information to any other third parties without first obtaining your express permission.

#### Governing law, jurisdiction and complaints:

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

## Patient Consent Form -

Patient/Guardian Statement: *Please read this form carefully. If you have any further questions, do ask - we are here to help you. You have the right to change your mind at any time until treatment is agreed: Refusal to agree to give consent means that no treatment can be supplied.*

I agree to the orthotic treatment detailed to me by the relevant LOC clinician.

I have been or will be made fully aware of the intended benefits of treatment and potential risks involved.

I understand the person who carries out my orthotic treatment and other persons involved in my orthotic treatment has appropriate competence and experience.

I understand that I will have the opportunity to discuss the details of my orthotic treatment at any time before, during or after my treatment.

I understand that information of my treatment may be shared with other relevant specialists concerned, if I object to this, I must express this at the appointment.

I understand that I may be required to attend for subsequent follow up appointments as detailed by my clinician and failure to do so may have an adverse effect on the outcome of my treatment.

I understand that no guarantee is made of the outcome of the treatment by The London Orthotic Consultancy Ltd or any member of its staff.

Once treatment is commenced, I agree that I am liable for the full cost of treatment and orthoses and no refund will be given. (See T&Cs)

I understand and agree that communication with my clinician may be by phone, email, text or WhatsApp but my personal data will not be stored on any device used under the GDPR (General Data Protection Regulations 2018)

Data is processed in a manner that ensures appropriate security of personal data against unauthorised or unlawful processing. (Copy of Client Data Protection Privacy Policy on display in reception at Kingston and available on request for LOC satellite clinics)

It may be necessary for your clinician to take photographs/video and if appropriate request X-Rays.

I/We understand & agree to appear in photographs/video for the purposes of:

- Design of orthosis and medical notes
- Training
- LOC Publicity

I/We agree for the X-Rays to be used for the purposes of:

- Design of orthosis and medical notes
- Training
- Publication

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### **I have read and agreed to the above and to the:**

- Terms & Conditions
- Consent to Treatment
- Agree that my data can be processed in accordance with GDPR regulations
- Agree and understand that photographs of my treatment may be used as detailed above

Furthermore, I confirm that by simply attending my LOC appointment be that physical or virtual I am confirming my consent to the above requirements. I note that if the patient is under 18 years of age or unable to give these consents, I am giving all of the consents & agreements in my role as either parent or legal guardian of the patient.