

TERMS OF SALE AND PHYSIOTHERAPY

BACKGROUND:

- (A) These Terms of Sale together with the documents referred to in the attachment below which Paid Content, accessed through this website, <<insert website address>>.
  - (B) Terms and information comprising consultations [Physitrack][Zoom cloud-based] online service delivery method are set out in the attachment below only for ease of reference. These Terms of Sale have the same effect as if set out in the attachment below.
  - (C) Please read these Terms of Sale carefully and ensure that You understand them before anything in these Terms of Sale. **When setting up an Account, you will be required to read, accept and agree to these Terms of Sale and the attached Terms of Use.** You will not be able to purchase a Subscription and access Paid Content until you have agreed to these Terms of Sale and the attached Terms of Use.
  - (D) All of the information that You are required to provide to Us as a Consumer whether or not you are required to provide it by law to Us, whether voluntarily give to You or not, when you order a Subscription or when you purchase Paid Content.
- We give You some of that information in the attachment set out in these Terms of Sale and the attached Terms of Use.
- (E) These Terms of Sale, as well as the attached Terms of Use, are in the English language only.
  - (F) These Terms of Sale apply to the use of Our Site are separate from the Terms of Use of Our Site.

1. Definitions and Interpretation

1.1 In these Terms of Sale, the following expressions have the following meanings:

“Account”

“Background Items”

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ent below and any and all other documents referred to in the attachment below which Paid Content, accessed through this website, <<insert website address>>.

accessing physiotherapy services from or via Our Site using the [Physitrack][Zoom cloud-based] online service delivery method are set out in the attachment below only for ease of reference. These Terms of Sale have the same effect as if set out in the attachment below.

ent below carefully and ensure that You understand them before anything in these Terms of Sale. **When setting up an Account, you will be required to read, accept and agree to these Terms of Sale and the attached Terms of Use.** You will not be able to purchase a Subscription and access Paid Content until you have agreed to these Terms of Sale and the attached Terms of Use.

part of the terms of Our Contract with You are required to provide it by law to Us, whether voluntarily give to You or not, when you order a Subscription or when you purchase Paid Content.

der a Subscription; or whether when deciding to order a Subscription or when you purchase Paid Content, you make any decision about the information that You are required to provide to Us as a Consumer whether or not you are required to provide it by law to Us, whether voluntarily give to You or not, when you order a Subscription or when you purchase Paid Content.

der a Subscription and some it is set out in these Terms of Sale and the attached Terms of Use.

racts, are in the English language only.

Content; the terms governing use of Our Site are separate from the Terms of Use of Our Site.

otherwise requires, the following definitions apply:

unt, referred to in Sub-Clause 7.1, that you agree to provide to Us in order to purchase any of our products or services.

and and other information about topics related to physiotherapy for pain, injury, illness, injury, illness, mental condition, fitness or wellbeing, that you agree to provide to Us, downloadable or viewable as part of our products or services.

**“Consumer”**

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individual patient who is to receive or use  
comprising Paid Content for their  
and for purposes wholly or mainly  
poses of any business, trade, craft or

**“Contract”**

contract for the purchase of a Subscription to  
Content, as explained in Clause 7;

**“Paid Content”**

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Content (including text, graphics, images,  
audio or video) comprising any physiotherapy  
page, examination, diagnosis, advice,  
exercise, or self-treatment programme, or  
physiotherapy Background Items, content,  
programmes or related information, sold by  
Us [Site and made available by Us [[on  
the Site]] by means of

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any synchronous livestream audio and/or video  
using (including Physitrack, Zoom, GoToMeeting,  
Microsoft Teams (part of Teams), WebEx);  
any non-livestream video and/or audio];  
any non-downloadable video and/or

**“Physiotherapist”**

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any other viewable text, graphics or other  
items or information, including  
links.

That information will be more fully described in other  
documents. We give or make available to You  
under a Subscription. That information may  
be provided by any Physiotherapist presenting  
ourselves on Our behalf but whether it does or does  
not we may if so We decide in our discretion at  
any time without notice substitute any other  
individual who is suitably qualified and

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any Physiotherapist or other individual who  
provides online to You any Paid Content  
and who contracts with You online to provide any

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**“Subscription”**

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Subscription to Our Site purchased by You  
You with the entitlement and access to  
which comprises either:

more specific single events or items;

more series or collections of two or more  
events or items; and/or

more or all types of events or items  
on or via Our Site; and

around Items.

information about the times and dates  
access to (a), (b) and (c) before You  
Subscription (as to which, see Sub-

tion will include access to the  
items for the whole period of the  
and they will all be accessible as soon as  
by a Subscription Confirmation;

**“Subscription Confirmation”**

acceptance and confirmation of Your  
Subscription;

**“Subscription ID”**

reference number for Your Subscription;

**“We/Us/Our”**

business name>> [, a company  
England under <<insert company  
whose registered address is <<insert  
>> and whose main trading address  
>>].

## 2. Information About Us

2.1 Our Site, <<insert  
business name>> [ <<insert  
company number>>  
>> and whose  
[Our VAT number is

owned and] operated by <<insert  
registered in England under <<insert  
address is <<insert registered  
is is] OR [of] <<insert address>>.  
-.]

2.2 [We are registered

Professions Council (HCPC).]

2.3 [We are a member

of Physiotherapy (CSP)]

2.4 [<<insert further info

## 3. Contacting Us

3.1 If You wish to con  
telephone at <<in  
address>>, or by po

questions, You may contact Us by  
>>, by email at <<insert email  
.

