

# **ELITE PHYSIOS: TERMS AND CONDITIONS - PHYSIOTHERAPY CONSULTATION, PILATES & ACUPUNCTURE SERVICES**

## **1. GENERAL INFORMATION & DEFINITIONS**

- 1.1 These Terms, together with the Booking Confirmation set out the terms and conditions on which We will undertake physiotherapy, Pilates and Acupuncture services to You as a consumer.
- 1.2 When making an appointment, You will be required to read, accept and agree to be bound by these Terms. You should ensure that You carefully read and understand these Terms prior to completing Your booking. The Booking Confirmation, together with these Terms will form Our contract with You.
- 1.3 Other services provided by Us, such as purchasing paid content via online subscriptions, are governed by different terms and conditions. They can be found [here](#).
- 1.4 In these Terms, the following definitions will apply:

**“Clinic, Us, We, Our”** means **ELITE PHYSIOS LONDON LTD** (registered in England and Wales with company number 12384365).

Our trading address, Clinic address and address for correspondence is:

Elite Physios London Ltd.  
Bbodance,  
Juniper Drive,  
London.  
SW18 1TA.

Our contact details are:

Email: [helloelitephysios@gmail.com](mailto:helloelitephysios@gmail.com)

Our registered office is Michael Stuart Associates Ltd,  
Alastor House  
122a High Street  
Ingatestone  
Essex  
CM4 0BA;

**“You, Your, Yourself”** the individual consumer customer receiving the Services;

<b>“Acupuncture”</b>	means western medical acupuncture delivered as part of physiotherapy;
<b>“Booking Confirmation”</b>	the document that will be sent to You via email prior to Your first Appointment that relate to these Services and will attach or link to these Terms;
<b>“Business Hours”</b>	the hours that We are normally open for business, being between 08:00hrs and 21:00hrs on Monday to Friday excluding United Kingdom Bank Holidays;
<b>“Pilates”</b>	means physiotherapist delivered Pilates;
<b>“Price List”</b>	means the Clinic’s standard price list for all of the Services that We offer that is available on Our Website at <a href="https://www.elitephysios.co.uk/prices">https://www.elitephysios.co.uk/prices</a>
<b>“Services”</b>	means any physiotherapy, Pilates or Acupuncture services and treatment provided by Us to You;
<b>“Terms”</b>	the terms and conditions set out in this document as amended from time to time in accordance with clause 7;
<b>“Website”</b>	Our website, which is owned and operated by Us and located at <a href="http://www.elitephysios.co.uk">www.elitephysios.co.uk</a>

## **2. BOOKINGS AND APPOINTMENTS**

- 2.1 Information about the Services that We provide can be found on Our Website (including the appointment booking system), the Booking Confirmation, and these Terms.
- 2.2 Consultation and treatment is by appointment only and, unless otherwise agreed, will take place during Our normal Business Hours.
- 2.3 You can make an appointment by booking via Our Website or emailing us using the address above.
- 2.4 Usually appointments will take place at Our Clinic, but We may, if appropriate and feasible, also offer appointments at Your home, another location, or remotely using video call. This will be agreed with You in advance.
- 2.5 If You book with a particular clinician, We will endeavour to, but do not guarantee, that You will be seen by that clinician. We reserve the right for another clinician to provide the Services.

## **3. CANCELLATION AND RESCHEDULING**

- 3.1 If You need to cancel or reschedule an appointment, You can do so online via the booking system, or by emailing us using the email address above.

3.2 You may cancel or reschedule an appointment without charge if You give Us at least 48 hours prior notice of the cancellation. If You have paid in advance, this will either:

- 3.2.1 be credited towards a subsequent booking; or
- 3.2.2 refunded if You choose not to make a further booking.

3.3 If You do not give Us at least 48 hours prior notice of cancellation or the rescheduling of an appointment, We reserve the right to charge You the full appointment fee. This is to compensate Us for the fact that We will be unlikely to book another appointment in that time-slot.

3.4 We may cancel or reschedule Your appointment at any time before the time and date of the appointment in the following circumstances:

- 3.4.1 the required personnel and/or any materials necessary for the provision of the Services are not available; or
- 3.4.2 an event outside of Our reasonable control means that We are unable to provide the Services in a safe manner, or at all.
- 3.4.3 If We feel that a chaperone would be in Your or Our best interests and is not available.

If We cancel an appointment in such circumstances, We will either arrange another time for the appointment or, if You and We are unable to arrange another time, We will refund to You in full for any advance payment that You have made to Us for that appointment.

