

# **ELITE PHYSIOS: TERMS AND CONDITIONS - DIGITAL CONTENT**

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

- 1.1 These Terms, together with the Order Confirmation set out the terms and conditions on which Paid Content, accessed via Subscriptions is sold by Us to You as a consumer through Our Website or Mobile Application.
- 1.2 When purchasing a Subscription, 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 purchase. You will not be able to purchase a Subscription unless You agree.
- 1.3 Other services provided by Us, such as in-person physiotherapy, pilates and acupuncture are governed by different terms and conditions. They can be found [here](#).
- 1.4 In these Terms, the following definitions will apply:

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

Our trading address including for correspondence is:

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

Our contact details are:

[Tel: 0208 8703330]

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 consumer customer who has sole access to the Paid Content via the Subscription and is:

- resident in the United Kingdom; and
- over the age of 18;

**“Order Confirmation”** the document that will be sent to You once You have made payment and that confirms Your order for the Paid Content and provides key information about Your Subscription;

<b>“Mobile Application”</b>	any mobile application, being a software application designed for use on mobile devices such as smartphones or tablets through which You will access the Paid Content, which is owned and operated by Us;
<b>“Paid Content”</b>	means any content provided to You via the Website or Mobile Application including:
	<ul style="list-style-type: none"> <li>• pre-recorded, non-downloadable, photographs, images, video streams showing physiotherapy rehabilitation programmes that is of a generic nature and not tailored to Your specific needs;</li> <li>• written (text) content, whether supplemental to, or separate from, the video streams.</li> </ul>
	Paid Content is more fully described in information that is provided on the product specific pages of the Website, Mobile Application, in the Order Confirmation or otherwise provided to You prior to You ordering a Subscription;
<b>“Subscriptions”</b>	means a subscription to Our Website or Mobile Application purchased by You which provides You with the entitlement and access to the Paid Content and may, as You select, comprise:
	<ol style="list-style-type: none"> <li>a) one or more single items;</li> <li>b) one or more series or collections of items;</li> <li>c) access to all content.</li> </ol>
	The initial duration of the period of access to Your Subscriptions will be communicated to You prior to You purchasing them, and confirmed in the Order Confirmation (“ <b>Subscription Period</b> ”). Subscriptions may, depending on Your selection during the order process, automatically renew at the end of the initial Subscription Period until You cancel;
<b>“Terms”</b>	the terms and conditions set out in this document as amended from time to time in accordance with clause 6;
<b>“Website”</b>	the website and/or portal through which You will access the Paid Content, which is owned and operated by Us and located at <a href="http://www.elitephysios.co.uk">www.elitephysios.co.uk</a> .

## 2. WHO CAN ACCESS OUR PAID CONTENT?

2.1 Only consumers can purchase a Subscription and access Paid Content through Our Website or Mobile Application. If You wish to access Paid Content in the course of

any business, trade or profession, these Terms will not apply, and You should contact Us to discuss the matter further.

- 2.2 You can only enter into a Subscription with Us if You are over the age of 18.
- 2.3 We are unable to provide Subscriptions or access to Paid Content in Australia, the United States of America, or Canada.

### **3. OUR PAID CONTENT AND YOUR FITNESS, HEALTH AND SAFETY**

- 3.1 You can find information about Our Paid Content and Subscriptions on the product specific pages of Our Website and/or Mobile Application.
- 3.2 Our Paid Content includes online programmes that are designed for the treatment of conditions that are general in nature and not individually assessed by Us to identify patients' individual needs and bespoke considerations. Our Website/Mobile Application does not contain any information about, and should not be used for, diagnosing specific conditions. You should only use Paid Content:
  - 3.2.1 that corresponds to, and is described on Our Website and/or Mobile Application as being suitable for, Your condition;
  - 3.2.2 after seeking expert advice and being properly and formally diagnosed;
- 3.3 Prior to using the Paid Content and taking out a Subscription, You acknowledge and agree that:
  - 3.3.1 Paid Content contains general advice which may be suitable for the condition. It is not, cannot and has not been tailored to Your individual needs and is not a substitute for individual professional advice from Your own healthcare professionals and it does not replace medical relationships or individual advice (e.g. with a GP, hospital specialist or therapist).
  - 3.3.2 Paid Content, or elements of it, may be unsuitable for You if You have particular medical conditions or health considerations;
  - 3.3.3 You will at all times be responsible for Your own general state of health, physical condition and wellbeing and have sought medical or other suitable professional advice and diagnosis before purchasing or using the Paid Content;
  - 3.3.4 You will immediately stop using the Paid Content and seek additional medical or professional advice if You start to suffer increasing symptoms;
  - 3.3.5 You have sought particular advice and/or clearance from a medical practitioner if:
    - 3.3.5.1 You are pregnant;
    - 3.3.5.2 You have any health conditions that might be worsened by Your using the Paid Content, such as, but not only physical disabilities or limitations, cardiovascular (heart, lungs, blood pressure etc.) or musculoskeletal (affecting bones or muscles) conditions; or

