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).

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, orthotic 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.
4. Throughout these Terms and Conditions, the terms "Appointment", "Sessions", and "Booking" shall have the same meaning and may be used interchangeably.

Interpretation:

5. 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
6. The consent form is a contract which means the legally binding agreement between you and LOC for the supply of services and goods.
7. Goods means any goods that we supply to you with the services, of the description as set out in the Order or by your orthotist.
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 or offer to provide services.
9. Services means the services, including any goods, of the description set out in the Order or by your orthotist.

Services & Goods

10. 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.
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 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 us and our authorized employees with all information required to perform the services and obtain all 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, we 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 an appointment has been made.
19. We require up-front payment for any assessment that is booked that is chargeable.
20. Any quotation or estimate of fees is valid for a maximum period of 30 days from its date.
21. 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.
22. We require a minimum of two working days' notice to cancel or reschedule an agreed and booked appointment. If this notice is not provided, the assessment fee may still be charged for the missed appointment. A further fee may also apply if the appointment is rescheduled. For patients attending Specialist Scoliosis-Specific Exercise Therapy sessions with Scoliosis SOS, appointments cancelled or rescheduled within two working days of the appointment date, or missed appointments, will incur a fee of £35 per hour payable to Scoliosis SOS. If this fee is not paid, the session will be lost and will still count towards the patient's block of treatment.
23. For pectus patients, Specialist Pectus-Specific Exercise Therapy appointments cancelled or rescheduled within two working days of the appointment date will incur a fee of £35 per hour. If a patient does not attend an appointment, they must pay a fee of £35 per hour to Scoliosis SOS, before booking any further sessions.

Conformity:

24. We have a legal duty to supply the goods in conformity with the order.
25. 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.
26. We will provide the following after sales service. We will make all required adjustments to all products giving Clients a full l 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 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.

27. 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:

28. We always welcome feedback from our clients and, whilst we always use all reasonable endeavors 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.
29. 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.
30. We aim to follow these codes of conduct, copies of which you can obtain as follows: SCPE available from https://www.hcpc.uk.org/aboutregistration/standards/standardsofconductperformanceandethics/

Fees and Payments:

31. 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.
32. Ahead of any upcoming appointment we would ask you to check that all payments on your account are up to date and paid in full to LOC as required. LOC reserve the right to decline any and all further treatments, assessments or manufacturing if payments are not up to date. If cash payments are made there will be a 1% handling fee added to your invoice.
33. Fees and charges will not have VAT added to them.
34. 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:

35. 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.
36. 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.
37. 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

38. Data Processing Compliance: LOC processes all personal and special category (health) data in strict accordance with the UK GDPR and the Data Protection Act 2018. We act as a Data Controller for the information we collect to provide your care.
39. Lawful Basis for Processing: We do not rely solely on consent. We process your data under the following legal grounds:
    - Contractual Necessity: To provide the goods and services you have requested.
    - Legal Obligation: To maintain accurate medical and financial records as required by law.
    - Healthcare Purposes: For the provision of health or social care treatment (Special Category Data).

40. Use of Personal Information: LOC will use your information to manage your patient record, process payments, and ensure the safety and efficacy of your treatment. We will not share your data with third parties for marketing purposes.
41. Shared Care and Third Parties: To provide comprehensive treatment and fulfil our service, LOC shares data with two categories of third parties:
    - Clinical Partners: We share relevant clinical information with external professionals involved in your treatment pathway, such as Physiotherapists, Case Managers, and referring Consultants, to ensure coordinated care.
    - Service Processors: Data is shared with essential third-party processors (such as secure clinical software, diagnostic labs, and payment gateways) where strictly necessary to fulfil our service to you.
    - Technical Support & Innovation Partners: We work with specialised, external technical experts who assist us in providing long-term support and troubleshooting for complex orthotic devices. To facilitate this, we may share relevant, pseudonymised technical and treatment data (where directly identifying details like your name and entirely removed). These partners use this data to assist with individual patient technical support and to analyse device performance to improve long-term technical care across our patient community.
42. Use of AI Technology: LOC utilizes AI technology to assist orthotists in expediting patient care and treatment analysis. This processing is conducted within a secure, GDPR-compliant environment. You have the right to object to the use of AI in your treatment; please notify your orthotist during your appointment if you wish to opt-out.

43. Data Retention: We retain your information only as long as necessary to fulfil our clinical and legal obligations, as outlined in the table below:

Patient Category	Retention Period
Adults (18+)	10 years after the conclusion of treatment.
Children & Minors	Until the patient's 26th birthday.
Financial Records	6 years plus the current financial year.

*Throughout this page, “treatment” refers to orthotic treatment provided by LOC.