

Terms & Conditions for Private Clients

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Introduction

It is important that you read and fully understand these terms and conditions before booking any of our any treatments or procedures. If you have any queries, please don't hesitate to speak to a member of our team, who will be more than happy to assist you

1. Our terms

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply services to you.

1.2 Why you should read them. Please read these terms carefully before you book any appointment. These terms tell you who we are, how we will provide services to you, how you and we may change or terminate this agreement, what to do if any problems arise and other important information.

2. Information about us and how to contact us

2.1 Who we are. We are Angel Active, the online name for Angel Chiropody & Podiatry (the Clinic), a division of officepodiatrist.com Ltd, which is a company registered in England and Wales. Our company registration number is 05951511 and our registered office is at 309 Hoe Street, London, E17 9BG.

2.2 How to contact us. You can contact us by telephoning 0207 2267006 or by writing to us at info@angelchiropody.com

2.3 How we may contact you. We would normally contact you by telephone or by writing to you at the email or postal address you provided to us on booking or by text message (SMS) to a mobile phone number if we are unable to reach you by telephone. We may respond directly through your messaging service of choice if you contact us through our website.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails WhatsApp and SMS.

3. Our contract with you

3.1 When the contract commences. A contract will come into existence between you and us when, upon your request for a specific treatment offered by us, an initial consultation appointment detailing date and time ("the Initial Consultation") is provided to you by us. Your request and our provision of the Initial Consultation may be provided verbally (in person or by telephone) or in writing.

3.2 Payment required. Online: You will be required to provide the full amount in person with your request for a specific treatment in order to secure the Initial Consultation. The payment is non-refundable except where the circumstances in clauses 6.2(a), 6.2(b) or 7.2 apply. Clinic: you will be expected to settle the full amount in person at the conclusion of your appointment.

3.3 Deposit requirements. In the situation where you fail to attend the Initial Consultation, a further consultation date may be requested by you. However, it is at our sole discretion whether or not a further consultation appointment is provided and, unless 24 hours' notice is given in accordance with clause 7.2(a), you will be required to pay a deposit to secure that appointment. The level of the further deposit will be at our sole discretion.

4. Providing the services

4.1 When we will provide the services. We will supply the services to you at the Initial Consultation and during any follow up consultations included in your treatment, or over a course of a set number or series of treatment appointments (or "Course(s)") commencing with the Initial Consultation, until we have completed the services. All treatments and Courses are as detailed on our website.

4.2 Continuity of services and training. We are unable to guarantee ongoing treatment with the same personnel, but continuity of care is accommodated wherever possible. All of our clinicians are trained and approved in accordance with our treatment protocols.

4.3 What will happen if you do not provide required information to us. It is your responsibility to ensure that we are provided with all relevant health related information prior to each treatment. Additionally, we may need other information from you so that we can provide the services to you, this will depend on the treatment to be undertaken. We will contact you to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 8.2(c)) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

4.4 Unfit for/unsuitable for/unlikely success of treatment. If we deem that:

- (a) you are medically unfit, see clause 8.1; and/or
- (b) you are unsuitable for your chosen treatment; and/or
- (c) your chosen treatment is unlikely to be successful,

we will inform you of the facts and reasons why we have reached this conclusion. If the Initial Consultation resulted in these findings, you will only be responsible for the cost of that Initial Consultation.

4.5 No Guarantee. We will provide the services with reasonable care and skill, but no clinical procedure is entirely risk free and the results of any particular treatment cannot be guaranteed. We reserve the right to refuse treatment if we feel that patient expectations are unreasonable.

4.6 Trust. We reserve the right to refuse or discontinue service where we believe that the professional relationship between patient and clinician is in bad faith on the part of the former.

4.7 Covid-19. In accordance with national guidance we have introduced additional safety protocols in response to the national emergency:

(a) All visitors to The Clinic will be requested to agree to a non-contact forehead surface temperature scan. Visitors who scan at a temperature of 38C or higher, will be asked to return home and seek medical advice.

(b) Visitors who refuse to agree to the scan or undertake the Covid-19 declaration will be asked to leave the premises. Visitors who refuse to comply with reasonable requests for observing social distancing will be asked to leave immediately. In cases of refusal, no refund will be offered for advance bookings.