3.2 For matters relating  
contact Us by tele  
address>>, or by po

for Subscription or Account, please  
>>, by email at <<insert email  
.

3.3 For matters relating  
<<insert telephone

please contact Us by telephone at  
<<insert email address>>, by post

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at <<insert address>> at Clauses above.

3.4 To make a complaint

**4. Consumers only and Age**

Only a Consumer may purchase and access Paid Content on or through Our Site. Only if the user is at least <<insert age, usually 18>> years of age may they do so.

**5. Business Patients**

These Terms of Sale and Subscriptions and access to Paid Content do not apply to patients purchasing in the course of any business trade, craft or profession carried on by the individual person/organisation.

**6. Subscriptions, Paid Content and Availability**

6.1 [We make all reasonable efforts to ensure that all descriptions of Subscriptions and Paid Content from Us correspond to the actual Subscriptions and Paid Content that you will receive. [Please note, however, that due to <<insert text>> minor differences or discrepancies that may occur>>.]

6.2 [Please note that We do not exclude Our responsibility for mistakes due to negligence. This clause refers only to minor discrepancies between the Paid Content and the actual Paid Content. Please refer to Clause 11 if Your Subscription is incorrect.]

6.3 We may from time to time change any Subscription terms and prices. Changes in price will not affect any Subscription terms purchased but will apply to any subsequent renewals. We will inform You of any change in price at least <<insert text>> before the change is due to take effect. If You do not agree to such changes, You may cancel the Contract as described in Sub-Clause 13.1.

6.4 Minor changes may be made to certain Paid Content, for example, to reflect changes in law and regulatory requirements, or to address technical or operational changes. These changes will not alter the main characteristics of the Paid Content. However, changes made that would affect Your use of the Paid Content will be provided to You.

6.5 In some cases, as described in Clause 6.4, we may also make more significant changes to Paid Content. If We do so, We will inform You at least <<insert text>> before the changes are due to take effect. If You do not agree to such changes, You may cancel the Contract as described in Sub-Clause 13.1.

6.6 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of the Paid Content to You before You purchased Your Subscription to access the Paid Content. Please note that this does not prevent Us from editing the Paid Content, thereby going beyond the original description.

6.7 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time they are displayed. Pricing information is reviewed and updated every <<insert text>>. Changes in price will not affect any order placed (please note Sub-Clause 6.11 regarding VAT, however).

6.8 All prices are checked and confirmed before we accept Your order. In the unlikely

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event that We have writing to inform You shown when You amount and continue will give You the option to cancel Your order processing Your order response from You cancelled and notify

information, We will contact You in the correct price is lower than that will simply charge You the lower price. If the correct price is higher, We will offer You the Subscription at the correct price or to cancel (or part of it). We will not proceed with the Subscription until You respond. If We do not receive a response within 30 days, We will treat Your order as cancelled.

6.9 If We discover an error in Your order is processed, We will make reasonable efforts to correct the error. We may, however, have the right to cancel the Contract if the error is material. You do wish to cancel the Contract, please contact Us.

Subscription of Your Subscription after the error is corrected. We will notify You immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if the error is material. We will inform You of such an error and You may wish to cancel the Contract. See Sub-Clause 13.4.

6.10 If the price of a Subscription order being placed changes between the time of placing Your order and taking payment, You will be charged the price in effect at the time of placing Your order.

the ordered changes between Your order and taking payment, You will be charged the price in effect at the time of placing Your order.

6.11 All prices on Our Site for a Subscription order being placed are subject to change. The amount of VAT payable will be adjusted automatically if applicable.

VAT rate changes between Your order and taking payment, the amount of VAT payable will be adjusted automatically if applicable.

**7. Orders – How Contracts are Made**

7.1 Our Site will guide You through purchasing a Subscription. You will be given the opportunity to amend it. Please check Your order carefully before submitting it.

process of setting up an Account and see the attachment below as to how to set up Your purchase of a Subscription, Your order for the Subscription and check Your order carefully before submitting it.

7.2 If, during the order process, You provide incorrect or incomplete information, please contact Us immediately to ask to correct the information within a reasonable time and treat the Contract as void. We will not be responsible for any delay in the availability of the Subscription that results from You providing incorrect or incomplete information.

Us with incorrect or incomplete information as possible. If We are unable to complete the order due to incomplete information, We will contact You to request the accurate or complete information. If You do not provide the requested information, We will cancel Your order. We will not be responsible for any delay in the availability of the Subscription that results from You providing incorrect or incomplete information.

7.3 No part of Our Site constitutes a contractual offer that We accept. Your order to purchase a Subscription may, at Our sole discretion, constitute a contractual offer that We accept. Our acceptance is indicated by Us sending You a Subscription Confirmation. Only once We have sent You a Subscription Confirmation, there will be a legally binding Contract between Us and You.

ual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We accept. Our acceptance is indicated by Us sending You a Subscription Confirmation. Only once We have sent You a Subscription Confirmation, there will be a legally binding Contract between Us and You.

7.4 Subscription Confirmation

following information:

7.4.1 Your Subscription details

7.4.2 Confirmation of the main characteristics of the Subscription as part of the Contract

ordered including full details of the Subscription and Paid Content available for download

7.4.3 Fully itemized list of charges, including any applicable taxes and other charges

Subscription including, where applicable, any applicable taxes and other charges;

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7.4.4 The duration of the Paid Content (including the start date, and the [expiry] [and

7.4.5 Confirmation of the availability of the Paid Content will be made available to You and that You will lose Your legal right to cancel upon accessing the Paid Content as set out in Clause 12.1;

7.4.6 In relation to any individual event, item, series, or collection of items constituting the Paid Content, the period of availability will be either (a) the whole period of availability or a specific period commencing on a stated date and ending on a stated date; and

7.4.7 <<insert additional information as required>>.

