**Terms and Conditions**

These Terms and Conditions (“Terms”) are the standard terms for the provision of services by ‘Core Health Physio’ a Sole Trader registered in England as Sarah Crosby Physio.

**Information About Us**

We are regulated by the Health and Care Professionals Council (“HPC”).

We are a member of the Chartered Society of Physiotherapy (“CSP”) and Pelvic, Obstetric and Gynaecological Physiotherapy (“POGP”).

**1. The Contract**

* 1. These Terms govern the provision of specialist physiotherapy services provided at your residential home on a one to one basis (“the Services”) by Core Health Physio to you and will form the basis of the contract between Core Health Physio and you.
	2. The Services shall be provided at a time and date agreed in advance by us and you (“the Appointment”). Before requesting to book an Appointment (“Appointment Request”) please ensure that you have read these Terms carefully.
	3. Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Once you have made an Appointment Request, we may, at our discretion, accept this. If we accept your Appointment Request we shall notify you by email and/or text message and/or Whatsapp and/or telephone call and/ or voicemail message (“Appointment Confirmation”).
	4. We will not reserve or guarantee any particular date and/or time for any Appointment unless you have received an Appointment Confirmation.
	5. A legally binding contract between us and you (“Contract”) will be created upon our communication of the Appointment Confirmation.
	6. We shall ensure that the following information is given or made available to you prior to the formation of the Contract between us and you, save for where such information is already apparent from the context of the transaction:
	7. The main characteristics of the Services;
	8. The total Price for the Services including taxes or, if the nature of the Services is such that the price cannot be calculated in advance, the manner in which it will be calculated; Payment terms and conditions, please see below.

**2. Appointments**

All Appointment Requests made by you will be subject to these Terms.

* 1. You may change or cancel your Appointment by contacting us within 48 hours of the Appointment start time informing us of your intention to change or cancel the Appointment.
	2. A cancellation fee will apply for cancellations under 48 hours.
	3. We may cancel your Appointment at any time before the Appointment start time due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of our reasonable control. If such cancellation is necessary, we will inform you as soon as is reasonably possible. If you have made any payments to us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of us informing you of the cancellation. Cancellations will be confirmed in writing via email (and telephone where possible).
	4. We will use all reasonable endeavours to start the Appointment at its scheduled start time, but the start may be delayed by overrun of a previous Appointment or by other circumstances. If a delay to the start is at least 1 hour, you may cancel the Appointment without charge.

**3. Patient Information**

* 1. Following the Appointment Confirmation, you will be required to complete a patient information form (“Information Form”).
	2. You must complete the Information Form and sign it at your first Appointment with us in order for us to provide the Services to you.
	3. The details that you provide and confirm in the Information Form must be complete and correct.

**4. How We Use Your Personal Information (Data Protection)**

* 1. All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.
	2. For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to our Data Protection Privacy available from Sarah Crosby.

**5. Fee and Payment**

* 1. The fee for the Services are detailed on our website (“the Fee”). This shall be confirmed to you within the first Appointment Confirmation.
	2. In circumstances where we quote a fee, which is a different amount to “the Fee”, we shall communicate this to you and confirm the applicable fee by email/ text message/ Whatsapp (“the Special Fee”)
	3. Our fees may change at any time but these changes will not affect Appointment Confirmations that have been accepted by us. We reserve the right to amend the Fee and/or Special Fee for Appointments, which have not been confirmed, we shall communicate any change of the Fee and/or Special Fee to you by email/text message/Whatsapp.
	4. The Fee and/or Special Fee will be payable at the end of the Appointment (“Payment Due Date”)

We accept the following methods of payment:

1. BACS payment
2. Cash.
	1. If you fail to make payment for the Services we shall charge you interest on the outstanding amount at the rate of 8% per annum. Interest will accrue on a daily basis from the Payment Due Date until the actual date of payment of the outstanding amount, whether before or after judgment. You must pay any interest due when paying an outstanding amount.

**6. Cancellation**

* 1. If your Appointment is cancelled by you, you may be required to pay a cancellation fee.
	2. If your Appointment is cancelled by you before 48 hours of the Appointment start time you will not be required to pay a cancellation fee.
	3. If your Appointment is cancelled by you within 24-48 hours of the Appointment start time, you shall be required to pay a cancellation fee of 25% of the Fee and/or Special Fee.
	4. If your Appointment is cancelled by you within 24 hours of the Appointment start time, you shall be required to pay a cancellation fee of 50% of the Fee and/or Special Fee.

**7. Deposits**

* 1. Once the Appointment Confirmation has been provided by us, you may be required to pay a deposit of 25% (“Deposit”) of the total Fee and/or Special Fee for the Services. If a Deposit is required we shall confirm this to you with the due date for payment of the Deposit in the Appointment Confirmation.
	2. If your Appointment is cancelled by us, your Deposit will be refunded in full.
	3. If your Appointment is cancelled by you: 48 hours before the Appointment start time, a full refund shall be provided; within 48 hours of the Appointment start time, your Deposit shall be forfeited and offset from the cancellation fee due under clause 6 above.
	4. The balance of the Fee and/or Special Fee will be payable once we have provided the Services.

**8. Providing the Services**

* 1. As required by law, we will provide the Services with reasonable skill and care, consistent with
	best practices and standards in the physiotherapy profession and in accordance with any information provided by us about the Services and about us.
	2. If you do not pay us for the Services as required, we may cancel any Appointment until you have paid all outstanding sums due. If this happens, we will inform you by text/email/Whatsapp. This does not affect our right to charge you interest.

**9. Events Outside of Our Control (Force Majeure)**

* 1. We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.
	2. If any event described occurs that is likely to adversely affect our performance of any of our obligations under these Terms:
	3. We will inform you as soon as is reasonably possible;
	4. Our obligations under these Terms will be suspended and any time limits that we are bound by will be extended accordingly;
	5. We will inform you when the event outside of our control is over and provide details of any new dates, times or availability of Services as necessary;
	6. If an event outside of our control occurs and you wish to cancel the Contract, you may do so by
	providing us with confirmation in writing (text/email/Whatsapp). Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of our acceptance of your cancellation notice;

**10. Contact Details**

* 1. If you wish to contact us, you may do so by telephone at 07525 042529 or by email at sarah@corehealthphysio.com.

**11. Other Important Terms**

* 1. We may transfer (assign) our obligations and rights under these Terms (and under the Contract, as applicable) to a third party. If this occurs you will be informed by us in writing. Your rights under these Terms will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.
	2. We may from time to time change these Terms without giving you notice, but we will use our reasonable endeavours to inform you as soon as is reasonably possible of any such change.
	3. The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms.
	4. If any of the provisions of these Terms are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.
	5. No failure or delay by us in exercising any of our rights under these Terms means that we have waived that right, and no waiver by us of a breach of any provision of these Terms means that we will waive any subsequent breach of the same or any other provision.
	6. These Terms and the Contract shall be governed by, and construed in accordance with the law of England and Wales and shall be subject to the jurisdiction of the courts of England.