

Below are the terms and conditions (**Terms**) on which Beauchamp Foot Care (**us**) provides the laser treatment (**Treatment**) to you (**you**).

Please read the Terms carefully before you agree that we will carry out the Initial Consultation and/or the Treatment. If you have any questions please ask us before signing this form. Once you have signed this form these Terms will be binding on you and us.

The exact foot care services we will provide to you will depend on the outcome of the Initial Consultation.

1. Initial Consultation

1.1. Before we provide the Treatment we require that you and your practitioner go through an initial consultation (**Initial Consultation**) which consists of the following:

- a) Your practitioner will ask you to complete a form (**Health Assessment Form**). This will record details of the toenail or fingernail fungus and other foot conditions you are suffering from, as well as details of your current state of health, any other medical conditions you have and any medication you are taking.
- b) Your practitioner will carry out an assessment of your feet or hands. If it is not clear from an inspection whether a fungal infection is the cause of your condition, your practitioner will take a sample of the nail to send away for testing. If a diagnostic test is required a further charge will be payable as per clause 3.3.
- c) Your practitioner will discuss the type of condition and symptoms you have and whether you are suitable for the Treatment. You will have the opportunity to ask your practitioner any questions you may have about the Treatment.
- d) If your practitioner considers that you are suitable for the Treatment they will explain to you which toenails or fingernails are to be treated and the extent of the preparatory work and aftercare required.

1.2. The outcome of the Initial Consultation will be recorded on the Health Assessment Form. Your practitioner will ask you to sign the Health Assessment Form to confirm that the information you have provided, and what has been agreed between you and us, is recorded accurately.

1.3. The Initial Consultation normally takes approximately 30 minutes and is chargeable at the clinic's price in force at the time.

1.4. Please note that as a result of the Initial Consultation your practitioner may decide that you are not suitable for the Treatment. Your practitioner's decision is final and we have no obligation to provide the Treatment to you in these circumstances.

2. Booking and Cancellation

- 2.1. You may book the Treatment to follow immediately after the Initial Consultation or at a later date.
- 2.2. Credit or debit card details are required at the time of booking to secure your appointment. Your card will be charged 50% of the cost of the Treatment as a deposit.
- 2.3. 24 hours notice is required if you wish to cancel or change an appointment. A refund of your deposit will only be given for appointments cancelled with more than 24 hours notice.
- 2.4. If we need to cancel or change an appointment for any reason we will give you as much notice as is practically possible however we reserve the right to cancel or change an appointment at short notice if necessary.

3. Prices

- 3.1. All prices are listed on our website and may change from time to time. You shall pay the price in force at the time of booking.
- 3.2. The cost of the Treatment will depend on whether one or both feet/hands are to be treated. Your practitioner will confirm this at the Initial Consultation. We usually recommend that both feet, or hands, are treated to minimise the risk of cross infection.
- 3.3. Additional charges are payable if a diagnostic test or full chiropody session is required before the Treatment. Your practitioner will confirm whether these are required at the Initial Consultation.
- 3.4. If further sessions of the Treatment are required these will be charged at the price shown in the then current price list.

4. Provision of the Treatment

- 4.1. We will only provide you with the Treatment if you are assessed as suitable for the Treatment following the Initial Consultation.
- 4.2. If there is a significant period between your Initial Consultation and Treatment we may at our discretion:
 - a) ask you to confirm in writing that the information you provided on the Health Assessment Form remains accurate and that nothing of significance has changed in your medical condition or complaint or lifestyle which will affect the Treatment; or
 - b) not provide the Treatment until you have gone through another Initial Consultation.

- 4.3. If we have any concern as to your suitability for the Treatment we may at our discretion ask you to provide a letter from a medical doctor indicating that you can receive the Treatment.
- 4.4. Your practitioner will provide the Treatment to you using reasonable care and skill and complying with commonly accepted practices, standards and clinical guidelines of the podiatry profession.
- 4.5. At any time during a Treatment if your practitioner considers that:
 - a) you are not following reasonable instruction; or
 - b) you are behaving or acting unreasonably or are offensive;

then your practitioner may at their sole discretion stop the Treatment and not continue it. There will be no refunds for Treatments which are not completed for the reasons set out at 4.5 (a) and (b) above.

5. Results and Disclaimer

- 5.1. Your practitioner may take before and after photographs to record the results of the Treatment and you confirm you agree that we may use such photographs for medical, research or publicity purposes.
- 5.2. In relation to the Treatment you confirm you understand that:
 - a) during the Treatment there may be a feeling of warmth or pain in the area being treated;
 - b) there may be a risk of side effects that are unknown;
 - c) there is no guarantee that the Treatment will be effective, the fungus may not be completely destroyed, the nail may become re-infected or there may be other types of infection in the nail which the Treatment cannot help;
 - d) that even if the Treatment is effective the appearance of the nail may not improve;
 - e) you may need more sessions of the Treatment and there are additional charges for additional sessions; and
 - f) post-treatment care is an important part of the Treatment and you must use the aftercare kit as instructed and comply with all post treatment recommendations to give the Treatment the best chance of success.
- 5.7. You further agree and confirm that you will not be entitled to a refund of the Treatment price and we

will not be liable to you in any other way in the event that you are not happy with the results of the Treatment.

- 5.8. For the avoidance of doubt and notwithstanding the above our liability is limited to the higher of the Treatment price or our insurance cover in the event that our liability is insurable.

6. Data Protection

We will only use the personal information you provide to us to provide the Treatment to you or to inform you about other services that we provide, unless you tell us that you do not want to receive this information. We will not pass your data to third parties.

7. General

- 7.1. The information on the Health Assessment Form and these Terms set out the whole of the agreement between you and us relating to the provision of the Treatment. In the event that the information on our website conflicts with these Terms these Terms shall prevail.
- 7.2. If any court or competent authority decides that any of the provisions, or any part of any provision, of these Terms is invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 7.3. If we fail to exercise our rights or remedies under these Terms that does not mean we waive the right to do so. If we do waive a default by you that does not mean that we will waive any subsequent default. No waiver by us of any of these Terms shall be valid unless we confirm it in writing.
- 7.4. We reserve the right to vary these Terms at any time.
- 7.5. These Terms shall be governed by English law and we both agree to the exclusive jurisdiction of the English courts.

I confirm that I agree to these Terms and consent for you to provide the Treatment to me

Signed _____ Print name _____ Date _____