7.5 In the unlikely event that We cannot fulfil Your order for any reason, We will expeditiously refund any payment taken under normal circumstances. If We cannot refund any such sums will be refunded to You as soon as possible, but within <<insert period>>.

7.6 Any refunds under this Clause will be issued to You as soon as possible, and in any event no later than the end of the day on which the event triggering the refund occurs.

7.7 Refunds under this Clause will be made using the same payment method as the original payment method description [unless You specifically request that We make the refund using a different method].

**8. Payment for Subscription**

8.1 Payment for Subscription Content will be made in advance. Your chosen payment method will be used to process Your order and send You a Subscription Confirmation. Payment occurs immediately and You will be shown a message confirming successful payment.

8.2 We accept the following payment methods on Our Site:

- 8.2.1 <<insert payment method>>
- 8.2.2 <<insert payment method>>
- 8.2.3 <<insert payment method>>
- 8.2.4 <<add further payment methods as required>>.

8.3 If You do not make payment on time, We will suspend Your access to the Paid Content. For more information, please refer to Sub-Clause 9.6. If You do not make payment within <<insert period>> of Our reminder, We may cancel the Content and any sums due to Us will remain due and payable.

8.4 If You believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know. You will not be entitled to a refund while availability is suspended.

**9. Provision of Paid Content**

9.1 We undertake to provide You with access to the Paid Content for which You have paid on these Terms of Sale the Paid Content for which You have paid, provided You choose not to access or make any permitted use of such Content or, for any reason not attributable to Us, You will not be entitled to any refund.

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9.2 Paid Content approval will be available to You from when We send You information for the duration of Your Subscription, including until You end the Contract, on and subject to the following:

information for the duration of Your Subscription, including until You end the Contract, on and subject to the following:

9.2.1 An item of Paid Content will be available when stated in the information provided to You, either (a) if it is scheduled to be available for the first time, the time and date when it is scheduled to be available for the first time; or (b) if it is a pre-recorded or other non-scheduled item, the time and date within which it is or will be available for the first time.

will be available when stated in the information provided to You, either (a) if it is scheduled to be available for the first time, the time and date when it is scheduled to be available for the first time; or (b) if it is a pre-recorded or other non-scheduled item, the time and date within which it is or will be available for the first time.

9.2.2 If an item of Paid Content is a live stream item, We will use all reasonable steps to ensure it is available and start it at the time it is scheduled to be available, but it may be delayed either by overrun of a previous live stream or by other circumstances. Any such delay will not normally exceed (e.g. 15 Minutes) but if the start is delayed by more than this, then We will <<Insert details of how We will compensate >> to compensate You for any inconvenience.

live stream item, We will use all reasonable steps to ensure it is available and start it at the time it is scheduled to be available, but it may be delayed either by overrun of a previous live stream or by other circumstances. Any such delay will not normally exceed (e.g. 15 Minutes) but if the start is delayed by more than this, then We will <<Insert details of how We will compensate >> to compensate You for any inconvenience.

9.3 When You place an order for Paid Content, You will be required to expressly acknowledge that You understand that the Paid Content will be made available to You immediately. You will also expressly acknowledge that by accessing (e.g. downloading) the Paid Content, You will lose Your legal right to cancel the order (the "cooling-off period"). Please see Sub-Clause 12.2 for more details.

, You will be required to expressly acknowledge that You understand that the Paid Content will be made available to You immediately. You will also expressly acknowledge that by accessing (e.g. downloading) the Paid Content, You will lose Your legal right to cancel the order (the "cooling-off period"). Please see Sub-Clause 12.2 for more details.

9.4 In some limited circumstances, We may be required to suspend the provision of Paid Content (in full or in part) for the following reasons:

to suspend the provision of Paid Content (in full or in part) for the following reasons:

9.4.1 To fix technical issues or make necessary minor technical changes;

make necessary minor technical changes;

9.4.2 To update the Paid Content to comply with relevant changes in the law or other applicable regulations;

comply with relevant changes in the law or other applicable regulations;

9.4.3 To make necessary changes to the Paid Content, as described above in Sub-Clause 9.2.1.

to the Paid Content, as described above in Sub-Clause 9.2.1.

9.5 If We need to suspend the provision of Paid Content for any of the reasons set out in Sub-Clause 9.4, We will notify You in advance of the suspension and explain why it is necessary (e.g. urgent or emergency circumstances, or a dangerous problem with the Paid Content, in which case We will suspend availability for as soon as reasonably possible after suspension). [If the suspension is for more than a period equivalent to the length of the Paid Content (or, if the Paid Content is less than <<insert period>>)], Your Subscription will be suspended for a period equivalent to the length of the Paid Content (or, if the Paid Content is less than <<insert period>>)]. If the suspension lasts for more than <<insert period>>, We will terminate Your Contract as described below in Sub-Clause 13.2.

paid Content for any of the reasons set out in Sub-Clause 9.4, We will notify You in advance of the suspension and explain why it is necessary (e.g. urgent or emergency circumstances, or a dangerous problem with the Paid Content, in which case We will suspend availability for as soon as reasonably possible after suspension). [If the suspension is for more than a period equivalent to the length of the Paid Content (or, if the Paid Content is less than <<insert period>>)], Your Subscription will be suspended for a period equivalent to the length of the Paid Content (or, if the Paid Content is less than <<insert period>>)]. If the suspension lasts for more than <<insert period>>, We will terminate Your Contract as described below in Sub-Clause 13.2.

9.6 We may suspend provision of the Paid Content as follows if We do not receive payment on time from You: if You do not pay us by the due date, however if You do pay us within <<insert period>> of Our due date, We may suspend provision of the Paid Content until We have received payment in full. If You do not pay us all outstanding sums by the due date, We do suspend provision of the Paid Content until We have received payment in full. You will not be charged for any provision of the Paid Content while the suspension is in place.

ent as follows if We do not receive payment on time from You: if You do not pay us by the due date, however if You do pay us within <<insert period>> of Our due date, We may suspend provision of the Paid Content until We have received payment in full. If You do not pay us all outstanding sums by the due date, We do suspend provision of the Paid Content until We have received payment in full. You will not be charged for any provision of the Paid Content while the suspension is in place.

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9.7 Any refunds under this Clause 9.7 and in any event the refund shall be issued to You as soon as possible, and in any event no later than 14 days of the day on which the event triggering the refund occurred.

9.8 Refunds under this Clause 9.8 shall be made using the same payment method that You used when You made the purchase, unless You specifically request that We make the refund using a different payment method [unless You specifically request that We make the refund using a different payment method].

**10. Licence**

10.1 When You purchase any of Our Paid Content, We will grant You a limited, non-exclusive, non-sublicensable licence to use, access, participate in, and share that Paid Content for personal, non-commercial purposes. This licence to You does not give You any rights in Our Paid Content or any material that We may licence from third parties).

10.2 The licence granted under Clause 10.1 is subject to the following usage restrictions and conditions:

10.2.1 You may not copy, reproduce, publish, republish, share, broadcast or otherwise make available to any third party (or any part of it) or make it available to any third party, unless permitted under the Copyright Designs and Patents Act 1988 or Chapter 3 'Acts Permitted in relation to Copyright Material'.

10.2.2 If [excepted] You use a two way livestream facility item or event access that is also simultaneously made accessible to any other person(s), You may not use that facility to communicate or make accessible to any other person(s) anything (by voice, text, image or otherwise) unless You expressly request or permit in any particular case; [and]

10.2.3 <<Insert additional restrictions or permissions as required>>.

**11. Problems with the Paid Content**

11.1 By law, We must provide Paid Content that is of satisfactory quality, fit for purpose, and as described. If the Paid Content available through Your Subscription does not meet these requirements, we will contact You as soon as reasonably possible to inform You of the problem. Your available remedies will be as follows:

11.1.1 If the Paid Content is defective, You will be entitled to a repair or a replacement.

11.1.2 If We cannot repair or replace the Paid Content within a reasonable time, or if the repair or replacement has not been (or cannot be) fixed without significant inconvenience to You, You may be entitled to a partial refund.

11.1.3 If You cannot use the Paid Content on any other digital device, or if the Paid Content has damaged Your device or other digital content because We have not used reasonable care, You may be entitled to a repair or replacement of the device or other digital content. Clause 14.3 for more information.

11.2 [Please note that We will not be liable under this Clause 11 if We informed You of the fault(s) of the Paid Content before You accessed it and it was not the fault(s) of the Paid Content. For example, if the Paid Content is an alpha or beta version and We have warned You that it may contain bugs that could harm Your device or other digital content, or if You have purchased the Paid Content for an

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unsuitable purpose  
problem has resulted  
the problem is the r

nor made known to Us and the  
Paid Content for that purpose; or if  
onal or careless damage.]

11.3 If there is a problem  
contact details>> or  
<<insert name or d  
problem.

nt, please contact Us at <<insert  
Our Site <<insert link>> to inform  
ent services department>> of the

11.4 Refunds (whether  
Clause 11 will be  
agree that You are

y reductions in price) under this  
ar days of the day on which We

11.5 Refunds under this  
that You used whe  
request that We ma

using the same payment method  
scription [unless You specifically  
ent method].

11.6 For further informa  
local Citizens' Advic

a consumer, please contact Your  
ndards Office.

**12. Cancelling Your Subscription**

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12.1 If You are a Consumer  
a legal right to a "cooling-off"  
for any reason, including  
refund. The period of the  
Confirmation (i.e. when You  
when You access  
days after the date of

European Union, by default You have  
which You can cancel the Contract  
changed Your mind, and receive a  
ve sent You Your Subscription  
n You and Us is formed) and ends  
m) Paid Content, or 14 calendar  
ormation, whichever occurs first.

12.2 After the cooling-off  
However, subject to  
refunds and You will  
remainder of Your contract  
applicable), whereu

el Your Subscription at any time.  
Clause 13, We cannot offer any  
cess to the Paid Content for the  
until the renewal or expiry date, as

12.3 If You purchase a  
renew by mistake),  
to access any Paid  
Content since the  
Subscription We will  
If You have accessed  
will not be able to o  
Paid Content for the  
expiry date, as appl

e (or allow Your Subscription to  
on as possible and do not attempt  
ou have not accessed any Paid  
al date, as appropriate) of the  
subscription and issue a full refund.  
e the Subscription has started, We  
will continue to have access to the  
scription (up until the renewal or

12.4 If You wish to exer  
inform Us of Your  
convenience We of  
include [a link to] it  
or by post is effecti  
You would prefer t  
details:

el under this Clause 12, You may  
ay You wish, however for Your  
n Our Site <<insert link>> and will  
onfirmation. Cancellation by email  
ch You send Us Your message. If  
cancel, please use the following

12.4.1 Telephone

ber>>;

12.4.2 Email: <<in

12.4.3 Post: <<ins

in each case, pro  
telephone number,

name, address, email address,

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12.5 [We may ask You v  
You provide to imp  
You are under no o

cancel and may use any answers  
services, however please note that  
details if You do not wish to.]