(b) Visitors displaying flu-like symptoms may be refused entry and asked to re-book after a 14-day period. The decision of the clinician will be final. Where the Visitor displays or complains of one or more of the following symptoms – including, but not limited to fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhoea – will be asked to leave the premises. No refund will be offered for advance bookings.

(c) Visitors who have received an at-risk patient letter from the NHS, or someone who has been identified by the NHS as someone at risk of severe illness if they catch Coronavirus, are recommended to seek clearance before attending. Should you attend our clinic while categorised at-risk, you do so at our own risk and the clinic cannot be held responsible for your actions.

5. Attendance and pre-treatment preparation

5.1 You are required to be present at least 5 minutes before your appointment time. Late arrival may result in a reduction to your treatment time. If you are running late, please contact us and we will attempt to accommodate you, although we offer no such guarantees.

5.2 We will inform you of any specific preparations you will need to carry out before your treatment. Failure to make such preparations may result in your treatment being delayed, time-reduced or incurring additional costs. Where continued non-compliance occurs, we reserve our right to end this contract and hence treatment, without prior notice.

6. The Right to suspend or make changes

6.1 Your rights to make changes. If you wish to make a change to the services or the date or time of the Initial Consultation, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6.2 Our rights to suspend or make changes.

(a) Temporary suspension and minor changes to the services. We may have to suspend or change the services:

(i) due to circumstances beyond our control; and/or

(ii) to reflect changes in relevant laws and regulatory requirements; and/or

(iii) to implement minor technical adjustments and improvements.

These changes will not affect your use of the services and we will make every attempt to contact you to inform you of the cancellation and to re-arrange your appointment. We do not offer compensation in these circumstances.

(b) Long term/permanent suspension or significant changes to the services. In addition, we may have to suspend long term or permanently, or make more significant changes to the services, for example to change the prices for our services, but if we do so we will notify you and, should you wish, you may then contact us to end the contract. No refund will be made for any pre-paid treatments not provided at the suspension date.

(c) We may also suspend the services if you do not pay. If you do not pay us for the services when you are supposed to (see clause 10.4), we may suspend supply of the services until you do pay us.

7. Your rights to end the contract

7.1 You can always end the contract before the services have been supplied and paid for. You may contact us at any time to end the contract for the services, but in some circumstances, we may charge you certain sums for doing so, as described below.

7.2 What happens if you have good reason for ending the contract. If you are ending the contract for a relevant reason, set out at 7.2 (a) to (f), the contract will end immediately, and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

(a) you inform us in writing or by telephone at least 24 hours before the Initial Consultation that you wish to change the date and/or time of the Initial Consultation or any follow up appointment date(s); or

(b) we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 6.2(b)); or

(c) we have told you about an error in the price or description of the services you have ordered, and you do not wish to proceed; or

(d) there is a risk the services may be significantly delayed because of events outside our control; or

(e) we suspend the services for technical reasons, or notify you that we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or

(f) you have a legal right to end the contract because of something we have done wrong.

7.3 What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in clause 7.2, the contract will end immediately but we will retain the deposit paid under clause 3.2, as reasonable compensation for the net costs we will incur as a result of you ending the contract. In addition:

(a) if less than 24 hours' notice is given under clause 7.2(a) or any subsequent appointments are not attended, we will charge you a cancellation fee of £85 and any further bookings and/or continued treatment will be at our sole discretion and will require the payment of a further deposit, the level of which is at our sole discretion; or

(b) where your treatment is a Course, if less than 24 hours' notice is given of cancellation of any appointments in the Course, we will require full payment for the cancelled appointment before any further appointments can be scheduled or attended.

8. Our rights to end the contract

8.1 Medically unfit. We may end the contract at any time, if we deem you medically unfit to undergo the treatment requested.

8.2 We may end the contract if you break it. We may end the contract at any time by writing to you if:

(a) you do not make any payment to us when it is due;

(b) you repeatedly miss appointments; or

(c) you do not, within a reasonable time of us asking for it, provide us with information under clause 4.3 which is necessary for us to provide the services.

8.3 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.2, we will not refund any money you have paid in advance for services we have not provided. In certain cases, as a gesture of goodwill we may offer a refund, but we will retain your £85 payment, paid under clause 3.2, as reasonable compensation for the net costs we will incur as a result of your breaking the contract.