3.5 Sometimes, where You and We enter into a contract remotely (for example over the telephone or online), You may have the right under consumer laws to cancel for a full refund within a 14 day “cooling-off period”. If, however, You request that an appointment takes place before that 14-day cooling off period ends, and We accept the booking, You agree to waive that right to cancel. You can, however, still cancel in accordance with clauses 3.1 and 3.3 above. If You wish to exercise Your right to cancel during the “cooling-off” period, You can do so as described in clause 3.1, or You can use the Model Cancellation Form that can be found in Schedule 1.

#### **4. ATTENDANCE AND PUNCTUALITY**

4.1 You should arrive a few minutes earlier than Your appointment start time and suitably dressed for Your appointment.

4.2 If You know You are going to be late for an appointment, You should contact Us via email to tell Us.

4.3 If You arrive more than 10 minutes late for an appointment, then We may at Our discretion (and taking into account the length of Your appointment, treatment required and circumstances):

- 4.3.1 if there is no appointment booked afterwards, continue to provide the Services, extending the time for the appointment past the planned end time;

- 4.3.2 continue to provide the Services, but finish at the planned end time of the appointment and charge You the full fee; or
- 4.3.3 if We decide that We cannot provide the Services in the remaining time allotted for the appointment, either:
  - 4.3.3.1 cancel or reschedule the appointment and charge You the full fee; or
  - 4.3.3.2 give You the option to wait until a gap in the clinician's diary (if there is one) to be seen.

4.4 We will try to start the Services at the appointment time that You have booked, but the start may be delayed by a previous appointment that has overrun or because of other circumstances. If a delay to the start of the appointment is more than 30 minutes You may cancel the appointment and either:

- 4.4.1 reschedule the appointment for another time; or
- 4.4.2 cancel the appointment, in which case We will refund You in full.

4.5 The length of Your appointment will be between 20 and 60 minutes and agreed with You when You make the booking. Should We determine that You would benefit from the appointment being extended, and where scheduling allows, We may agree with You that the appointment be extended. Any extension will be in increments of 5 minutes and We will charge You for any additional time spent. The charge will be as a proportion of the fee for the appointment.

4.6 You should vacate the treatment room promptly at the end of Your appointment.

**5. FEES AND PAYMENT**

5.1 You must pay for the Services in accordance with the Price List. No VAT is payable on the Services.

5.2 Should You request, and We agree, to treat You somewhere other than the Clinic, We may charge You for travel time and/or costs. Should this be the case, We will agree the costs at the time You book the appointment and We will confirm the cost in writing to You.

5.3 If payment for the Services is to come from a third party such as private medical insurance, You will still be required to pay any sum that is not covered, is excluded or which the provider refuses to pay, whether or not You dispute it. This includes (but not limited to):

- 5.3.1 any excess;
- 5.3.2 Our travel costs;
- 5.3.3 any fees for Services that are not covered under the terms of the insurance;
- 5.3.4 any treatment that exceeds Your insurance cover whether due to the nature or the Service or treatment, or because You exceed the number of appointments that are covered by Your insurance;
- 5.3.5 any sums for missed, late or cancelled appointments; and

5.3.6 any other sum that the provider refuses or neglects to pay.

5.4 Unless payment is to be provided by a third party health insurance provider, Payment will be made by You either:

- 5.4.1 in advance when booking online or over the telephone; or
- 5.4.2 In the Clinic, on completion of your appointment.

5.5 You may pay Us for the Services and for any deposit or advance payment using the following payment methods:

- 5.5.1 credit or debit card;
- 5.5.2 BACS;
- 5.5.3 cash; or
- 5.5.4 Cheque for payments under £1,000..

5.6 We may alter the prices without prior notice, but if the price of any Services increases between the time when You book an appointment and the date of the appointment, the price increase will not apply to Your appointment for those Services on that date.

**6. HEALTH INSURANCE COVER**

6.1 Should You have health insurance, We may be able to charge Your provider directly for the Services. A list of the providers that You can use can be found on our Website at <https://www.elitephysios.co.uk/prices>.

6.2 We will not have access to the full details of Your policy. It is Your responsibility to understand the limitation of Your policy including any excesses, the number of sessions you have, and what the policy covers.

6.3 Where You are eligible to use health insurance to cover the cost of Your treatment and We are to charge them directly, You will need to provide Us with the details of such cover, including:

- 6.3.1 the name and contact details of the health insurance provider;
- 6.3.2 Your policy number, authorisation code and name, address and date of birth as listed in the policy; and
- 6.3.3 other information relating to Your policy including the number of sessions authorised, excesses, any policy limitations etc.

