

Lively Feet

REPAIRS, REPLACEMENT & REFUNDS

Updated February 2022

Lively Feet is committed to providing high quality and evidence-based clinical services to provide excellent clinical outcomes and outstanding patient experiences.

Podiatry services at Lively Feet are provided with due professional care and within the treating podiatrist's scope of skill and technical knowledge.

Lively Feet defines **quality podiatry services** as:

1. **Effective** assessment and diagnosis that is consistent and timely;
2. **Safe** podiatric treatments that follow best practice methods;
3. **A culture of excellence** incorporating collaboration, communication, compassion, competence, advocacy, respect, responsibility, and trustworthiness; and
4. **Desired clinical outcomes** through goal achievement, the best possible results, shared decision-making, patient-centred care and patient satisfaction.

Lively Feet handles repairs, replacements and refunds in accordance with the Australian Consumer Protection legislation.

The Australian Consumer Law sets out consumer rights known as **consumer guarantees**.

Consumer guarantees do not apply if you:

- got what you asked for but changed your mind, found it cheaper somewhere else, decided you did not like the purchase or had no use for it;
- misused a product in any way that caused the problem;
- knew of or were made aware of the faults before you bought the product; and/or
- asked for a service to be done in a certain way against the podiatrist's advice or were unclear about what you wanted.

A **minor fault** is likely to be able to be fixed or repaired. A **major fault** is an issue that is unable to be fixed or repaired.

Goods supplied within podiatry intervention(s) are considered part of the clinical service and are subject to our Podiatry Clinical Services Consumer Guarantees.

Podiatry Clinical Services Consumer Guarantees

Genetics, behaviour, environmental and physical influences, medical care and social factors all influence the outcome of health care interventions.

Sometimes a desired clinical outcome is not achieved due to one or more of these factors. Therefore no guarantee can be made that podiatry services provided by Lively Feet will improve your foot condition even though it has been carried out with due professional care and skill.

Consumer guarantees ensure you get the service you paid for, regardless of the clinical outcome. In some instances, the podiatrist meets all consumer guarantees, but unfortunately the desired clinical result is still not achieved.

Three consumer guarantees apply to Podiatry clinical services:

1. Due care and skill

There is a guarantee that podiatrists must carry out all clinical services using an acceptable level of care and skill. Their work must be at least as good as what a competent podiatrist with average skills and experience would provide.

Examples

- a) You see the podiatrist to have a corn removed. Within three days of the treatment, you can feel pain at the site of the corn again.

You can claim that the service was not provided with due care and skill as a corn should not be painful three days post-treatment.

- b) You have a painful corn. The podiatrist has recommended that you purchase alternative footwear, which will increase the time between your podiatry treatment and when the corn becomes painful again. However, you don't have time to visit the shoe shop in the weeks following the appointment. Within three weeks, you feel pain at the site of the corn again.

You cannot claim that the service was not provided with due care and skill as you did not follow the clinical advice of the podiatrist.

- c) You see the podiatrist to have your toenails trimmed. After four weeks, you can start to feel them catching on the bedsheets again.

Toenails need cutting every 4-8 weeks. Nail growth depends on a range of varying factors such as an individual's health, daily activities, footwear, and the time of the year (toenails grow quicker in spring & summer!)

You cannot claim that the service was not provided with due care and skill, as your nail growth is completely normal.

2. Fit for a particular purpose

There is a guarantee that the services and any resulting products will be reasonably fit for any particular purpose specified.

This guarantee may not apply if it is unreasonable to rely on the service provider's skill or judgement or if the provider tells you the service or resulting product will not meet your purpose.

Some podiatry interventions may have a small risk of complications for some patients. As part of our "duty of care", your podiatrist is obliged to inform you of any potential risks associated with the podiatry care that we provide so that you can make an informed decision about your treatment options.

When you have been informed of risks associated with your treatment and decide to proceed, you cannot claim that the service did not meet the purpose specified as the podiatrist has advised you of any potential adverse outcome(s).

Examples

- d) You receive custom made orthoses. The orthotic lab has cut your devices too short, and they are uncomfortable to wear.

You can claim that the service did not meet the purpose specified.

- e) The podiatrist has recommended custom made orthoses to decrease foot pain. Before prescribing the orthoses, the podiatrist clearly communicates that the overall goal is to reduce foot pain and not eliminate it as you have an underlying medical condition (osteoarthritis) that cannot be managed simply by orthotic therapy. You weigh up the pros and cons and make an informed decision to go ahead with orthotic therapy. After wearing the devices for a month, you are disappointed that your foot pain still occurs from time to time.

You cannot claim that the service did not meet the specified purpose as the podiatrist informed you of the potential outcome, and you could make an informed decision about your orthotic treatment options.

- f) You have nail surgery to remove a nail edge that has a history of repeated infections. During the pre-surgery assessment, the podiatrist details all the risks associated with nail surgery and explains that while the procedure will be performed with due care, there is a 2-8% chance that the nail will regrow again. You weigh up the pros and cons and make an informed decision to go ahead with the surgery. After six months, the nail edge has regrown.