8.4 You are verbally or physically abusive to our staff or harass, intimidate or otherwise act in any manner that makes our staff or visitors feel as if they are being abused or threatened. We will press for the strongest possible penalties in all cases. Our staff have the right to work without fear.

9. If there is a problem with the services

9.1 How to tell us about problems. If you have any questions or complaints about the services, please contact us at info@angelchiroprpody.com

9.2 Summary of your legal rights. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights. This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

10. Fees and payment

10.1 Where to find the fees for the services. The fees for services will be set out in our Fees List in force at the date you book your Initial Consultation unless we have agreed another fee in writing. We take all reasonable care to ensure that the fees for services advised to you are correct. However please see clause 10.3 for what happens if we discover an error in the fees for the services you order.

10.2 What our fees include and exclude. The fees for the services include the Initial Consultation and the standard follow up consultations included in your treatment ("the standard treatment pathway"), as detailed on our website. We reserve the right to levy additional charges for any services falling outside the standard treatment pathway, which may include some follow up consultations, but you will be informed of any additional charges prior to them being incurred. Please note that costs are fully detailed at the time of booking. Your booking of your Initial Consultation designates your understanding and acceptance of the fees and your commitment to pay.

10.3 What happens if we got the fees wrong. It is always possible that, despite our best efforts, some of the fees listed may be incorrectly listed. We will normally check before accepting your order so that, where the service's correct fee at your order date is less than our stated fee at your order date, we will charge the lower amount. If the service's correct fee at your order date is higher than the fee stated in our fees list, we will contact you for your instructions before we accept your order.

10.4 When you must pay and how you must pay. You must full payment of the price of the services of your Consultation under clauses 3.2 or 3.3, either:

(a) in advance of the treatment being administered where booked online

(b) on the day of the Consultation where present at the clinic

We accept payment with most major credit/debit cards, or through our online payment processors Stripe, Square and PayPal. We do not accept cheques or cash. We do not offer discounts for professional services.

10.5 We can charge interest if you pay late. If you do not make any payment to in accordance with clause 10.4 we reserve all our rights to take action against you, including the right to pass the matter to a debt collection agency, and we will charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. You understand that the Angel Active reserves the right to refer non-payments to debt collection agents.

11. How we may use your personal information

11.1 How we will use your personal information. We will use the personal information you provide to us to:

(a) provide the services

(b) process your payment for such services; and

(c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

11.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

12. Other important terms

12.1 Smoking. We kindly request that you do not smoke for the duration of your appointment.

12.2 All patients under the age of 16 must be accompanied by their parent or legal guardian (documentation and ID must be provided upon arrival) at all times. A person receiving treatment is not deemed responsible in respect of this clause. We do not provide supervision of unaccompanied children under the age of 16 and so we are required to cancel an appointment without refund if this clause is not met.

12.3 Time Limits. Where your chosen treatment(s) is in several parts or is a Course, all parts of that treatment or Course must be taken within 12 months of the Initial Consultation. Any parts of your chosen treatment not taken within 12 months will be forfeited along with any pre-payments made.

12.4 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

12.5 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.6 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date

12.7 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

12.8 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. We can provide details on request.

Appointment Cancellation Charges Policy

Payable in advance when booking appointments:

For new clients booking an appointment with a Podiatrist: we will require the full amount from all online clients for all appointments with Podiatrists (both consultations and treatments). We will request advance payment in full for certain procedures, which will be discussed upon booking.

Cancellation charges are applicable in the following circumstances:

- Making contact within 24 hours of the scheduled appointment with a request to reschedule.
- Making contact within 24 hours of the scheduled appointment with a request to cancel.
- Failing to attend a scheduled appointment.

Where the client has paid in advance for a consultation or treatment...

The clinic will take the full advance payment as a fee. A further charge will be payable before a new appointment can be booked.

If an existing client cancels/rearranges within 24 hours of the scheduled appointment or fails to attend a scheduled appointment...

The clinic will request a £85 fee as payment for the missed appointment. This fee is non-refundable and will need to be paid before a new appointment can be booked. Appointments may only be rescheduled or cancelled by the available communication methods on our website. No other forms of communication are acceptable

Cancellation Fee Terms and Conditions:

1. All clients of Angel Active will be expected to agree to this 'Appointment Cancellation Charges Policy'. If a client refuses to sign & agree then Angel Active reserve the right to not offer any treatment.
2. These cancellation charges apply to every appointment offered by Angel Active no matter the cost.
3. Clients who cancel or do not attend due to exceptional circumstances will still be required to pay the appropriate cancellation charge before their next appointment is made. Angel Active will decide on a case-by-case basis whether to refund the charge.
4. Not receiving an appointment reminder via text/email is not considered a valid reason for not attending an appointment.

Reassessment appointments, or any appointment made as a result of genuine concerns about the treatment will also be free of charge. Angel Active reserves the right to apply a charge, indicated in advance, for our time in some circumstances. We will advise you of the time and date of your appointment.

As an existing client, if you cannot attend your appointment, we require at least 24 hours' notice in order to reassign your appointment time to another client. If you do not provide 24 hours' notice, you will be asked to formally accept and understand our full terms and conditions before you continue treatment by Angel Active. After this, if you cannot attend a further appointment and do not give the required 24 hours' notice, you will have to pay a cancellation fee of £85 for the appointment before you can continue treatment. We also reserve the right to discontinue future treatment with clients who repeatedly cancel appointments without the required notice.

Angel Active ask that you be present before your allotted appointment time, in order to complete any necessary paperwork and for any setup of equipment. Late arrival may result in your treatment or treatment time being reduced. If you are running late, it is important you contact the clinic so we can try and alter your appointment accordingly. If you are late, your appointment may be delayed further by later appointments being seen on time.

Angel Active will use its best endeavours to ensure that your appointment runs to time, however, there may be times when, for reasons beyond our control, your appointment is delayed. Due to unforeseen circumstances, it may be necessary to cancel your appointment at short notice. In the unlikely event that this becomes necessary we will make every attempt to contact you to inform you of the fact and to re-arrange your appointment for a mutually convenient time. We do not offer compensation if it is necessary for us to cancel your appointment.

Prior to your appointment we will inform you of any preparations you might need to make prior to treatment taking place. Failure to make any such preparations may result in your treatment being delayed, your treatment time being reduced, or extra costs being incurred.

We will always assess your suitability for treatment prior to any treatment being carried out. If we consider that you are unsuitable for the treatment you have enquired about, or if we consider that the treatment is unlikely to be successful, we will inform you of the fact and the reasons why we have reached this conclusion. In these circumstances you will only be liable for the cost of the initial consultation, where applicable.

Angel Active is not liable for any economic loss (including loss of profit), or for any other special, indirect or consequential loss or damage arising out of, or in connection with, its provision of any goods and/or services to the client. It is the client's responsibility to ensure that he or she provide Angel Active with all relevant medical details prior to each treatment. Angel Active will not be liable for any damage that occurs as a result of the client's failure to disclose such details.

Angel Active must regrettably decline to treat under 16's unless accompanied by their parent or legal guardian. Where an adult is receiving a consultation or treatment, an additional responsible adult must accompany a child under 16. If you are approved for treatment and are aged between 18 and 21, we may ask that you take some time between your consultation and treatment to consider your decision fully.

The decision to treat minors under 16 is considered on a case by case basis in conjunction with your GP. It is important to ensure that treatment is appropriate for that person.

Complaints Policy – A Summary

Angel Active has a written complaints policy, including the stages of the process and the timescale we aim to achieve in dealing with any complaint. A copy of our Client Complaints Procedure is available from reception, and a summary provided below:

- If you wish to lodge a complaint, the Registered Manager will be informed and will deal with the matter. If the complaint is made in person, you will be taken into a private area and time given to hear the comment or complaint in full.
- If the complainant is not the client, written consent must be provided by the client on whose behalf the complaint is being lodged.
- If the complaint is made in writing, the complaint will be recorded as such and the client invited to lodge an official complaint, laying out in details the circumstances of the complaint. This will allow us to deal with the complaint in a recorded and structured manner.
- The complaint can also be sent to the Patients Association, PO Box 935, Harrow, Middlesex, HA1 3YJ.

This is a summary of the complaints procedure. A full version is available upon request. Your comments and feedback are very important to us, please feel welcome to speak to a member of the Angel Active team.