

# conditions of client's registration

## 1 Explanation of terms used

In these conditions governed by English law, 'the contract' means these conditions and the contract you have signed; 'your optician' means the optician's practice named in the contract form; and 'Eyeplan' means Eyeplan Ltd.

## 2 Services to which you are entitled

The contract entitles you to receive all the services normally provided by your optician in the course of providing you with his or her professional eyecare; including at least one eye examination in each year and advice necessary to maintain the health of your eyes.

## 3 Services provided by another optical practitioner

Your entitlement under the contract is with your optician alone. If your optician arranges for a colleague at another practice, during temporary absence, to provide eyecare services on his or her behalf, this will be covered by the contract. However if you are referred for specialist examination or treatment to another practitioner who provides services independently of your optician, that will not be covered by the contract and you will be responsible for the other practitioner's fees.

## 4 Eyeplan Accidental Damage Scheme

On becoming entitled to services under the contract you also become entitled (if included in your particular scheme) to cover under the Eyeplan Accidental Damage Scheme. The scheme covers accidental damage to all new spectacles you purchase whilst this contract is in force and is subject to terms and conditions which Eyeplan may vary from time to time without notice. Each pair of new spectacles you purchase is covered under the scheme for a fixed period of time starting on the date of purchase. All claims are subject to Eyeplan's agreement and a small excess charge. Except as mentioned in condition 11, this scheme continues, until the contract comes to an

end. The current terms and conditions of the scheme are normally available from your optician's practice.

## **5 Payment**

You must pay the monthly fee to Eyeplan as collecting agent for your optician. Any other amounts due to your optician are payable directly. Your liability to pay the monthly fee continues until the contact is ended in accordance with these conditions; and no refund of the fee will be allowed except in the case of administrative error.

## **6 Family discount**

Your optician will allow you whatever family or other discounts from any initial registration charge and monthly fees that are applicable to you and your scheme under your optician's discount terms published from time to time.

## **7 Alteration of monthly fee**

The monthly fee may be altered by your optician at any time but you must be given at least two weeks notice of any increase. The net amount payable each month will also change according to any variation in discount available to you.

## **8 Direct debit/card payment changes**

Following a decrease of monthly fee or variation in the discount available to you, your direct debit will be changed immediately. Where you are given notice of an increase in monthly fee your direct debit/card payment will be changed at the end of the notice period unless in the meanwhile you end the contract.

## **9 Your responsibilities**

You must keep appointments made with your optician, and pay any 'missed appointment' fee reasonably charged should you fail to do so. You must also attend your optician when requested for regular examination under your entitlement in the contract and promptly inform him or her of any injury, problem with your ocular health or spectacles/contact lenses, or any other material matter affecting you;

and if you fail to do any of this you will be liable to pay any fee reasonably charged which would otherwise have been avoided.

## **10 Ending the contact**

After the 18 month minimum contract period or 6 months after your last routine eye examination whichever the greater you may end your contract on payment of any outstanding sums due to your optician by giving not less than 21 days notice expiring on the last day of a month. Your optician may end the contract by giving you notice expiring on the last day of a month after two months.

## **11 Non payment**

If the monthly fee is unpaid one month after it is due, your optician may end the contract immediately by giving you written notice to that effect. If this happens the Accidental Damage Scheme will also end immediately; but you will still be liable for all sums outstanding to your optician.

## **12 Variation of conditions**

These conditions may be varied on one month's written notice given by your optician. If you do not wish the contract to continue having regard to any variation notified to you, you may end it as mentioned above. If you do not do this by the time the notice expires, you will be deemed to have accepted the variation.

## **13 Contract not transferable**

The contract being with your optician alone, may not be transferred to another optician's practice.

## **14 Services outside the contract**

Nothing in the contract prevents you and your optician agreeing that he or she will provide services outside your entitlement under the contract. You will be responsible for paying for such services.

## 15 Disputes

Eyeplan will not agree to arbitrate in any dispute between you and your optician arising out of the contract.

## 16 Notices

Any notice given by your optician under these conditions is valid if Eyeplan gives it to you on your optician's behalf.

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