3.3.5.3 You are taking any medication that impacts, or poses a risk to the types of physical activities required by the Paid Content.

We may ask You to confirm the above as part of the order process and may not allow You to proceed if You fail to do so.

3.4 To prevent injury, on each occasion prior to using and following any Paid Content, You should ensure that Your surroundings are free from any health and safety risks or other hazards.

3.5 We try to ensure that all descriptions of Paid Content and Subscriptions are accurate and correspond to what You receive, however they may differ slightly, and temporarily, if We update or change the content as described below.

3.6 We may make changes to Our Paid Content. These changes might be:

3.6.1 updates, enhancements or minor changes to the Paid Content. These changes will not alter the main characteristics of the Paid Content and should not affect Your use of it. This might be to:

3.6.1.1 comply with or reflect changes in laws or regulatory requirements;

3.6.1.2 update content in line with latest best practice;

3.6.1.3 address technical or security issues; or

3.6.1.4 update content for aesthetic or other purposes.

These changes will not alter the main characteristics of the Paid Content and should not affect Your use of it; or

3.6.2 more significant changes to the Paid Content that might affect Your use. We will endeavour to give You at least 14 days notice of the changes. If You do not agree to the changes, You can cancel Your Subscription. Clause 12 gives You information on how to cancel.

3.7 We do not guarantee that use of the Paid Content will provide any particular health result. Results will differ from person-to-person depending on a number of factors unique to the individual.

#### **4. THE ORDER PROCESS, AND FORMATION OF A CONTRACT**

4.1 Our Website or Mobile Application will guide You through the process of purchasing a Subscription. Prior to submitting and ordering Your Subscription, You will be given an order summary that will include a breakdown of Paid Content You are purchasing, the pricing, the length of the subscription and other key information. You should check Your order carefully before submitting and paying.

4.2 During the order process You will be asked to:

4.2.1 provide certain information about Yourself;

4.2.2 answer certain questions; and

4.2.3 accept certain conditions.

You may be unable to proceed with purchasing Your Subscription if You fail to provide the information, are unable to satisfactorily answer certain questions, or refuse to accept the conditions.

- 4.3 When You place an order to purchase a Subscription, that is considered an offer that We may, at Our sole discretion, accept. A contract will be formed between You and Us for the purchase of a Subscription when You receive an Order Confirmation from Us via email. Neither Our Website, Mobile Application, nor any other communication from Us (other than an Order Confirmation) should be considered to be either an offer or acceptance.
- 4.4 In rare circumstances We may, for any reason, either reject Your order, or decide that, after accepting Your order, We are unable or unwilling to continue to fulfil Your Order. This might be, for example:
  - 4.4.1 following a review of the information provided in clause 4.2;
  - 4.4.2 because We discover that You are under 18;
  - 4.4.3 We discover that You are, or believe You to be acting in the course of a business trade or profession;
  - 4.4.4 We do not consider that the Paid Content is appropriate for Your purposes. in which case We may, at Our discretion, refuse or stop access to the Paid Material and cancel Your Subscription. If You are entitled to a refund of any payments, it will be paid in accordance with clause 12.4.

## **5. SUBSCRIPTIONS AND PRICING**

- 5.1 We try to ensure that all prices on Our Website or Mobile Application are accurate at all times.
- 5.2 The price of Your Subscription will be confirmed in the Order Confirmation.
- 5.3 Should We discover an error in the price of a Subscription after Your order has been processed, We will inform You immediately and will ask You to pay the correct price. We may suspend Your access to the Paid Content. If You do not wish to pay the correct price, You can cancel Your Subscription.