12.6 Refunds under this  
in any event within  
You wish to cancel.

d to You as soon as possible, and  
day on which You inform Us that

12.7 Refunds under this  
that You used whe  
request that We ma

using the same payment method  
description [unless You specifically  
ent method].

**13. Your Other Rights to End**

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13.1 You may end the  
forthcoming change  
Sub-Clauses 6.3 or  
the change is set to  
Subscription, We w  
will not take effect o  
the Contract will e  
continue to have ac

if We have informed You of a  
the Paid Content (as described in  
of Sale that You do not agree to. If  
You before the end of Your current  
<<insert type of refund>>. If the change  
expiry of Your current Subscription,  
Subscription period and You will  
until that date.

13.2 If We have suspend  
period>>, or We ha  
for more than <<ins  
described in Sub-C  
issue You with a <<

id Content for more than <<insert  
e are going to suspend availability  
end the Contract immediately, as  
e Contract for this reason, We will  
refund.

13.3 If there is a risk that  
because of events  
immediately. If You  
<<insert type of refu

content will be significantly delayed  
control, You may end the Contract  
s reason, We will issue You with a

13.4 If We inform You of  
the Paid Content an  
immediately. If You  
<<insert type of refu

description of Your Subscription or  
contract as a result, You may end it  
s reason, We will issue You with a

13.5 You also have a leg  
of it. You may also  
more details of Yo  
Bureau or Trading S

act at any time if We are in breach  
partial refund and compensation. For  
refer to Your local Citizens Advice

13.6 Refunds under this  
on which Your ca  
method that You  
specifically request

within 14 calendar days of the date  
effective, using the same payment  
Your Subscription [unless You  
sing a different method].

13.7 If You wish to exerc  
so in any way Y  
cancellation form o  
the Subscription C  
cancel, please use t

under this Clause 13, You may do  
Your convenience We offer a  
> and will include [a link to] it with  
d prefer to contact Us directly to

13.7.1 Telephone

ber>>;

13.7.2 Email: <<ir

13.7.3 Post: <<ins

in each case, pro

name, address, email address,

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telephone number,

13.8 [We may ask You to provide information to help us improve our services. You are under no obligation to provide such information.]

cancel and may use any answers you provide to improve our services, however please note that we are not responsible for details if You do not wish to.]

**14. Our Liability to Consumers**

14.1 We will be responsible for any loss or damage that You may suffer as a result of using Our Site or Our Services, except as a result of Our negligence or as a direct consequence of Our actions or inactions. We will not be responsible for any loss or damage that is not directly caused by Our Site or Our Services.

any loss or damage that You may suffer as a result of using Our Site or Our Services, except as a result of Our negligence or as a direct consequence of Our actions or inactions. We will not be responsible for any loss or damage that is not directly caused by Our Site or Our Services.

14.2 Our Paid Content is provided for personal use only. We make no warranty or representation that our Paid Content is fit for commercial, business or industrial use of any kind. We will not be liable to You for any loss of profit, loss of business, or for any loss of business opportunity.

any loss or damage that You may suffer as a result of using Our Site or Our Services, except as a result of Our negligence or as a direct consequence of Our actions or inactions. We will not be responsible for any loss or damage that is not directly caused by Our Site or Our Services.

14.3 If, as a result of Our Site or Our Services, any digital content (including Paid Content) from Our Site damages Your device or other equipment, we will, at Our discretion, repair or replace the device or equipment. We will be liable under this provision only if the damage is caused by Our Site or Our Services.

any loss or damage that You may suffer as a result of using Our Site or Our Services, except as a result of Our negligence or as a direct consequence of Our actions or inactions. We will not be responsible for any loss or damage that is not directly caused by Our Site or Our Services.

14.3.1 We have implemented measures designed to protect the security of our Site and Our Services.

any loss or damage that You may suffer as a result of using Our Site or Our Services, except as a result of Our negligence or as a direct consequence of Our actions or inactions. We will not be responsible for any loss or damage that is not directly caused by Our Site or Our Services.

14.3.2 The damage must be caused by Our Site or Our Services.

any loss or damage that You may suffer as a result of using Our Site or Our Services, except as a result of Our negligence or as a direct consequence of Our actions or inactions. We will not be responsible for any loss or damage that is not directly caused by Our Site or Our Services.

14.3.3 Your device must meet any relevant minimum system requirements before You purchase or use our Site or Our Services.

any loss or damage that You may suffer as a result of using Our Site or Our Services, except as a result of Our negligence or as a direct consequence of Our actions or inactions. We will not be responsible for any loss or damage that is not directly caused by Our Site or Our Services.

14.4 Nothing in these Terms and Conditions shall limit or exclude Our liability for death or personal injury caused by Our negligence, or for fraudulent misrepresentation, or for any liability that cannot be excluded or limited by law. We will not be liable for any loss or damage that is not directly caused by Our Site or Our Services.

any loss or damage that You may suffer as a result of using Our Site or Our Services, except as a result of Our negligence or as a direct consequence of Our actions or inactions. We will not be responsible for any loss or damage that is not directly caused by Our Site or Our Services.

14.5 Nothing in these Terms and Conditions shall limit or exclude Your legal rights as a consumer. For more information on Your rights, please refer to Your local Citizens Advice Bureau or Consumer Rights Office.

any loss or damage that You may suffer as a result of using Our Site or Our Services, except as a result of Our negligence or as a direct consequence of Our actions or inactions. We will not be responsible for any loss or damage that is not directly caused by Our Site or Our Services.

