

Terms of Use

Introduction

By using this website, you ("the Client") agree to comply and remain bound to the Terms and Conditions ("Terms", "Conditions") of Use, Terms and Conditions of Purchase of Physiotherapy Services and Terms and Conditions of Purchase of Self-Management Workshops and Programmes with ACCESS PHYSIO LIMITED trading as Mastermum Physio registered in England and Wales with Company Number: 11978107 (herein referred to as "Mastermum Physio", "We", "Us", "Our" or similar) who provide their service ("the Service") on this website ("www.mastermumphysio.com").

Please do not use this website or submit information if you do not agree to all of the Terms and Conditions of this agreement in full. We may revise the Terms and Conditions at our discretion in the future without notice therefore you should revise these Terms on a regular basis.

Disclaimer

Online physiotherapy is not a perfect substitute for a face-to-face consultation with a Chartered Physiotherapist and, as is the case with 'in person' consultations, we are unable to guarantee that our services will result in a complete cure of your particular condition or complaint. We provide treatment plans that we believe will be effective based on our clinical experience, training and knowledge but We cannot guarantee results.

By nature of the fact that We are not in direct contact with Clients, the Online Service cannot meet the needs of every Client. Mastermum Physio will endeavour to provide the most effective treatment based on the information supplied by the Client within Our capabilities and using our available resources. However, if We believe that We are unable to provide a reasonable level of service, either due to the nature of the Clients' condition or if online assessment and treatment is inappropriate in the Client's case, Mastermum Physio will not proceed with the treatment and will recommend alternative courses of action for the Client to take. Face-to-face consultations may be offered in this case if the Client is located within the local practicing area of Mastermum Physio (Surrey, UK).

Provision of online treatment for Clients under 18 years old

We will only provide online assessment if we receive written consent from your parent or legal guardian. They will also be bound by all Mastermum Physio Terms and will need to act as chaperone during any assessment and treatment undertaken online.

All communication (written and verbal) with Clients younger than 18 years of age will be with their parent or guardian's inclusion.

Client Initiated Refunds

If for any reason your delivered service does not conform to the sale of goods act 1979 we will be happy to issue a credit or refund.

Mastermum Physio Initiated Refunds

If We deem that We cannot provide a reasonable treatment to a Client after an assessment has been carried out and payment taken, Mastermum Physio will provide a refund of 50% of the consultation fee to take this into account.

Clarity Calls and signposting sessions, which are free, have been designed to prevent a situation where We are unable to provide reasonable treatment to clients who make 1:1 Online appointments with Us.

Delivery

We endeavour to provide adequate convenient availability during working days to better enable Clients to access Our 1:1 services. For the purposes of our Terms, working days exclude Saturdays, Sundays & UK Public holidays.

As part of our unique approach to physiotherapy, Mastermum Physio will send occasional prompts to the Client's email address.

Free content and Self-Management Workshops and Programmes

Our free content and Self-Management workshops and programmes are intended as general information and are no substitute for Physiotherapy assessment, medical diagnosis or treatment.

You should consult a Qualified Healthcare Professional such as a Physiotherapist if you have any queries or concerns relating to your health or in connection with any medical condition prior to purchasing any workshop or programme and/or following any advice that is posted in our free content.

We have used all reasonable care and skill in compiling the content on this website and developing the self-management programmes and workshops available to purchase but We do not guarantee the accuracy or applicability of any information on this Website and cannot accept any liability for any errors or omissions or your use of the free content.

We endeavour to provide free content that is based on current research and up to date clinical practice as at the date of initial publication. We further attempt to update old posts as new information becomes available, but We do not guarantee its currency.

Our legal relationship with you

With Our free content We do not assume any duty of care in relation to you or any third party on the Website and your use of the free content does not create a practitioner-client relationship between you and Us.

If We feel that you would be better served and it would be in your best interest to be treated in a 1:1 capacity initially, We will inform you of this and discuss the options going forward with regards to you self-management plan.

You agree that any Self-Management Workshop and Programme purchased and followed by you is solely at your own risk and you agree to disclose any medical

conditions that could be contra-indications to participating in any unsupervised exercise or fitness activities.

