New Care Plan Terms and Conditions

Updated 1st October 2024

Please read these terms and conditions carefully. They contain the terms under which we make available to you (**"Member"**, **"you"**)) our Care Plan advertised on our website www.frithsopticians.co.uk or at one of our branch stores.

These terms and conditions incorporate our general terms and conditions which are available at www.frithsopticians.co.uk/terms.php These Care Plan terms and conditions override any conflicting provisions in our standard terms and conditions.

We are Shaftesbury Eyecare Ltd, trading as Robert Frith Optometrists, Shaftesbury. We are a private limited company registered in England and Wales under company number 15050040 and the address of our registered office is Unit 17, Kingsmead Business Park, Gillingham, Dorset, SP8 5FB (**"Friths"**, **"we"**, **"us"**, **"our"**).

You agree that, by accessing our website and/or ordering any of our Care Plan products or services from our website or from one of our stores, you will be bound by these terms and conditions.

Where you find information about us and our products

You can find everything you need to know about us, Shaftesbury Eyecare Ltd, trading as Robert Frith Optometrists, Shaftesbury, and our products and services on our website www.frithsopticians.co.uk or from our sales staff in one of our practices before you order. We will also confirm the key information to you in writing after you order, either by email, in your online account or on paper.

Definitions

1. "Friths/we/us/our": refers to the Robert Frith group of independent opticians as set out above which offers the Direct Debit Care Plan.
2. "Member/you": refers to you, the individual who has agreed to these Terms and Conditions in order to receive services under the Direct Debit Care Plan.
3. "Plan": refers to the tier of service selected by the Member, namely Bronze, Bronze+, Silver, Silver+, Gold, Gold+, Platinum or Platinum+.
4. "Minimum Term": refers to the initial fixed period during which you agree to subscribe to the Plan.

Agreement to Terms: New Care Plan and Direct Debit

By signing up for the Direct Debit Care Plan, you agree to be legally bound by these Terms and Conditions.

Plan Tiers and Monthly Fees

1. Bronze Plan	£7.50 per month	**5. Gold Plan**	£12.00 per month
2. Bronze+ Plan	£8.50 per month	**6. Gold+ Plan**	£13.00 per month
3. Silver Plan	£10.00 per month	**7. Platinum Plan**	£14.00 per month
4. Silver+ Plan	£11.00 per month	**8. Platinum+ Plan**	£15.00 per month

Each Plan includes specific services and benefits, which are detailed in the Direct Debit Care Plan Service Description Document.

Minimum Term

The Minimum Term for each Plan is as follows:

1. Bronze Plan	12 months	**5. Gold Plan**	18 months
2. Bronze+ Plan	12 months	**6. Gold+ Plan**	18 months
3. Silver Plan	12 months	**7. Platinum Plan**	18 months
4. Silver+ Plan	12 months	**8. Platinum+ Plan**	18 months

You agree to subscribe to the Plan for the entirety of the Minimum Term.

Payment

1. The Member agrees to pay the monthly fee for the selected Plan in advance via Direct Debit, with the exception of the first month's fee which may be paid in advance via card, cash or cheque in practice.
2. Payment is due on the first business day of each month.
3. If a payment fails, Friths will notify the Member and attempt to take payment again within 7 days.
4. If you fail to make a payment on time, you may incur the following late payment charges which become payable immediately when they are incurred. These charges are payable by you in addition to any other of our rights referred to in these terms and conditions. The charges are as follows:

   (a) £15 for failure to pay the subscription on the due date.

   (b) £30 for failure to pay the missed subscription within 7 days of the date of a written (including emailed) reminder.

   (c) £45 for a failure to pay the arrears and accrued charges within 7 days of the date of a Final Notice. In addition, payments other than by Direct Debit will incur a £5.00 charge and any cheque returned unpaid by your bank will incur charge of £10.00.

Period of your Commitment

1. If you subscribe to the Care Plan then you agree to subscribe monthly for the services provided by us and to remain a subscriber for the minimum period of the contract (**"Minimum Period"**).
2. Your subscription starts immediately and you will be entitled to all the rights and privileges extended to you for the level of subscription chosen.
3. Once you have completed the minimum number of Direct Debit payments, we will automatically continue to collect the agreed Direct Debit payment amount on the frequency chosen at the time of setting up the Direct Debit Instruction. Your contract will continue until terminated in accordance with these terms and conditions.
4. We will continue to collect your monthly subscription after the Minimum Period. Should you not wish to continue subscribing after the Minimum Period, you must give notice to cancel the contract at least 1 calendar month before the final payment of the minimum period. If you wish to cancel the contract at any time after the Minimum Period, you must give us at least 1 calendar months' notice in writing, including by e-mail.

Price Adjustment

1. The monthly fee for each Plan may be adjusted in line with the annual percentage change in the Consumer Price Index (CPI) as published by the UK's Office for National Statistics. You acknowledge and accept this. In addition, the monthly fee may also increase further in line with market conditions, supplier price increases or as a result of additional services offered as part of the Plan.
2. We will give you a minimum of 30 days' notice before any price adjustment takes effect.
3. The monthly fee for each Plan will not be adjusted more frequently than once for (a) any CPI increase and (b) any additional market price increase in any 12-month period during your Plan.
4. If you do not agree to a price increase in excess of the annual percentage change in the CPI, you may terminate your contract with us, without penalty, by providing us with written notice of termination (including by email), within 30 days of our notification to you of the price increase.