14.6 We will not be responsible for any loss or damage that You may suffer as a result of using Our Site or Our Services, except as a result of Our negligence or as a direct consequence of Our actions or inactions. We will not be responsible for any loss or damage that is not directly caused by Our Site or Our Services.

any loss or damage that You may suffer as a result of using Our Site or Our Services, except as a result of Our negligence or as a direct consequence of Our actions or inactions. We will not be responsible for any loss or damage that is not directly caused by Our Site or Our Services.

**15. Complaints and Feedback**

15.1 We always welcome Your feedback and comments, and whilst We always use all reasonable endeavours to respond to Your feedback as quickly as possible, we do not guarantee a positive one, We will not be liable for any loss or damage that is not directly caused by Our Site or Our Services.

any loss or damage that You may suffer as a result of using Our Site or Our Services, except as a result of Our negligence or as a direct consequence of Our actions or inactions. We will not be responsible for any loss or damage that is not directly caused by Our Site or Our Services.

15.2 All complaints are handled in accordance with Our complaints handling policy.

any loss or damage that You may suffer as a result of using Our Site or Our Services, except as a result of Our negligence or as a direct consequence of Our actions or inactions. We will not be responsible for any loss or damage that is not directly caused by Our Site or Our Services.

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and procedure, available at <<insert location>> and <<insert location>> respectively.

<<insert location>> and <<insert location>>

15.3 If You wish to contact Us, please contact Us in one of the following ways:

of Your dealings with Us, please

15.3.1 [In writing, by post to <<insert name and/or position>>, <<insert address>>;]

<<insert name and/or position>>, <<insert

15.3.2 [By email, at <<insert email address>>]

<<insert name and/or position>> at <<insert

15.3.3 [Using Our contact form;]

g the instructions included with the

15.3.4 [By contacting <<insert telephone number>> [and choosing option <<insert number>> when prompted].]

<<insert telephone number>> [and when prompted].]

**16 How We Use Your Personal Information (Data Protection)**

**(Data Protection)**

We will only use Your personal information in accordance with Our Privacy Notice <<insert link to Privacy Notice>> available at <<insert link to Privacy Notice>> and Our Cookie Policy <<insert link to Cookie Policy>>.

Our <<insert document name, e.g. Privacy Notice>> [and Cookie Policy <<insert document name, e.g. Cookie Policy>>]

**17 Other Important Terms**

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17.1 We may transfer (assign) Our rights and obligations under these Terms of Sale (and under the Contract) to a third party (this may happen, for example, if We are sold or our business is sold). Your rights and obligations under these Terms of Sale (and under the Contract) will not be affected and Our obligations under these Terms of Sale (and under the Contract) will be transferred to the third party.

and rights under these Terms of Sale (and under the Contract) to a third party (this may happen, for example, if We are sold or our business is sold). Your rights and obligations under these Terms of Sale (and under the Contract) will not be affected and Our obligations under these Terms of Sale (and under the Contract) will be transferred to the third party.

17.2 [You may not transfer (assign) Our rights and obligations under these Terms of Sale (and under the Contract) to a third party without Our express written permission. We may not permit the third party to enforce any of its terms under these Terms of Sale (and under the Contract).]

ons and rights under these Terms of Sale (and under the Contract) to a third party without Our express written permission. We may not permit the third party to enforce any of its terms under these Terms of Sale (and under the Contract).]

17.3 The Contract is between You and Us. No other person shall have any rights to enforce any of its terms under these Terms of Sale (and under the Contract).

her person shall have any rights to enforce any of its terms under these Terms of Sale (and under the Contract).

17.4 If a court or other authority determines that any part(s) of these Terms of Sale are unlawful, the remainder of these Terms of Sale shall remain in full force and effect.

part(s) of these Terms of Sale are unlawful, the remainder of these Terms of Sale shall remain in full force and effect.

17.5 If We fail to take steps to enforce any of Our rights under these Terms of Sale (and under the Contract) it will not prevent Us doing so at a later date, for example, if You have become payable to Us.

steps to enforce any of Our rights under these Terms of Sale (and under the Contract) it will not prevent Us doing so at a later date, for example, if You have become payable to Us.

17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and regulations. If We change these Terms of Sale as they relate to You, We will give You reasonable advance notice of the changes. You may cancel Your order (see details of how to cancel if You are a Consumer in Clause 3.1 above).

ne to time in response to changes in relevant laws and regulations. If We change these Terms of Sale as they relate to You, We will give You reasonable advance notice of the changes. You may cancel Your order (see details of how to cancel if You are a Consumer in Clause 3.1 above).

**18 Law and Jurisdiction**

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18.1 These Terms and the Contract shall be governed by, and construed in accordance with, the law of <<insert jurisdiction>> [Northern Ireland] [Scotland].

relationship between You and Us shall be governed by, and construed in accordance with, the law of <<insert jurisdiction>> [Northern Ireland] [Scotland].

18.2 As a Consumer, You may not be able to opt out of the mandatory provisions of the law in <<insert jurisdiction>> [Northern Ireland] [Scotland]. Clause 18.1 above takes away or restricts those provisions.

mandatory provisions of the law in <<insert jurisdiction>> [Northern Ireland] [Scotland]. Clause 18.1 above takes away or restricts those provisions.