The Self-Management Workshops and Programmes are designed to help women who are generally healthy to conveniently self-manage common issues experienced by women during the antenatal and postnatal periods.

You should confirm with your Consultant Obstetrician or GP before purchasing any Self-Management Workshops and Programmes that it is safe for you to participate in general exercise.

Use of the information on this Website

You must not copy or reproduce any free content in any way without Our written permission.

In the event that We do grant you permission to copy or reproduce any free content, you are given a non-exclusive licence, revocable at will, to copy and reproduce any free content for personal or commercial use provided that:

- when sharing our content, you include a link back to the specific blog entry or the home page of this Website (<http://mastermumphysio.com>); and
- display the domain name of this Website (mastermumphysio.com).

Third party intellectual property ownership

Please note that We have acquired licences to use certain marks, images and similar published on this Website.

The intellectual property rights attached to these marks, images and similar belongs to third parties and We cannot grant you permission to copy or reproduce these.

Please contact Us if you wish to copy or reproduce such marks, images and similar and We will endeavour to refer you to the relevant owner who may be able to assist you.

Unauthorised use and security measures

You must only use this Website in good faith and for legitimate personal purposes unless agreed otherwise. In particular, you must not:

- interrupt, or attempt to interrupt, the operation of this Website in any way;
- alter or attempt to alter any free content;
- gain access, or attempt to gain access, to any private data, personal information or software code stored on the servers used by this Website; or
- attempt to damage Our reputation and/or commercial interests in any way.

We reserve the right to limit or deny you access to this Website or your ability to make comments if, in our opinion, you breach these Terms of Use. We will also collect and store your IP address for the purpose of enforcing these Terms of Use.

Any unauthorised interruption or alteration is likely to result in criminal prosecution and/or civil action.

Dealings with advertisers & merchants, external links

Advertisements for other sites may be contained on Mastermumphysio.com. Unless We explicitly state it, we do not endorse any product linked to or advertised on mastermumphysio.com.

We do not make any assurances or warranties (expressed or implied) about the completeness, reliability or accuracy of any links to and from other sites contained on Our website.

Mastermum Physio and third parties may provide links to other websites or resources on Mastermumphysio.com, however, We have no control over these links or resources and You acknowledge and agree we are not responsible nor liable for any content, advertising, products, or other materials on or available from such sites or resources. You access those websites at your own risk.

Limited liability

To the fullest extent permitted by applicable laws, and except in respect of death or personal injury arising from Mastermum Physio's negligence, Mastermum Physio hereby excludes liability for any claims, loss, demands or damages of any kind whatsoever with respect to the Service, and any information, content, advertisements or products provided or distributed through the Service including, without limitation, direct, indirect, incidental or consequential loss or damages, whether arising from loss of profits, loss of revenue, loss of data, loss of use or otherwise and whether or not the possibility of such loss has been notified to Mastermum Physio.

The foregoing will apply whether such claims, loss or damages arise in tort, contract, negligence, under statute or otherwise. Your statutory rights as a consumer are not affected.

Indemnity

By using the Service you agree to defend, indemnify and hold Mastermum Physio, its officers, partners, employees, agents, licensors and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the Content in a manner that violates or is alleged to violate these Conditions.

Conclusion

These Terms and Conditions constitute the entire agreement between you and Mastermum Physio and govern your use of the Service, superseding any prior agreements between you and Mastermum Physio.

The Conditions and the relationship between you and Mastermum Physio shall be governed by the laws of England. You agree to submit to the exclusive jurisdiction of the English courts.

We make no claims or representations that the Online Physiotherapy Services may be lawfully used outside the United Kingdom. Unless otherwise expressly stated or agreed, Our online Physiotherapy services are directed solely at patients who receive the online Physiotherapy Services from within the United Kingdom.

If you choose to access or use the Online Physiotherapy Services from outside of the United Kingdom you do so at your own risk.

Please note that due to insurance limitations, we are unable to provide Physiotherapy Services to clients residing in Australia, Canada and the USA.