Cooling off period

Your contract with us commences once you have indicated your acceptance in the declaration section of the contract provided to you.

You have 14 full days after signup to cancel the contract for any reason. To exercise this right, you must inform us of this by post, email or telephone using the details provided to you by us.

If you exercise your right to cancel, we will reimburse you all joining and subscription fee payments received from you using the same means of payment you used for your initial transaction.

If you have used the service before requesting cancellation, we will reduce your subscription fee refund by a pro rata amount equal to the amount of the services used or discounts you have received.

If the value of services used or discount received by you exceeds the subscription fee then you will be liable to pay the difference to us within 28 days of cancellation.

Termination and Cancellation

1. After the Minimum Term, you may cancel the automatic monthly renewal of this contract at any time by providing us with at least 1 months' notice in writing (which can include by e-mail to us at our regular email address).
2. We may terminate the subscription if you fail to make two consecutive monthly payments. We may also end the contract with you and claim any compensation due to us if you do not make any payment to Friths when it is due and you still do not make payment within 14 days of Friths reminding you that payment is due. You will be deemed to have breached your contract with us in this eventuality.
3. If you fail to pay any amount due under this agreement for a period of more than 30 days, then we may pass the debt to a third party company for collection. The costs incurred in employing the third party company will be borne by you, including the costs in tracing you should you have changed address without telling us.
4. Any changes to these Terms and Conditions will be communicated to the Member with a minimum of 30 days' notice. You have the right to cancel the Plan if you do not agree to these changes, subject to the Minimum Term requirement.
5. During the Minimum Period you may cancel the contract only:

    (a) if we fail to maintain the standard of service you would reasonably expect; or

    (b) if we alter the operating hours of the services unreasonably resulting in you being subsequently being unable to access the services; or

    (c) if you develop a medical condition which prevents you from using the services on an ongoing basis. We may ask for an appropriate medical practitioner to provide written evidence that this is so; or

    (d) If you move away from the area by a distance which we consider, in our sole discretion, to be too far to travel to the services for regular use. We may require evidence that such a move has taken place.

    (e) if you lose your employment and are subsequently unable to keep up your repayments under this contract. We may ask you to produce documentary evidence and will work with you to find a payment plan that is affordable, which may include pausing payments for a period of time. We will then review your financial situation with you.

Termination Payment for Early Cancellation by You

If you cancel your subscription during the Minimum Period, other than in the circumstances set out above, we shall be entitled to a termination payment ("Termination Payment") which will be the total of:

1. Any arrears;
2. Any accumulated late payment charges that have been or will be incurred; and
3. The monthly subscriptions that would otherwise have fallen due before the end of the Minimum Period.

Change in products and terms

We can always change a product to reflect changes in relevant laws and regulatory requirements.

Suspending supply

We can suspend the supply of a service. We do this to:

- Deal with technical problems or make minor technical changes;
- Update the service to reflect changes in relevant laws and regulatory requirements; or
- Make changes to the service.

We will let you know, may adjust the price and may allow you to terminate. We will contact you in advance to tell you that we are suspending supply, unless the problem is urgent or an emergency.

Compensation for loss

We are responsible for losses you suffer caused by us breaking this contract, unless the loss is:

- Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted the order meant that we should have expected it (so, in the law, the loss was unforeseeable).
- Caused by a delaying event outside of our control.
- Avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.

Personal data as set out in Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice, which is available to view at www.frithsopticians.co.uk/privacy.php or by enquiring at one of our practices.

Complaints Policy

We will do our best to resolve any problems that you have as per the Complaints Policy available at one of our practices or online at frithsopticians.co.uk/general/complaints

Other important terms

No other person has any rights under this contract. This contract is between Friths and the Member. Nobody else can enforce it and neither party will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to, but that does not mean we cannot do it at a later date.

Governing Law

This agreement is governed by the laws of the United Kingdom and is subject to the jurisdiction of the UK courts.

PATIENT COPY

Acceptance: important – please read carefully

You confirm that you have read, understood, and agreed to these Terms and Conditions upon signing up for the Direct Debit Care Plan.

When signing for the Direct Debit Care Plan, you also confirm that you have read, understood and agreed the terms of the Direct Debit Care Plan Service Description Document which explains the full details of the services included within your selected Plan.

Patient or parent/carer		Robert Frith representative	
Signature	______________________	Signature	______________________
Print name	______________________	Print name	______________________
Date	______________________	Date	______________________

Robert Frith Optometrists, Shaftesbury
Wesley House
12 Bell Street
Shaftesbury
Dorset
SP7 8AR

Telephone
01747 854761

Email
shaftesbury@frithsopticians.co.uk

PRACTICE COPY

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Patient or parent/carer

Signature ______________________

Print name ______________________

Date ______________________

Robert Frith representative

Signature ______________________

Print name ______________________

Date ______________________

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