6.4 We may be required to share information with Your insurer about Your treatment. We will only share the minimum amount of information necessary to meet their requirements. This might include:

- 6.4.1 details about Your treatment, which might by implication include information about Your health;
- 6.4.2 appointment details including late or missed appointments; and
- 6.4.3 other personal data necessary to secure payment from them.

More information about the use of Your personal data can be found in Our privacy notice that can be found [here](#).

- 6.5 If our agreement with Your insurer stipulates that we directly bill them then We will invoice Your insurer directly, however ultimate responsibility for payment of fees remains with You. You will be liable for any fees that are not paid by Your insurer for any reason.
- 6.6 We reserve the right to require You to provide Us with payment card details or pay a refundable deposit in advance for the Services in case we are unable to recover fees from Your health insurance provider.

## **7. PRICE INCREASES AND CHANGES TO THESE TERMS**

We may occasionally need to make changes to these Terms. Where We do, We will use reasonable endeavours to inform You as soon as reasonably possible and You may be asked to agree to and sign the new terms before making another appointment.

## **8. ISSUES OUTSIDE OUR CONTROL**

- 8.1 We will not be liable to You for any failure or delay in performing Our obligations under these Terms if the failure or delay is outside Our reasonable control.

## **9. HOW WE USE YOUR PERSONAL DATA**

- 9.1 We use Your Personal Data as set out in Our [Privacy Notice](#).

## **10. HEALTH ASSESSMENT**

- 10.1 Before We provide any Services, and before or at Your first appointment We will require You to go through a health assessment that will include some or all of the following:
  - 10.1.1 the completion of a verbal or written health assessment that will record details of the complaint, symptoms etc. that You are suffering from, Your current state of health, any medical conditions that You have and any medication that You are taking;
  - 10.1.2 where appropriate, a health assessment carried out by Us that will include a physical examination of You;
  - 10.1.3 where considered necessary, or where a referral has taken place, discussions with Your doctor, consultant, or other healthcare professionals (including personal trainers, Pilates instructors, masseuses and similar), and in some circumstances family members, about Your medical history, injuries, general health and treatments; and
  - 10.1.4 discussing the above information with You.
- 10.2 We may, from time-to-time ask You to confirm that the information You provided to Us as part of Your health assessment remains accurate, however it is Your responsibility to ensure that You provide Us with any and all health information that might affect Your treatment.

## **11. PERFORMANCE OF THE SERVICES**

11.1 We do not and cannot guarantee that the Services will provide any particular health results. Results will differ from person-to-person depending on a number of factors unique to the individual.

11.2 We will perform the Services:

- 11.2.1 only after a health assessment has been undertaken;
- 11.2.2 taking into account Your ongoing feedback on the treatment being given and your personal preferences and instructions;
- 11.2.3 using reasonable skill and care; and
- 11.2.4 in accordance with commonly accepted practices, standards and clinical guidelines.

11.3 Performance of the Services will or may require:

- 11.3.1 The observation, movement, palpation (using touch to physically examine) and manipulation of parts of Your body;
- 11.3.2 on occasion, the removal of some items of clothing to expose areas for assessment and treatments; and
- 11.3.3 You to wear loose-fitting clothing that makes the areas being considered visible and able for You to move through the full range of movement, receive treatment to the area and rehabilitate.

11.4 You are welcome to have a third-party chaperone present during any appointment if You wish to do so.

11.5 We may insist on a third party chaperone and may provide one should We wish to do so.

11.6 If You are a child under the age of 13 or are vulnerable in any way, We advise You to have a third party chaperone present at any appointment such as a parent or guardian. We reserve right to cancel, postpone or curtail an appointment if We feel that a chaperone would be in Your or Our best interests.

11.7 You may, at any time, instruct us to stop any particular action or treatment given to You under the Services including those mentioned in clause 11.3 above, however this may restrict or reduce both the accuracy and effectiveness of Our assessment of Your condition and/or Your treatment.

11.8 Should the Services be provided at a location other than the Clinic or are delivered remotely via video call, You must ensure that Your surroundings are free from any health and safety risks or other hazards.

11.9 We may suggest, as part of the Services, that You do certain exercises as part of the treatment. You must:

- 11.9.1 only perform those exercised in an environment in which it is safe to do so without injury; and

11.9.2 immediately stop such exercises and seek Our, or other medical or professional advice if You start to suffer increasing symptoms.

## **12. COMPENSATION FOR LOSSES**

12.1 We will perform the Services using the standards of care described in clause 11.2.

12.2 We will be responsible for foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or it is contemplated by You or Us when Our contract with You is created.