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18.3 As a Consumer, and Us relating to You and Us (where otherwise) shall be subject to the jurisdiction of the courts of Scotland, or Northern Ireland, as determined by You

proceedings or claim between You and Us (where otherwise) shall be subject to the jurisdiction of the courts of Scotland, or Northern Ireland, as determined by You

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1. **Physiotherapy**

The provision of online physiotherapy (“Physiotherapy”) that We provide

or content (referred to below as “Physiotherapy”) that We provide

<<The following are examples of the services that We provide. You should insert details as necessary>>

<<The following are examples of the services that We provide. You should insert details as necessary>>

- triage;
- taking case history;
- examination;
- testing and assessment;
- diagnosis;
- advice;
- guidance;
- information;
- movements;
- stretching;
- exercise demonstration;
- exercise prescription;
- muscle toning;
- strength building;
- development of physiotherapy programmes [and any other physiotherapy services, techniques and/or exercises].

particular result will be brought about by receiving or making use of any Physiotherapy depending on various factors.

We make no warranty or representation about as a result of Our Physiotherapy. Results will vary depending on various factors.

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2. **Use of [Physitrack][the Zoom] or other online service delivery platform]** OR [<<insert name of other online service delivery platform>>]

2. **Use of [Physitrack][the Zoom] or other online service delivery platform]** OR [<<insert name of other online service delivery platform>>]

We [only] offer Physiotherapy online service delivery platform that You cannot attend a session for any reason].

We [only] offer Physiotherapy online service delivery platform that You cannot attend a session for any reason].

We use technology which is provided that You have access to [Physitrack][Zoom] or other online service delivery platform (“Z”) for the purpose of providing Physiotherapy. For this purpose, We use a video conferencing platform (“Zoom”) or other online service delivery method/s offered>>

We use technology which is provided that You have access to [Physitrack][Zoom] or other online service delivery platform (“Z”) for the purpose of providing Physiotherapy. For this purpose, We use a video conferencing platform (“Zoom”) or other online service delivery method/s offered>>

Where We are to make Physiotherapy available by means of [Physitrack][Zoom] OR [<<insert name of other online service delivery platform>>] on a subscription basis.

Where We are to make Physiotherapy available by means of [Physitrack][Zoom] OR [<<insert name of other online service delivery platform>>] on a subscription basis.

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3. **The technology that We use**

**providing**

We will subscribe to [Physitrack][Zoom] or other online service delivery platform>>] and will use the name of other online service delivery platform>>] to maintain that subscription. It will

We will subscribe to [Physitrack][Zoom] or other online service delivery platform>>] and will use the name of other online service delivery platform>>] to maintain that subscription. It will

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enable Us to act as “host” via the [Physitrack][Zoom] facility.

iotherapy to You over the internet online service delivery platform>>]

To receive or participate in that We agree with You is to session via [Physitrack][Zoom] platform>>. You will not [Physitrack][Zoom] [<<insert or to join that session: You by Your Subscription.

Within the scope of [the programme subscription], You will need to join a of other online service delivery free or charge for use of the service delivery platform>>] facility the Physiotherapy made available

We do not provide any PC or any [Physitrack][Zoom] App or other software for use service or other equipment [Physitrack][Zoom] [<<insert

phone or other hardware (“Device”) online service delivery platform>>] es, nor any internet connection or ssary to enable You to use service delivery platform>>].

4. **The technology and other**

**responsible for providing**

It will be Your sole responsibility with all necessary technology Physiotherapy via [Physitrack] platform>>].

You have access to, and familiarity can receive and participate in ne of other online service delivery

You will need have access for this purpose:

non-exhaustive list of facilities for

- (a) An appropriate fund
- (b) An up to date [Platform] delivery platform>> Your Device, and in that You can receive
- (c) Stable, reliable, internet
- (d) A safe and suitable appropriate, and to treatment or activities
- (e) Suitable clothing for or activities concern
- (f) As advised by Us with you then or at other equipment that

adequately charged; rt name of other online service It will need to be downloaded to and correctly on Your Device, so

We do not make supply of other online service delivery Physiotherapy. We are not will have no responsibility subject to and governed [Physitrack] [Zoom] [<<insert third party provider of the p

te speed; n to watch, listen, speak where py examination, exercises, self- mination, exercises, self-treatment

Paid Content consisting of [Zoom] [<<insert name of instead downloadable direc

order for a Subscription or agreed physiotherapy exercise equipment or

5. **Scope of what We provide**

[Physitrack][Zoom] [<<insert name of m that You use to access any d and use of that platform, and We tion to it in any respect. It will be conditions and privacy policy of service delivery platform>>] as the on such download and use.

(1) **Technology**

[not] provided via the [Physitrack] ivery platform>>] platform [but is

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We do not, and cannot, set up, maintain, or operate any technology. If You need any advice about technology, You should seek it from an appropriate third party. We cannot, give You any advice about what technology is needed.

We do not claim to have a special need or use for the purpose of this request it, either before or after we receive it, offer suggestions in good faith in our report, but it will not be in our responsibility or accept any liability to resolve any problem or if by using Your digital content is damaged. Sub-Clause 14.3.

relation to any technology that You use for therapy. However, We may, if You request physiotherapy, and without charge, provide You with that technology that You request. We do not therefore take on any liability if a suggestion does not help You to resolve a suggestion You experience any other problem, loss or damage to Your digital content where We are liable to You under Sub-Clause 14.3.

