# **Optiplan Terms and Conditions**

### Explanation of terms used

In these conditions governed by English law, 'the contract' means these conditions; 'your optician' means Visora Ltd t/a Martin Reynolds Opticians; 'Optiplan' means the direct debit scheme operated by your optician via a collecting agent of your opticians choosing.

# 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 ongoing professional eyecare service. This normally will include at least one eye examination in each year and all the additional advice and care you need or want, within reason, to help maintain the health of your eyes.

### 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.

### **Payment**

You must pay the monthly fee to Optiplan. 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.

### 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.

### Direct debit 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 will be changed at the end of the notice period.

# 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.

# Ending the contract

All schemes have a minimum subscription period of 12 months. You may end your contract on expiry of the minimum subscription period or 6 months after your last routine eye examination whichever the greater. You will first need to pay any outstanding sums due to your optician and then give not less than 14 days' notice expiring on the last day of a month.

Your optician may end your contract by giving you notice expiring on the last day of a month after two months.

## Non payment

For all schemes 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, however you will still be liable for all sums outstanding to your optician plus costs incurred to recover such sums.

# Variation of conditions

These conditions may be varied by your optician from time to time. The latest conditions are available from your optician, or via their website.

# Contract not transferable

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

## 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.

### Disputes

Your optician should be initially contacted in any dispute between you and your optician arising out of the contract. If you are not happy with the resolution you can further your complaint to Optical Consumer Complaint Service, 6 Market Square, Bishop's Stortford, Hertfordshire, CM23 3UZ