You cannot claim that the service did not meet the specified purpose as the podiatrist informed you of the potential adverse outcome, and you were able to make an informed decision about the nail surgery.

3. Services must be supplied within a reasonable time

There is a guarantee that the services will be supplied within a reasonable time if there is no time frame otherwise agreed.

What is 'reasonable' will depend on the nature of the services and other relevant factors such as clinician availability or supply of materials.

Examples

- g) You have received custom made orthoses and are booked in for your complimentary 4-week orthotic review. The podiatrist is sick on the day of your review, so your appointment is rescheduled to a week later. You are now outside of the 30-day orthotic warranty window.

You can claim that the service has not been supplied within a reasonable time. Therefore the 30-day orthotic warranty window must be extended until such time that the podiatrist reviews your orthotics.

- h) You had nail surgery to remove an infected ingrown toenail. You do not attend the follow-up appointments as recommended by your podiatrist. Your toe becomes infected two weeks after the procedure, which delays healing of the surgical site.

You cannot claim that the service was not supplied within a reasonable time as you did not follow post-operative instructions.

When Podiatry Clinical Services Don't Meet a Guarantee

If you are unhappy after attending a podiatry consultation and believe that the service was not delivered in an effective way, safe manner, and/or was not provided within a culture of excellence, we encourage you to take the following steps:

1. Read this policy and understand your consumer rights and guarantees. Decide if a consumer guarantee applies to your complaint. Is the problem related to:
 - a. due care and skill, or
 - b. fit for a particular purpose, or
 - c. services supplied within a reasonable time.

Lively Feet will always provide free treatment, free repair, or free replacement to remedy the issue if your complaint is subject to a consumer guarantee under Australian Consumer Protection legislation.

2. Contact Blackwood Podiatry or Morphett Vale Podiatry **within the set timeframe** detailed in the table below to explain the issue. You can contact us verbally by telephoning the office on 08 8278 4100 OR in writing via the contact page on our website.

Clinical Issue	Complaint must be lodged within this timeframe*
Orthotic device (defect or broken)	< 6 months since orthotics collected
Orthotic not comfortable / causing blisters / increasing foot pain	< 30 days since orthotics collected
Onyfix strip has dislodged	< 90 days since Onyfix application
Any other clinical issue	< 14 days since treatment

* Please always report your issue. Even if it doesn't meet a consumer guarantee or if reporting it falls outside of these timeframes. From a quality and excellence perspective, we encourage all feedback to continually improve our services. However, your complaint will unlikely be subject to a consumer guarantee for free treatment, free repair, or a free replacement.

For example: if you report after two months that your nails were not cut short enough at your last appointment, this issue cannot be remedied as too much time has passed (and your nails have grown further) for the complaint to be assessed.

3. The Director will be informed of your complaint. Our goal is to ensure that you receive an excellent outcome, and we are committed to fixing your problem.
4. In some instances, The Director will contact you to clarify the issue or seek further information. You may also be requested to attend the clinic to have your problem assessed in person.
5. After reviewing your case, The Director will notify you of the outcome. If your complaint is subject to a consumer guarantee, The Director will instruct staff on how to remedy your clinical issue as quickly as possible.

Refunds for Podiatry Clinical Services

Refunds for podiatry clinical services will only be provided if a **major fault cannot be remedied** through free treatment, repair, or replacement.

During any follow-up interventions consumer guarantees apply. You must follow your podiatrist's instructions and treatment recommendations to meet consumer guarantees.

If the major problem cannot be rectified, then a reasonable refund amount is negotiated with The Director.

What is reasonable depends on a range of factors, such as whether some or all of the services provided were unsatisfactory.

Refunds will be processed promptly and payment made by the same method that you made payment.

Retail Goods Consumer Guarantees

A range of foot care retail goods are sold through Blackwood Podiatry and Morphett Vale Podiatry to complement our podiatry services.

When you buy retail goods from one of our podiatry clinics, Lively Feet guarantees that:

- a) goods will be of acceptable quality;
- b) goods will be fit for a particular purpose;
- c) goods will match their description;
- d) goods will match the sample or demonstration model.

Lively Feet does not provide refunds or exchanges for retail goods if you:

- e) change your mind;
- f) found it cheaper somewhere else;
- g) misused a product in a way that caused a problem;
- h) knew of or were made aware of the faults before you bought the product.

Lively Feet will accept the return of general foot care retail goods for an exchange or refund in circumstances where:

- the goods did not meet the consumer guarantee; and
- the customer notifies Lively Feet of the issue within 30 days of purchase.

The customer is responsible for returning the goods to Blackwood Podiatry or Morphett Vale Podiatry to arrange a refund or exchange.

Custom-made or custom-ordered items are considered "clinical services" and are therefore subject to our Podiatry Clinical Services Consumer Guarantees.

References

1. Allen-Duck A, Robinson JC, Stewart MW. Healthcare Quality: A Concept Analysis. *Nurs Forum*. 2017;52(4): 377-386.
2. Australian Competition & Consumer Commission Consumer Rights & Guarantees <https://www.accc.gov.au/consumers/consumer-rights-guarantees>
3. Australian Podiatry Association Nail Surgery Patient Consent Form (14 February 2022)