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

- 6.1 We may occasionally need to make changes to these Terms.
- 6.2 We might occasionally make changes to the fees charged for Subscriptions. These will not take place more than once every 6 months.
- 6.3 If We make changes that materially affect Your rights under these Terms, including price increases, then We will:
  - 6.3.1 give You reasonable notice of the changes in writing; and;
  - 6.3.2 give You the option to immediately cancel the Contract if You wish.

## **7. SUBSCRIPTION PAYMENTS**

- 7.1 You will need to make payment for Subscriptions in advance.

- 7.2 During the order process You will be asked to provide credit or debit card details. These will be processed securely using Our third party payment provider.
- 7.3 Your credit or debit card will be charged when We process Your order and We will send You an Order Confirmation.
- 7.4 Subsequent payments will be taken monthly on the same day each month as the first payment.
- 7.5 If, for whatever reason, We are unable to take a payment from You, We will immediately suspend Your access to the Paid Content. If You do not make payment within 14 days of Our reminder, We may cancel the contract. Any outstanding sums due to Us will remain due and payable.

## **8. TIMING & DURATION OF THE PROVISION OF PAID CONTENT**

- 8.1 You will have access to the Paid Content as soon as We send You the Order Confirmation. When You place an order on the Website or Mobile Application You will be required to accept that You wish the Paid Content to be provided immediately and that in doing so You will lose Your statutory right to cancel if You change Your mind (the “cooling off period” – see clause 12 for more details).
- 8.2 Should You choose not to access or make any permitted use of some or all of the Paid Content or, for any reason not attributed to Us You are unable to do so, then (subject to Your right to cancel during the “cooling-off period” (see clause 12)) You will not be entitled to any refund.
- 8.3 Your Subscription will, depending on Your selection during the order process, either:
  - 8.3.1 continue for the duration specified or selected during the order process and confirmed in the Order Confirmation after which it will automatically cease; or
  - 8.3.2 automatically renew at the end of the Subscription Period, and access to the Paid Content will continue until You cancel it in accordance with clause these Terms (see clause 12).

The Order Confirmation will confirm the duration of the Subscription Period and whether it will automatically renew.

## **9. UPDATES & SUSPENSION OF SERVICES**

- 9.1 We may occasionally need to suspend provision of Paid Content (in full or in part) in order to:
  - 9.1.1 fix technical problems, make technical changes, or undertake security updates to Our Website or Mobile Application; or
  - 9.1.2 update or change the Paid Content in accordance with clause 3.6.
- 9.2 Where We need to suspend access to Paid Content, We will try to inform You in advance of the suspension and why it is necessary (unless it is urgent and/or unexpected).

9.3 We will try Our best to minimise disruption or interruption to services. Should the suspension of services amount to more than 12 hours, We will either not charge You for the time that the Subscription is suspended, or will extend the Subscription Period accordingly.

9.4 If the period of suspension of Paid Content is more than 2 days You can cancel Your Subscription in accordance with clause 12.8.

## **10. ISSUES OUTSIDE OUR CONTROL**

10.1 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, such as (but not only) power failure, internet service provider failure, cyber-attack, strikes or industrial action, riots or civil unrest, supply issues, fire, explosion, flood, storms, earthquakes, acts of terrorism, acts of war, epidemic or other natural disaster.

10.2 In these circumstances, We will endeavour to inform You of the failure or delay and what We are doing to minimise disruption.

10.3 Should the delay of failure under this clause last more than 7 days, You can request cancellation in accordance with clause 12.8.

## **11. LICENCE AND RESTRICTIONS ON THE USE OF PAID CONTENT**

11.1 When You Purchase a Subscription to access Paid Content, We grant You permission to access and use the relevant Paid Content for personal, non-commercial purposes. It is limited only to the content that You pay for.

11.2 You may not authorise or allow any other people to access and use the Paid Content, whether for money or otherwise. For example, You may not:

11.2.1 share Your username or password with anyone else and must maintain its confidentiality;

11.2.2 copy, rent sell, publish, share, broadcast or transmit the Paid Content to anyone else, or make it public;

11.2.3 allow access to Your account or the Paid Content in any other way, or

11.2.4 do anything similar to the above.

