



Village Physio & Sports Injury Clinic

Terms and Conditions of Service

By booking an appointment for, or purchasing or receiving a, treatment or course of treatments you agree to be bound by our terms and conditions-

1. Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) Services: the treatment or course of treatments that We will provide to You as set out in the Treatment Form or otherwise agreed by You and Us from time to time;
- (b) Terms: the terms and conditions set out in this document;
- (c) Treatment Form: the registration form completed by You when attending a treatment for the first time and, if applicable, the letter We send You regarding Your treatment;
- (d) We/Our/Us: Village Physio and Sports Injury Clinic Limited, company number6468470, registered office, 3 Warburton street, Didsbury Manchester M206WA and
- (e) You/Your: the person who We provide the Services to.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail, texts and social media platforms unless We say otherwise.

2. Our agreement with You

2.1 These Terms set out the terms and conditions on which We will provide the Services to You.

2.2 Please read these Terms carefully and make sure You check that the details on the Treatment Form and in these Terms are complete and accurate, before signing and returning the Treatment Form. If You think that there is a mistake or have any questions relating to these Terms, please contact Us to discuss, and make sure You ask Us to confirm any changes in writing to avoid any confusion between you and Us.

2.3 When You book an appointment for the Services or return the signed Treatment Form to Us this will be treated as an offer to purchase those Services.

2.4 The contract between You and Us will only be completed and become binding on You and Us when We confirm to You that We can provide the Services as requested, We provide such Services to You or when We take any payment from You (which includes debiting Your chosen payment method), whichever is the earlier.

3. Changes to the booked Services or these Terms

3.1 We may revise these Terms by giving you 30 days' written notice from time to time.

3.2 If You do not agree with any of the changes to these Terms We make in accordance with clause 3.1 above You may cancel Your contract with Us in accordance with clause 9.

3.3 You may make a change to the Treatment Form or Services up to 1 days before your appointment by contacting Us. If such change will affect the total price of the Services, We will notify you of the amended price in writing. If You are unhappy with this revised price You may cancel Your contract with Us in accordance with clause 9.1.

3.4 If You wish to cancel the Services before Your treatment or course of treatment has been fulfilled in any other circumstances, please see clause 9 which details Your rights to do so.

4. Providing Services

4.1 We will supply the Services to you on the appointment date(s) and at the appointment time(s) that are agreed between You and Us.

4.2 If You do not pay Us for the Services when You are supposed to as set out in clause 6.3, We may refuse to provide any further Services with immediate effect until You have paid Us the outstanding amounts. We will contact You to tell You this. This does not affect Our right to charge You interest under clause 6.3(c).

5. If there is a problem with the Services

5.1 In the unlikely event that You are unhappy with the Services provided to You by Us:

- (a) please contact Us and tell Us as soon as reasonably possible; and
- (b) please give Us a reasonable opportunity to arrange an appointment with You so that You and We can agree a course of action to resolve Your concerns.

5.2 As a consumer, you have legal rights in relation to any Services which are not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Nothing in these Terms will affect those legal rights. For more information about Your legal rights please contact Your local Citizens' Advice Bureau or Trading Standards office.

6. Price and payment

6.1 The price of the Services will be advised at time of booking at the time We confirm Your appointment. Our prices may change at any time, but price changes will not affect appointments that We have confirmed with you.

6.3 Self-paying patients

(a) Where We agree to provide Services to You, We may ask You to make an advance payment of the total price of the Services. Your rights to a refund on cancellation are set out in clause 9.

(b) We will invoice You and You agree to pay for each treatment delivered in full at the end of each and every appointment.

(c) If You do not make any payment due to Us at the end of Your appointment, We may charge interest to You on the overdue amount at the rate of 3% a year above the base lending rate of Lloyds TSB Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us such interest together with any overdue amount.

(d) However, if You dispute an invoice in good faith and contact Us to let Us know promptly after You have received an invoice that you dispute it, clause 6.3(c) will not apply for the period before the dispute is resolved.

6.4 Insured patients

Whilst You will remain responsible for the payment of Your treatment, where you have private health & medical insurance:

(a) We will, where possible, process the insurance claim with Your insurer provided You have given Us all of the information about Your insurers- this is as follows:

- Policy/membership number
- Authorisation code
- Number of sessions authorised

If all 3 pieces of information cannot be provided, the appointment can only be booked as a 'self pay' appointment and You will need to recoup the cost directly from your insurance company

(b) if Your insurance company fails to pay Us within 90 days after the invoice being raised, You will become solely responsible to make the payment to Us; and

(c) if Your insurance company rejects an invoice, for instance due to excess being owed or funding levels being reached You will be liable to pay the invoice at the full amount.