12.3 We are not responsible for any losses that are not foreseeable, including but not limited to losses that are:

- 12.3.1 unexpected – i.e. it was not obvious that it would happen, and nothing You said to Us before We accepted Your order meant We should have expected it;
- 12.3.2 caused by You or Your doctor or other health professional failing to disclose medical or health information to Us, that You or they should have;
- 12.3.3 caused by You or Your doctor or other health professional disclosing false information;
- 12.3.4 caused by a medical or health condition that was not known to Us when the health assessment was undertaken, or treatment given;
- 12.3.5 caused by an event outside Our control (please see clause 8) or could not have been foreseen even if We had taken all reasonable care; or
- 12.3.6 avoidable – something that:
  - 12.3.6.1 was Your own fault or that of a third party unconnected with the provision of the Services under these Terms;
  - 12.3.6.2 happened because You did not follow clear instructions or directions given by Us;
  - 12.3.6.3 could have been avoided by You taking reasonable action.

12.4 Nothing in these Terms seeks to limit or exclude Our Liability for:

- 12.4.1 death or personal injury caused by Our negligence;
- 12.4.2 fraud;
- 12.4.3 any consumer rights that You might have; or
- 12.4.4 anything else that cannot be excluded by law.

12.5 You can find out more about Your consumer rights by contacting Your local Citizens Advice Bureau or Trading Standards office.

## **13. DOCUMENTS AND RECORDS**

13.1 We will keep records, including details about Your health and treatment. Such records may be written (paper and digital) or in audio or video format. We may collect this

information from You, a parent, guardian, family member, Your doctor, consultant, or other healthcare professionals (including personal trainers, Pilates instructors, masseuses and similar).

- 13.2 We may also need to share information with the individuals listed above.
- 13.3 You have the right to request a copy of any documents or other records that We may hold about You, and may request that We provide this information to another health professional on Your behalf.
- 13.4 We may refuse to release any documents, records or information to You, or a third party if You owe Us outstanding fees.
- 13.5 We reserve the right to charge You a reasonable administration fee should You (or Your insurer) request that We write to a third party about the Services We provide to You. This includes circumstances where We may not be able to recover this money from Your insurer. This does not apply to a genuine request to exercise legal rights under clause 13.3 above or other situations where We are required to provide information to You or a third party by law without charge. We will always inform You in advance of any administration fees that We intend to charge You.

#### **14. FEEDBACK, COMPLAINTS AND FEEDBACK**

- 14.1 We welcome feedback from You, as We do all Our Customers. We try to ensure that Your experience is a positive one and to resolve any problems You might have with the Services. Should You have a complaint, or any other Feedback You can:
  - 14.1.1 find Our complaints handling procedure on Our Website [here](#); and
  - 14.1.2 contact Us using the contact details in clause 1.4 of these Terms.

#### **15. LAW AND JURISDICTION AND GOING TO COURT**

- 15.1 These Terms are governed by the laws of England and Wales. Wherever You live You can bring Claims against Us in the English courts. If You live in Wales, Scotland or Northern Ireland, You can also bring claims against Us in the courts of the country that You live in. We can bring a claim against You in the courts of the country that You live in.
- 15.2 If You are a business, any disputes concerning these Terms, the contractual relationship between You and Us, or any other matters will be subject to the exclusive jurisdiction of the courts of England and Wales.

#### **16. TRANSFER OF THE CONTRACT TO OTHERS**

- 16.1 We can transfer Our contract with You, so that a different organisation is responsible for supplying the Services. We'll tell You in writing if this happens and We'll ensure that the transfer won't affect Your rights under the contract.
- 16.2 You can only transfer Your contract with Us to someone else if We agree to this.

#### **17. NOBODY ELSE HAS ANY RIGHTS UNDER THIS CONTRACT**

- 17.1 This contract is between You and Us. Nobody else can enforce it and neither of Us will need to ask anybody else to sign-off on ending or changing it.

**18. IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER**

18.1 We might not immediately chase You for not doing something (like paying) that You are required to, or for doing something You are not allowed to, but that doesn't mean We can't do it later.

**19. IF A COURT INVALIDATES SOME OF THIS CONTRACT, THE REST OF IT WILL STILL APPLY**

19.1 If a court or other authority decides that some of these Terms are unlawful, the rest will continue to apply.

**SCHEDULE 1: MODEL CANCELLATION FORM**

To: **ELITE PHYSIOS LONDON LTD**

Juniper Drive.

London,

SW18 1TA

Email: [helloelitephysios@gmail.com](mailto:helloelitephysios@gmail.com)

I hereby give notice that I cancel my contract for the supply of the digital physiotherapy programmes.

Ordered on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date: