

# Terms and Conditions of Purchase: Physiotherapy Services

## General

We agree to provide Our Physiotherapy services including in-person (situation and location dependent) and online video assessment, diagnosis, advice and/or treatment (“**Physiotherapy Services**” and/or “**Online Physiotherapy Services**“) to you in return for a fee subject to the terms set out in these Terms and Conditions of Purchase which forms the agreement between you and Us.

These Terms and Conditions of Purchase include the entire understanding between you and Us and replace any previous arrangements We may have had with you unless specifically stated otherwise. Except for those terms implied by law, which cannot be excluded and any other terms specifically incorporated by reference – no other terms apply.

These Terms and Conditions of Purchase are specifically for our **1:1 online and in-person Physiotherapy services** and do NOT apply to our self-management workshops and programmes. Our self-management workshops and programmes have their own Terms of Purchase.

You indicate that you consent to these Terms and Conditions of Purchase in full by purchasing any **Physiotherapy Services** from the Website.

Please note that We alter these Terms and Conditions of Purchase occasionally and you must review this document before each purchase. This document was last changed on 8 May 2019.

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS OF PURCHASE PLEASE DO NOT PURCHASE OUR SERVICES.

## Clients under 18 years of age

As outlined in our Terms of Use We, if you are a client under 18 years of age We require written consent from a parent or legal and who must also agree to be bound by these Terms & Conditions of Purchase.

Furthermore they are to provide supervision in relation to the provision of information during any consultations or communications between you and Us and they must also provide proper supervision in relation to your use of any online physiotherapy services.

All written communication with patients under the age of 18 will be via a parent or guardian.

## Nature of Our Online Physiotherapy Services

Online Physiotherapy services cannot perfectly substitute a face-to-face consultation with a Physiotherapist and, as with our in-person consultations, We are unable to guarantee that our treatments will result in a cure of your complaint or condition.

We will, however, only recommend treatments and provide advice that We believe to be the most effective course of action for you.

## Termination of Physiotherapy Services

We reserve the right, at our discretion, to terminate the provision of Physiotherapy services to you. Reasons may include (but are not limited to): insurance limitations, your breach of any of the terms associated with the Online Physiotherapy Services, your non-compliance with treatment or where We are unable to provide an acceptable level of treatment online or in person. In the above cases, We will not provide or continue to provide Physiotherapy Services, however, we will endeavour to issue a full explanation with recommendations (where possible) and where applicable, arrange refunds. Please refer to the terms of use for more information on refunds.

## Provision of information by You

The efficiency and success of all of Our physiotherapy services relies on the information that you provide to Us. In this regard, you agree to provide Us with:

- Accurate and complete information during any assessments, discussions and correspondence with Us and;
- Any supplementary information which could reasonably be expected to be relevant to your condition or treatment.

## Provision of Online Physiotherapy Services by Us

We endeavour to contact you as soon as possible or within one (business) day of receiving your appointment booking and payment. We agree to provide you with written documentation regarding the outcome of your assessment as well as your treatment programme and/or other requested information via email within one business day of completing your full evaluation unless agreed otherwise.

In addition, We will send you occasional prompts to supplement your treatment programme.

For all “quick questions”, queries or clarity calls our aim is to respond to you within 3 (business) days.

## Using Our Physiotherapy Services

You must not implement any treatment programme or act on any advice given to you by Us unless you **fully understand** it. It is your responsibility to contact us to clarify any uncertainties with regards to your treatment programme or advice given **before** continuing to follow it.

We advise you to immediately discontinue any form of treatment (including following advice or a treatment program) if you experience any pain, discomfort or new symptoms which concern you and contact Us as soon as possible.

You must not provide Our treatment programme to any other person. **We assume no duty of care in relation to any third party.**

## Client Initiated Refunds

If for any reason you are not 100% satisfied with the Physiotherapy Services that we deliver to you will be happy to issue a credit or refund.

Mastermum Physio strives to help people and we always appreciate any opportunity to improve our service. If you have any complaints or concerns please do not hesitate to contact us on **info@mastermumphysio.com** so that we can work together to solve any issues that may arise.

## Liability

We will not be liable for any loss or damage (in contract negligence or otherwise) where:

- There is no breach of a legal duty of care owed to you by Us;
- The loss or damage is not a reasonably foreseeable result of any such breach; or
- Any loss or damage or increased risk of loss or damage results from a breach or non-compliance by you of all Our terms including but not limited to these Terms and Conditions of Purchase such as you providing inaccurate or incomplete information.

In particular, We are not liable for:

- Any loss of your emotional well-being including, but not limited to, any embarrassment caused;
- Any loss of income or anticipated profits;
- Any loss of opportunity;
- Any loss of goodwill or injury to reputation;

- Any losses suffered by third parties; or
- any indirect, consequential, special or exemplary damages arising from the use of any Mastermum Physio Services, regardless of the form of action.

In the event that we are unable to exclude Our liability to You in accordance with the applicable law, We limit our liability to the re-performance of the relevant Physiotherapy Services, or a full refund unless We specifically agree with you otherwise.

**Nothing in these Terms and Conditions of Purchase excludes or limits Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.**

**Nothing in these Terms and Conditions affects Your statutory rights.**

## Use of the Online Physiotherapy Service outside of the United Kingdom

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, the **Online Physiotherapy service is directed solely at patients who receive the Online Physiotherapy Services from within the United Kingdom.**

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

**Please note:**

**Due to insurance limitations, we are UNABLE TO PROVIDE TREATMENT TO clients residing in AUSTRALIA, CANADA AND THE USA.**

# Technical Specifications (what you will need)

You agree to have the following in place to enable us to provide you with Physiotherapy Services:

- A good working Internet connection;
- Necessary microphone / headphones / camera or similar equipment;
- Skype application unless we have agreed with you to use a different application or platform.

**We do not accept any liability in the event that you are unable to comply with the Specifications set out above.**