Village Physio reserve the right to freeze further appointments until monies owed on insurance accounts are settled.

7. Our liability to you

7.1 [The Services will be provided to You by individual physiotherapists engaged by Us for that purpose and any claim relating to the negligent performance of the Services should be brought directly against the physiotherapist who delivered the treatment in question.]

7.2 We are responsible for loss or damage you suffer that is a predictable or obvious result of Our breach of the Terms or Our negligence based on the information known to Us at the time we entered into this contract. We are not, however, responsible for any loss or damage that We could not reasonably predict may arise.

7.3 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) Our fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- (d) defective products under the Consumer Protection Act 1987.

8. Events outside our control

8.1 We will not be responsible for any failure to deliver the Services or to do what anything else which We have promised because of something beyond Our reasonable control such as lighting, flood, exceptionally severe weather, fire, explosion, war, civil commotion, riot, terrorist attack or threat of terrorist attack or failure of public or private utility services.

8.2 We will contact You as soon as reasonably possible if any such circumstances arise and We will try our best to agree with You a new date and time for any appointment. If You and We are unable to agree an alternative date and time for provision of the Services You may cancel Your contract with Us in accordance with clause 9.1.

9. Your cancellation rights

9.1 You may cancel or rearrange an appointment for the Services or end the contract between You and Us at any time by telling Us by phone and/or confirmed in writing.

9.2 Unless clause 8.2 applies We reserve the right to charge a cancellation fee if You cancel an appointment within 1 days of the scheduled appointment date.

9.3 If cancellation charges are not settled, Village Physio reserve the right to request pre-payment before any further appointments can be booked or taken.

10. Our cancellation rights

10.1 We will let You know as soon as reasonably possible if We have to cancel or rearrange an appointment because of something beyond Our reasonable control (see clause 8) or because key personnel or key materials without which We cannot provide the Services are unavailable.

10.2 If We have to cancel an appointment under clause 10.1 and are unable to agree with You an alternative date and time for provision of those Services and You have made any payment in advance for such Services We will refund these amounts to You.

10.3 We may cancel any appointment or course of appointments at any time or end the contract between You and Us with immediate effect by giving You written notice if:

- (a) You do not pay Us when you are supposed to as set out in clause 6.3. This does not affect Our right to charge you interest under clause 6.3(c); or
- (b) You break these Terms in any other material way and You do not correct or fix the situation within [10] days of Us asking you to in writing.

11. Minors

Where a person makes an appointment or signs a Treatment Form as a parent or guardian on behalf of a child under the age of 18 who is under their care, they agree to be bound by these Terms, even if that child breaks, or is not bound by, any part of

these Terms. In these circumstances, the references in these Terms to “You” and “Your” shall include, as well as the child, the parent or guardian of such child. Minors under the age of 18 must have their registration form signed by a parent or guardian.

12. How to contact Us

12.1 If you have any questions or complaints, please contact Us by calling Us on 0161 448 7844

12.2 Alternatively, if You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing (for example, to cancel the contract), You can send this to Us by e-mail, by hand, or by pre-paid post to Village Physio & sports injury clinic, 3 Warburton Street, Didsbury, Manchester, M20 6WA We will always try to confirm receipt by contacting You in writing.

12.3 If We have to contact You or give You notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address You provide to Us in the Treatment Form.

13. How we may use your personal information

13.1 We will need certain personal information from You (such as details of Your injury, any other treatments You have received to date and of Your doctor) in order to provide the Services to You. If You do not provide Us with such information when asked, or you provide Us with incomplete or incorrect information, We may refuse to provide the Services to You by giving You written notice. This does not affect Your obligation to pay any invoices We have already sent You.

13.2 We will use the personal information you provide to Us to:

(a) provide the Services;

(b) process Your payment for such Services; and

(c) inform You about similar products or services, news and offers that We provide, but You may stop receiving these at any time by contacting Us.

13.3 We will not give Your personal data to any third party other than your referring body or GP if agreed by you.

14. Other important terms

14.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

14.2 This contract is between you and Us. Nobody other than You and Us will have the right to enforce any of its terms.

14.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the other parts will continue to apply.

14.4 These Terms are governed by English law and if You are not happy with how We deal with any disagreement and want to bring court proceedings against Us, You must do so within the UK.

EMERGENCIES

Village Physio & Sports injury clinic is now open 6 days a week, so if you are suffering from an acute condition or need an emergency consultation, we will try our best to arrange an appointment with a therapist on the very same day.

Main Office – 0161 448 7844

Emergency Mobile – 07961 350099

Email – info@didsburyphysio.co.uk

CORRESPONDENCE ADDRESS

Village Physio

3 Warburton Street

Didsbury

Manchester

M206WA