## **12. CANCELLATION AND YOUR COOLING OFF PERIOD**

12.1 If You are a consumer, You have a right to a “cooling-off period”. During the “cooling-off period”, You can cancel Your Subscription for any reason. The cooling-off period runs from the date that We send You the Order Confirmation up until the earlier of:

12.1.1 14 calendar days; or

12.1.2 when You access the Paid Content – i.e. the “cooling-off period” no longer applies after You access the Paid Content and You can no longer request a refund.

12.2 If You order a Subscription in error, or change Your mind, You should not access the Paid Content, and should cancel immediately.

12.3 If You cancel during the “cooling-off period” (without accessing the Paid Content) We will refund You in full.

12.4 Any refunds due to You under these Terms will be issued as soon as possible and within 14 days of receiving cancellation, using the same payment method as You used when purchasing Your Subscription.

12.5 If You wish to cancel after the “cooling-off period” has expired, You can do so at any time. Your Subscription will then not renew at the end of the Subscription Period. You will not be charged any further Subscription fees. You will then only have access to the Paid Content up until the end of the Subscription Period.

12.6 You can cancel Your Subscription, whether during the “cooling-off period” or afterwards, by:

- 12.6.1 by email or post using the details in clause 1.4 of these Terms, for which purpose You can either use the cancellation form attached to these Terms at Schedule 1, or provide Us with Your name, address, email address and telephone number.

12.7 Your cancellation will be deemed received on the date that We receive the email or letter.

12.8 You may also cancel and/or request a partial refund (in proportion to the amount of the Subscription Period remaining) from Us in the following circumstances:

- 12.8.1 We have informed You of a change to the Paid Content (see clause 3.6.2), or these Terms (clause 6) that is a significant change and affects the main characteristics of the Paid Content or to the Terms in which case You can cancel and request a partial refund;
- 12.8.2 We have suspended availability of the Paid Content for more than 2 days, or it is faulty, or You have been unable to access it due to Our fault (see clause 9.4);
- 12.8.3 there is a delay or failure in Our obligations cause by something outside Our control that lasts more than 7 days (see clause 10.3); or
- 12.8.4 if We are in any other way in breach of these Terms.

### **13. WHEN WE CAN END OUR CONTRACT WITH YOU**

13.1 We can end the Subscription for Paid Content with You in the following circumstances:

- 13.1.1 at the end of Your Subscription Period, at any time and for any reason in which case We will give You reasonable notice that We intend to do so;
- 13.1.2 at the end of Your Subscription Period if You don't make payment to Us for the next Subscription Period in advance; or
- 13.1.3 at any time on no notice and without refund if We discover that You are in breach of these Terms, in particular, but not only, breaching clause 11 (Licence and Restrictions on the Use of Paid Content).

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

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

## **15. PROBLEMS WITH PAID CONTENT**

15.1 Our Paid Content will, as required by law, be as described, fit for purpose and of satisfactory quality. If You think there is something wrong with the Paid Content please contact Us using the details at clause 1.4. If the Paid Content is faulty:

- 15.1.1 We will repair it, or replace it;
- 15.1.2 if We can't fix the problem, or it hasn't been fixed within a reasonable without significant inconvenience, We will issue a full or partial refund; or
- 15.1.3 if You can show that any fault with the Paid Content has damaged Your device and We haven't used reasonable care and skill, You may be entitled to compensation.

15.2 We will not be liable under this clause 15 if:

- 15.2.1 We informed You of the fault or other problems with the Paid Content before You accessed it, We provided a free update that You failed to apply, and it is the same issue that has cause the problem;
- 15.2.2 the damage has been caused by Your own failure to follow Our instructions;
- 15.2.3 the problems is as a result of misuse or intentional or careless damage;
- 15.2.4 the Paid Content is incompatible with Your system or device, it is for a reason set out in clause 16 (Issues with Technology) or Your system does not meet any relevant minimum system requirements that We have made You aware of before You purchased the Subscription.

