

# Terms and Conditions

## 1. Podiatrists

All our podiatrists are registered with The Health & Care Professions Council (HCPC). HCPC registered practitioners must meet and maintain the standards required by the HCPC which is responsible for regulating Chiropodists/Podiatrists and protecting the public. Use of the titles "Chiropodist" and "Podiatrist" are protected by law and can only be used by HCPC Registrants

Our podiatrists' income is dependent upon fulfilling booked appointment slots so that if an appointment is cancelled both the Clinic and the Podiatrist lose income.

## 2. Appointments, Payments and Cancellations

### 2.1 Making Appointments

#### **First time at Brightwell Clinic and booking online**

**If you have not been treated at Brightwell Clinic before then you must book an Initial Appointment (and not a Standard/Follow up Appointment) as the Podiatrist needs to take a medical history and carry out an assessment in order to decide upon a treatment plan.** This normally takes longer than the time allowed for a Standard/Follow up Appointment. **However if you book a Standard Appointment when you should book an Initial Appointment then either (i) you will be charged the amount underpaid for an Initial Appointment if the Podiatrist is willing to treat you in the time allowed for a Standard/Follow up Appointment or (ii) you will not be treated at the booked appointment slot and you will have to re-book via the receptionist.**

Initial and Routine follow up appointments may be made on-line, by telephone and routine appointments may also be made in person at the conclusion of an existing appointment slot.

**Booking on-line is recommended as it enables you to select the available appointment slot most convenient for you.**

**By booking on-line you consent to the Clinic communicating with you by electronic means, e.g. with confirmation of the booking**

Bookings for other appointments (including Specialist Appointments) may be made with the Clinic receptionist or the Podiatrist either by telephone or at the conclusion of an initial or routine appointment

Specialist Appointments include (i) Biomechanical Evaluation (BME) (ii) Nail Surgery (Total Nail Avulsion (TNA) or Partial Nail Avulsion (PNA) (iii) Swift treatment of verrucae (Swift) (iv) Clearanail treatment of fungal nails (Clearanail) and (v) Podiatrist's Report

## 2.2 Payment terms

Payment by debit or credit card for your initial appointment or when making an online booking is required to secure the appointment slot. If you provide more than 2 working days' notice of cancellation of a booking and re-book an appointment the Clinic will retain the payment but credit it against the next re-booked appointment only

For other routine appointments payment is required at the end of each session of treatment.

The fees for BME's and Nail Surgery are due at the end of the main procedure even though there may be follow up treatments included in the fee. The fees for Swift and Clearanail treatments are due at the end of each appointment at which they are carried out.

## 2.3 Cancellation and Refunds

If you are unable to make your appointment, please contact us with not less than 2 working days' notice. However, if the Notice is received on a Thursday (when the Reading Clinic is closed) it will be deemed to be received on the following day. Please note the clinics are not open on Saturdays or Sundays.

The full appointment fee will be charged if you fail to attend your appointment or cancel with less than 2 working days' notice, actual or deemed.

Refunds of any fee paid to book an appointment slot will only be made if not less than 7 working days' notice of cancellation is given by email or letter received by the Clinic. Otherwise, refunds are at the discretion of the Clinic.

The Clinic reserves the right to cancel appointment(s) where a podiatrist is sick or where the Clinic is unable for good reason to be treat the patient. However, the Clinic will offer a replacement appointment in such case.

## 2.4 How can payment be made?

Brightwell Clinic accepts any of the following:

- Cash
- Cheque
- MasterCard or Visa Credit cards
- Visa Debit and Maestro debit cards

### **3 Private Health Insurance Policies**

Invoices issued at Brightwell Clinic contain details of the insurance company provider numbers of the relevant practitioner.

Whilst some of the fees and charges may be recoverable under insurance policies not all items treatments or items prescribed will be paid for by insurance companies.

Even though you may have cover, the practitioners at Brightwell Clinic require payment as above and you will be provided with an invoice to support your application to the insurance company for reimbursement of the allowable cost of treatment.

### **4. Orthoses**

#### **4.1 Satisfaction Guarantee**

In the rare instance you are not happy with your orthoses, and every effort has been made by the practitioner and yourself to resolve any issues. We will refund you the cost of the devices. We are unable to refund you the appointment time costs as our professional opinion was offered in good faith.

#### **4.2 Orthoses Refurbishment**

When your devices need refurbishment return them to us along with prepayment for this refurbishment and we will have them returned directly to you. This process usually takes 2 weeks.

### **5. Practical Matters**

#### **5.1 Nail Polish**

Please could you ensure that your nail polish is removed from your toenails before your appointment. Failure to do this cuts into your appointment time and means that we have less time to spend treating your presenting complaint. We are not able to remove Shellac or Gelish polish from nails.

#### **5.2 Dogs**

We are sorry, but no dogs are allowed in the clinic unless they are guide dogs or dogs for the disabled

## 6. Personal and Medical Information

### 6.1 Personal Information

Brightwell Clinic is subject to the General Data Protection regulation and to established protocols about the confidentiality of the information of patients who consult with, or receive treatment from, any practitioners at Brightwell Clinic.

Brightwell Clinic does not collect any personal information about persons visiting this website.

### 6.2 Medical Information

Medical Information means your name and address and other identifying personal information, medical history, referral correspondence, treatment notes, reports and correspondence with medical practitioners, prescriptions to be sent to third party suppliers, test information, video footage obtained in gait analysis and any information derived from the use of F Scan. Practitioners may write to your GP or to the medical practitioner referring you to the Brightwell Clinic to report on the consultation and treatment and disclosing medical information. The records and medical information of a patient of one practitioner may be disclosed to another practitioner within Brightwell Clinic to whom you are being referred for further consultation and treatment. You will be asked to formally consent to such disclosure of medical information when completing the Clinic's registration form.

Medical information will also be disclosed to LBG Medical Limited when a prescription is written for any orthotic device Brightwell Clinic may from time to time contact you by letter, telephone, fax or email concerning your treatment or any appointment you may have at the clinic. No medical information (other than name address and details of the appointment) will be quoted in any such communication other than one in a personally addressed and sealed letter sent by hand delivery or on the post .

All medical information collected from you will be kept confidential and will only be used in connection with any consultation and treatment you receive save as mentioned under the next heading.

However sometimes Brightwell Clinic may be required by law to disclose information about you, including medical information, to comply with Legal requirements.

### 6.3 Other Communications with you

In addition, Brightwell Clinic may communicate with you for marketing purposes or to inform you of any matter which the practitioners feel will be of interest to you. We will ask you for your consent for such communication

## 7. Consent to treatment

### 7.1 General

Before any patient can be examined or treated he or she must give informed consent to such examination or treatment. At Brightwell Clinic you will be asked on the Clinic Registration Form to indicate whether or not you consent to examination and treatment and to disclosure of medical information to your GP.

### 7.2 Consent for Children and Young People

#### 7.2.1. Over-riding principle

Before examining or treating a child or young person a practitioner at Brightwell Clinic must seek a valid consent.

\* Young people aged 16 and 17 are presumed to have the competence to give consent for themselves

\* Younger children who understand fully what is involved in the proposed procedure can also give consent (the child is said to be 'Gillick competent' although their parents will ideally be involved).

\* In other cases, someone with parental responsibility must give consent on the child's behalf, unless they cannot be reached in an emergency

#### 7.2.2. Gillick Competence

In the case **Gillick v West Norfolk and Wisbech Area Health Authority [1985] 3 All ER 402 (HL)**. The House of Lords was asked to rule on the giving of consent in the case of a child. Lord Justice Scarman said:

'As a matter of law the parental right to determine whether or not their minor child below the age of 16 will have medical treatment terminates if and when the child achieves sufficient understanding and intelligence to enable him to understand fully what is proposed.'

This has become known as Gillick Competence.

#### 7.2.3. Consent for Child under 16 who is not Gillick Competent

The consent must be given by a person with parental responsibility. Typically this will be:

1. the mother who automatically has parental responsibility
2. the father where he is married to the child's mother

3. a father, who is not married to the child's mother but who has a current residence order in respect of the child.

It is the responsibility of the person giving consent to confirm that he or she has parental responsibility for the child being treated. Please do not be offended if the practitioner specifically requests such confirmation.

## **8. Copyright information**

### **8.1 Brightwell Clinic logo**

The logo and the device 'treating the body in motion' are a registered trade mark belonging to the AB 2004 Limited and may not be reproduced in whole or in part except with the written consent of AB 2004 Limited

### **8.2 Copyright**

The content of this website is the copyright of AB 2004 Limited and all rights are reserved. The information contained in the site may not be printed, downloaded or reproduced for commercial purposes but extracts may be printed or downloaded for personal use only.

### **8.3 Disclaimers**

#### **8.3.1 Website content**

The information given on this website is given for general information and in good faith and may be changed without notice. The practitioners at Brightwell Clinic have used reasonable care in collating the information and that it is accurate. However it is not intended to be or to provide any person with any diagnosis of any condition which he or she may believe himself or herself to be suffering from. The practitioners at Brightwell Clinic can only accept responsibility for treatment or advice given during an appointment and after a full medical history has been taken.

To the extent that is permissible by law, AB 2004 Limited and the practitioners at Brightwell Clinic exclude all liability for any loss or injury that a person may suffer from making use of the content of this website unless the same is specifically confirmed in a consultation with a practitioner.

## **9. AB 2004 Limited**

AB 2004 Limited is the proprietor of the premises known as 1 Brightwell House which house Brightwell Clinic.

AB 2004 Limited requires Brightwell Clinic to take reasonable precautions for the security of the premises and to make them reasonably safe for the purposes of the Occupiers Liability

Act 1957 for those persons visiting the practitioners at Brightwell Clinic; however AB 2004 Limited is not the occupier of the of the Brightwell Clinic premises.

For the avoidance of doubt whilst a room is occupied by a Brightwell Clinic Practitioner or Affiliate AB 2004 Limited will not accept any liability for injury arising from the manner in which the room is being used nor will AB 2004 Limited accept any responsibility or liability whatsoever for the treatment provided by a Brightwell Clinic practitioner or Affiliates who are independent contractors notwithstanding that they may practice under the banner of Brightwell Clinic, Brightwell affiliates or otherwise from Brightwell House.

## **10. Parking**

The Clinic has parking for its staff. Patients who travel by car are therefore requested to park in the Queens Road Car Park or on meter parking in Sidmouth Street or South Street.

If requested at the time of booking for a patient with a disability who is either a Blue Disabled Badge Holder or being brought to the clinic by taxi or car, the Clinic can make available one space for the appointment duration if not already then pre-booked.

Otherwise, parking at the Clinic is not available and must not in any circumstances take place on the private spaces allocated to 2 Brightwell House