

TERMS & CONDITIONS

Below are the terms and conditions under which RESTORE Health & Fitness, provides (MSK) Soft tissue injury therapy, physiotherapy and sports injury therapy and its associated services (the 'Services'). The exact Services we will provide to you/your child will be determined by the outcome of the initial consultation and assessment (see paragraph 1 below).

Before you agree that we will provide services to you or your child and/or carry out the initial assessment, please read the terms and conditions. If you have any questions concerning them, please ask us before entering into a contract with us.

1. Initial Assessment

Before we provide any Services, we shall perform an Initial Assessment of you/your child's needs and requirements ('Initial Assessment'). An Initial Assessment consists of:

- a discussion with you about your/your child's needs.
- an evaluation of your/your child's needs.
- a full objective examination of your/your child's problem(s), which will involve following our reasonable instructions as set out below; and
- developing a programme of recommended action to address your/your child's needs and requirements.

An Initial Musculoskeletal (MSK) Assessment takes approximately 30 to 45 minutes. The initial session will involve talking about your/your child's presenting condition, past medical history, and what the issues relating to your/your child's condition are. We will also require you to sign a consent for treatment and release of information form (on behalf of your child, as appropriate).

2. Result

Please note that after the Initial Assessment has been carried out, we may decide that we cannot provide any Services if, for example, treatment for the condition may not be suitable or appropriate.

3. Performance of the Services

Initial Assessment

We will normally provide you/your child with the Services only after an Initial Assessment has been carried out. If there is a significant period between an Initial Assessment and us providing the Services, we may ask you to confirm in writing that the Initial Assessment remains accurate or ask you/your child to undergo another Initial Assessment.

Outcomes

It is not possible that any particular result or outcome can be guaranteed because of us providing the Services. Our aim is to provide the Services using reasonable care

and skill. Some conditions may take longer than others to treat and we will regularly reassess the treatment plan.

Regarding our paediatric clients, we endeavour to carry out a thorough and full MSK assessment of your child and their presenting problem(s) and, as appropriate, any necessary subsequent treatment sessions. However, please do be aware that if your child is unwilling to co-operate or becomes upset or agitated during the Initial Assessment or any subsequent treatment sessions, this may affect the way in, which that session is conducted, and consequently what we are able to achieve within that session. Unfortunately, should your child's behaviour disrupt the physiotherapy session, we are not obligated to waive the fee for this session, as your child's behaviour is ultimately your responsibility.

Sessions

If we have not agreed the number of sessions to be provided, we shall provide treatment on a session-by-session basis. We will agree the date and time of the first session and any subsequent sessions by telephone, in person or by e-mail.

4. Your rights and responsibilities

Following our reasonable instructions

For us to provide proper treatment, we will give reasonable instructions to you/your child (as appropriate) which should be followed. This may include, for example, removing some items of clothing for many conditions to be treated.

Assignments

We may set you/your child assignments to be completed between sessions. You are not obliged to complete these assignments but, if you do not complete them, your/your child's progress in achieving the desired outcomes may be slowed down.

Stopping a Session

We may stop a session at any time and not continue it if we consider that you/your child are/is not following our reasonable instructions. If this happens, you will still be liable (at our discretion) to pay the fee for that session.

5. Costs of sessions and payment

Fees

Our fees for each session are as confirmed by us to you.

Please note that you are personally liable to pay all our fees and any surcharges incurred, such as any cancellation fees. We are happy to accept you/your child as a client if you are arranging to pay through a third party (such as private medical insurance), however it is your responsibility to check with that third party whether you must pay any excess and how much treatment they will cover, as you will be liable for any shortfall payment they do not make.

Payment

We accept payment in cash, or by debit/credit card. Payment will be made by you to us at the end of each session, for that session. At the discretion of the treating therapist, we can also accept payment via online transfer/BACS, but payment should be made within 24 hours of that session.

6. If you are late for a Session or if you or we cancel or rearrange a Session

If you are late

If you are late arriving at a session, the session will begin on your arrival and continue until the time when it is scheduled to end. If you wish the session to overrun, and we agree/ are able, then you may be charged (at our discretion) for the extra time we spend in providing the Services.

If you cancel or do not turn up for a session

If you have booked a session and you cancel with less than 24 hours' notice or do not turn up for the session, then you are liable to pay the cost of that session. Please be aware that in many cases, insurance companies will not cover our fees if you have not turned up or cancelled with less than 24 hours' notice so, as stated above, if your insurance company will not pay, you will be personally liable for such payment.

If we cancel

On occasion, we may have to cancel a scheduled session. This may occur, for example, if a staff member is sick or unable to work. If we must cancel a scheduled session, we will book you another appointment as soon as reasonably possible. No charge will be made to you for the session cancelled by us.

7. Confidentiality

We shall treat all personal and business information supplied by you as confidential. We shall not disclose such information to any third party without your prior permission, except where required by law or where action might be necessary to protect you or someone else.

Data Protection

We are registered under the terms of GDPR 2016, and we shall treat all personal data in accordance with the requirements of those Regulations.

8. Outcomes

We shall seek to enable you/your child to achieve your/their desired outcomes. However, no outcome can be guaranteed, and you have sole responsibility for acting on any recommendations or advice that RESTORE Health & Fitness may give. We have no liability for any loss incurred by you, whether financial or otherwise, following our provision of the Services, nor for any perceived failure by you, whether justified or otherwise, to achieve your desired outcomes or goals.

9. Liability and indemnity

Limitation on our liability to you

Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount (and not exceeding the amount you pay in total for the Services), having regard to such factors as whether the damage was due to a negligent act or omission by RESTORE Health & Fitness. Nothing in these conditions will limit our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or fraud and fraudulent misrepresentation.

Limitation and exclusion of liability

We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, or for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Services. Except as set out in these conditions, all warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract. This clause will survive the termination of the contract.

Indemnity

You agree that you will indemnify us against all loss or damage suffered, including any legal fees or costs, as a result of any breach of this agreement by you.

10. Variation

We may change any of these terms or conditions, including our fees.

11. Early termination

In exceptional circumstances, such as illness or other commitments, inappropriate behaviour by you/your child, refusal to be treated in a reasonable way, actual or potential conflict of interest, or other reasons, we may decide to terminate the Services early and/or refuse or be unable to provide further sessions to you/your child. In such circumstances, we shall give you reasonable notice of termination where practicable and will refund to you any advance payment made for sessions not yet provided.

12. Severance

If a Court or any other competent authority finds that any provision of this contract (or any part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted and the validity and enforceability of the other provisions of the contract will not be affected.

13. Events outside our control

We will not be liable to you as a result of any delay or failure to perform our obligations under this contract as a result of any event beyond our control including but not limited to, strikes, lockouts, or other industrial disputes, failure of a utility

service or transport network, act of God, fire, flood or storm, or breakdown of machinery.

14. Contacting each other

If you wish to send any notice or letter then you should send it to our principal place of business or, if none is apparent, the venue where your treatment takes place. If we wish to send you a letter or notice, we shall use the address you have given prior to the Initial Assessment.

15. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

16. Disputes and governing law

If you are unhappy with the Services RESTORE Health & Fitness provides, we hope that you will discuss any problems or issues with the practitioner who treated you first. If that does not resolve matters to your satisfaction, the matter will be referred to one of the Company Directors who will handle the complaint. This agreement is governed and construed by English law and the parties submit to the jurisdiction of the Courts of England and Wales.