15.3 If You are entitled to a refund under this clause 15, they will be made in accordance with clause 12.4.

## **16. ISSUES WITH TECHNOLOGY**

16.1 We do not have expertise or skill in relation to any technology You may need in order to access the Paid Content and cannot assist You to obtain, set up, maintain or operate any technology.

16.2 We will not be responsible or liable if You are unable to access the Paid Content due to technological issues outside Our control. Subject to Your right to cancel (see clause 12), You will remain liable to pay for the Paid Content during Your Subscription in such circumstances including (but not only):

- 16.2.1 if You are unable to resolve a technology problem affecting Your ability to access the Paid Content (unless it is a fault with Our Website or Mobile Application);
- 16.2.2 access to the Paid Content is prevented or limited by the unavailability, inadequacy, or defect in Your internet services or computer or other equipment; and

16.2.3 We discover that You have purchased a Subscription, or are accessing Paid Content in a jurisdiction that We are unable to support (including those listed in clause 2.3) or in any other way that is incompatible with these Terms.

16.2.4 there is a failure or defect in a third-party platform or software programme, used by Our Website or Mobile Application that is outside of Our control.

## **17. LINKS TO OTHER WEBSITES**

17.1 Our Website may provide links to other third party Websites. Unless the link is to Paid Content provided by Us but located on another platform, these links are provided for Your information only. Such links, and any other content on those platforms, should not be interpreted as approval by Us of those linked websites or information that You might obtain from them.

17.2 We have no control over the content (other than Paid Content) of third party websites or resources that We link to, and We do not accept any loss or damage that might arise from Your use of them.

17.3 When You leave our Website, other terms and conditions and privacy notices or policies will likely apply and we suggest that You familiarise yourself with them prior to using them.

## **18. COMPENSATION FOR LOSSES**

18.1 We are not responsible for losses You suffer as a result of Your entering into a Subscription under these Terms that are:

18.1.1 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;

18.1.2 caused by using Paid Content for a purpose that it is not designed for. The rehabilitation programmes provided in the Paid Content are designed specifically for the purposes described in the product descriptions. We will not be liable if You use them for other purposes;

18.1.3 caused by an event outside Our control (please see clause 10); or

18.1.4 avoidable – something that:

18.1.4.1 happened because You did not follow clear instructions or directions given by Us. For example by not carefully following instructions given to You in advance of or during rehabilitation programmes delivered to You as part of the Paid Content;

18.1.4.2 was caused by Your use of Paid Content that is not suitable for You because it is not designed for Your condition, You have not sought a diagnosis by a regulated medical professional, or is due to an unrelated medical condition; or

18.1.4.3 could have been avoided by taking reasonable action. For example, damage to Your digital device that could have been

avoided by following Our advice to apply a free update, or having minimum system requirements advised by Us.

18.2 Our Paid Content under these Terms is for non-commercial, consumer use only. No warranty or representation is made that the Paid Content is fit for use as a product for the purpose of Your trade, business, craft or profession. We will not be liable to You for any loss of profit, loss of business, interruption to business, or loss of business opportunity. Should You use Our Paid Content for commercial purposes, Our total liability to You for all losses arising under or in connection with any contract between us, whether in contract, tort, breach of statutory duty or otherwise will be limited to any Subscription fees paid to Us for the Paid Content.

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

- 18.3.1 death or personal injury caused by Our negligence;
- 18.3.2 fraud;
- 18.3.3 any consumer rights that You might have; or
- 18.3.4 anything else that cannot be excluded by law.

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

## **19. COMPLAINTS AND FEEDBACK**

19.1 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 Paid Content. Should You have a complaint, or any other Feedback You can:

- 19.1.1 find Our complaints handling procedure on Our Website [here](#) or
- 19.1.2 contact Us using the contact details in clause 1.4 of these Terms.

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

20.1 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.

20.2 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.

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

21.1 We can transfer Our contract with You, so that a different organisation is responsible for supplying the Paid Content. We'll tell You in writing if this happens and We'll ensure that the transfer won't affect Your rights under the contract

21.2 You can only transfer Your contract with Us to someone else if We agree to this.

**22. NOBODY ELSE HAS ANY RIGHTS UNDER THIS CONTRACT**

22.1 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.

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

23.1 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.

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

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

**SCHEDULE 1: 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: