Terms and Conditions

1. Podiatrists

All our podiatrists are registered with The Heath & 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

2. Appointments, Payments, Cancellations & Refunds

2.1 Making Appointments

1. First time at Brightwell Clinic

If you have not been treated at Brightwell Clinic before or it is more than three years since your last appointment 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**.

2. **Booking on-line**

This is available for all treatments (other than those listed in 3(b) below) and is recommended as it enables you to select the available appointment slot most convenient for you.

3 Booking by telephone or in person

.(a) All treatment appointments may be booked in person at the clinic or by telephone

(b) The following appointments **must** be booked in person at the clinic or by telephone and **cannot** be booked on line**:**

(i) Casting or re-cast appointments

(ii) Nail Surgery (Partial Nail Avulsion (PNA) or Total Nail Avulsion (TNA) and all re-dressing or follow up appointments specified in the treatment packages)

(iii) First appointments for Swift or Clearanail treatments (however, second and subsequent appointments can be booked online)

(iv) Professional Podiatry Reports

(v) Diabetes assessment

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

2.2 Payment terms

1. Payment by debit or credit card or cash is required in full at the time of booking to secure the appointment slot. (unless part payment is specified below)

2. **BME and Nail Surgery**

   Fees (including any included follow up or re-dressing appointments) are payable as to the podiatrist's treatment fee at time of booking the appointment and the balance of the fee is payable on completion of the main appointment

3. **Swift and Clearanail**

   Swift or Clearanail treatment fees include both (i) a standard appointment fee and (ii) use of the specialist equipment and consumables required to deliver treatment

4. **Swift and Clearanail Treatments**

   Please note an initial Swift or Clearanail appointment has to be made by telephone or in person after such treatment is recommended by the podiatrist and agreed with you as the treatment plan.

   If the podiatrist recommends either such treatment and you and the podiatrist agree that it should be carried out during the same appointment the Swift or Clearanail treatment fees (at 3(i) and (ii) are payable in addition to the fee for the standard appointment

   For any subsequent Swift or Clearanail treatment appointments a payment of the fee for a standard/follow up appointment is required on booking such an appointment. The equipment/consumables element of the fee will be payable at the time of such appointment if the podiatrist and you agree that further Swift or Clearanail treatment is required.

5. **Podiatry Report**

   The fee is payable as to 50% at time of booking and the balance before the report is released either to you or a medical practitioner

6. **Short Appointments**

   These appointments are generally for reviewing existing treatments or for routine treatment which can be carried out in a 15-minute slot. As such they can only be booked at the instigation of the podiatrist either in person or by telephone. The fee is payable at the time of booking.

2.3 Cancellation and Re-scheduling of Appointments

1. **Method of giving notice of cancellation:**
   If you wish to re-schedule or cancel a booking you must as soon as possible:-

   (a) **where an email address has been registered with Brightwell Clinic**, notify Brightwell Clinic receptionist by email at info@brightwellclinic.co.uk of the booking that you wish to cancel or rearrange:

(b) **where no email address has been registered with Brightwell Clinic,** speak to the Reception at Brightwell House or (when Reception is closed or busy) leave a voicemail stating (i) the name of the patient (ii) the date and time of the appointment and (iii) the reason for cancellation

2. **Time of receipt of Notice:**

(a) When notice is given by email received within the working hours of Reading Clinic the Notice is received at the date and time recorded as the date and time of receipt of the email.

(b) If notice is given pursuant to 1(b) above within the working hours of Reading Clinic the notice is received at the date and time Reception receives the call or the voice mail is recorded

(c) If the email, telephone call or voicemail is received at any time outside of the working hours of Reading Clinic it will be deemed to have been received on the next day when the Reading Clinic is open for treating patients

(d) Please note the clinics are closed on Saturdays or Sundays and opening hours are displayed on the website www.brightwellclinic.co.uk

3. **Effect of booking on statutory cooling off period**

If you book within 14 days of the date of your appointment then you are making an express request for treatment at the booked appointment time and date and agree to waive the benefit of the standard 14 day 'cooling off period' where you would otherwise be entitled to cancel and receive a full refund of the appointment fee.

2.4 Refunds

1. The payment of the booking fee secures (i) the exclusive entitlement to the time and date of the appointment and (ii) the cost of the podiatrist's time for that appointment.

3. **Cancelling an appointment may result in a loss of income to both the podiatrist and Brightwell Clinic as well as administrative time and card fees as the shorter the period of notice is the more unlikely that the appointment slot can be taken by another patient**.

3 In order to balance the loss as a result of cancellation **the refund policy of Brightwell Clinic is as follows**

No of Clear working days' notice received by Brightwell Clinic of cancellation or request for Re-scheduling of an appointment	**Amount of Booking Fee refunded**
If you do not attend at the booked appointment; or If you are unable to receive services because you are not in an appropriate physical condition	0%
Less than 2 working days	0%
2 or 3 working days	50%
4 or more working days	100%*
• Less an Admin fee of £10	

4 Refunds will only be paid to the cardholder or person who made the original payment and will be made through the same means as payment was made.

5 The Clinic may, however, provide a refund in excess of the percentage shown in the above table

where, in its absolute discretion, it considers it appropriate to do so

6. **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 patent. However, in such case, the Clinic will offer either a replacement appointment or a treatment by another podiatrist at the booked appointment slot. No refund will be made if that offer is not accepted.**

2.4 How can payment be made?

Brightwell Clinic accepts any of the following:

- Cash
- Cheque
- MasterCard or Visa Credit cards
- UK bank 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 (but not otherwise) we will refund you the cost of the devices but only on surrender of the devices to Brightwell Clinic in the same condition as issued. 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 these 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 Regulations 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, except such information as is required by the payment card processing company and which is shared with Brightwell Clinic.

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 the orthotic device laboratory 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 in the post or sent securely by email .

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 From 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 trade mark belonging to the Susan Sandall and may not be reproduced in whole or in part except with the written consent of Susan Sandall

8.2 Copyright

The content of this website is the copyright of Susan Sandall and all rights are reserved, except where other information or data of third parties is referred to or contained in the website when the copyright in that information or data belongs to the third party. The information contained in the site may not printed downloaded 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 the 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, Susan Sandall 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. 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 may 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

10. Respect for Clinic Staff

The Clinic staff aim to treat you with respect and you will be provided with professional care and attention during the time you are at the clinic. Accordingly, any shouting or dis-respecting of any member of the staff, abusive or threatening behaviour will not be tolerated and you will be asked to leave Brightwell House and in appropriate cases the police may be called