We will not be responsible for any delay due to any failure or delay from any cause beyond Our control. We are liable to pay for Physiotherapy. Such causes beyond Our control include:

able to access any Physiotherapy services under the Contract resulting from any such case, You will remain liable to pay for Physiotherapy. We have made available to You. Such causes beyond Our control include (but are not limited to):

- (a) Where You are unable to access the service (whether or not You have asked Us for help to resolve the problem); or
- (b) Any slow speed, interruption, inadequacy of, or delay in the service (e.g. teleconsultation) that You rely on; or
- (c) Failure of or defects in the service delivery platform that prevent Physiotherapy availability; or
- (d) Your inability to access the service, etc.

technology problem (whether or not You have asked Us for help to resolve the problem) as to how to resolve the problem.

(2) **Equipment etc**

other breakdown, unavailability or failure of service or any other equipment or service (e.g. audio or visual) that You use or rely on.

We do not supply or arrange for the provision of other equipment that You request. We will tell you the type/s of exercise equipment that You will need to take part in a session or after a session. We will tell you how You might obtain a loan of equipment or how You might obtain a loan of equipment. All equipment that You will need will be at Your own cost.

service [m] [<insert name of other online service] used by Us or You to make the service available to You.

6. **Account setup needed**

to failure of or defects in Our Site or any other equipment or service that You use or rely on.

In order to purchase any services, You will need to setup and then maintain an Account. We will guide You through the process of setting up an Account. Account setup.

physiotherapy exercise equipment or services. We [may in Our discretion][will] tell You what You will or might need to take part in a session or after a session. We [may in Our discretion][will] tell You where to obtain a loan of equipment. All equipment that You will need will be at Your own cost.

You may not create an Account if You are under 16 years of age.

any Physiotherapy, You will first need to setup an Account. Our Site will guide You through the process of setting up an Account. You should note the following in regard to Account setup.

We only offer Paid Content to individuals residing in the UK. You may only open an Account if You are an individual residing in the UK.

During the process of setting up an Account, You will be required to choose a password and user name. You should choose a strong password for Your Account.

You will be required to choose a password and user name. You should choose a strong password for Your Account.

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You [will][may] be asked for details regarding Your Account, such as Your e-mail address.

regarding Your Account, such as

7. **Your responsibility for Your Account security**

**security**

You must not share Your Account details with anyone. If You believe that Your Account is being used without our permission, please contact Us immediately. We will not be responsible for the unauthorized use of Your Account.

details with anyone. If You believe that Your Account is being used without our permission, please contact Us immediately. We will not be responsible for the unauthorized use of Your Account.

You are fully responsible for the confidentiality of Your password and account information and for keeping it under Your password or Account. You must ensure that You log out of Physiotherapy that You access at the end of each session of Physiotherapy and immediately notify Us of any unauthorized use of Your password or Account. You must also notify Us of any breach of security relating to Your Account.

confidentiality of Your password and account information and for keeping it under Your password or Account. You must ensure that You log out of Physiotherapy that You access at the end of each session of Physiotherapy and immediately notify Us of any unauthorized use of Your password or Account. You must also notify Us of any breach of security relating to Your Account.

You must never use anyone's account without prior authorization from Us for the specific occasion in question.

prior authorization from Us for the specific occasion in question.

When creating an Account, the information you provide must be accurate and complete. If any of Your information is incorrect, it is Your responsibility to ensure that Your Account information is correct.

When creating an Account, the information you provide must be accurate and complete. If any of Your information is incorrect, it is Your responsibility to ensure that Your Account information is correct.

If You have an active Subscription, Your Account will remain active for the duration of the period of that Subscription until the end of the latest access period which is granted to any Physiotherapy session.

If You have an active Subscription, Your Account will remain active for the duration of the period of that Subscription until the end of the latest access period which is granted to any Physiotherapy session.

If You wish to close and delete Your Account, you may do so via the '<<insert name of section>>' section of Our Website.

If You wish to close and delete Your Account, you may do so via the '<<insert name of section>>' section of Our Website.

8. **Your privacy and security when You access [Physiotherapy] OR [Physiotherapy via two way synchronous live stream Physiotherapy which is also accessible to other patients]**

**when You access [Physiotherapy] OR [Physiotherapy via two way synchronous live stream Physiotherapy which is also accessible to other patients]**

Where any Physiotherapy session is delivered via two way synchronous live stream audio and/or video technology (two way and/or one way transmission), on the occasion You access it, it is intended to be an individual private session.

Where any Physiotherapy session is delivered via two way synchronous live stream audio and/or video technology (two way and/or one way transmission), on the occasion You access it, it is intended to be an individual private session.

[unless We have specified otherwise] Your session is not intended to be simultaneously accessible to others.

[unless We have specified otherwise] Your session is not intended to be simultaneously accessible to others.

Therefore, if We specify that a session is also accessible to others, the following will apply to that session:

Therefore, if We specify that a session is also accessible to others, the following will apply to that session:

- (a) When You sign in to the online service delivery platform>> Your first name only since Your last name will be visible to other patients;
- (b) You understand and accept that other people may see You on the video and/or audio facilities of the [Physitrack] [Zoom] [online service delivery platform>>] App and Your Device and other people in the room and its surroundings when You are participating in the session;
- (c) The space You use for the session and it should be difficult for other patients to see or hear You on the [Zoom] [Zoom] [online service delivery platform>>] and Your Device any interactions between people who are in the room and its surroundings. For example, You might be asked to leave the room and/or wear headphones;
- (d) There are potential risks of information over technology that

- (a) When You sign in to the online service delivery platform>> Your first name only since Your last name will be visible to other patients;
- (b) You understand and accept that other people may see You on the video and/or audio facilities of the [Physitrack] [Zoom] [online service delivery platform>>] App and Your Device and other people in the room and its surroundings when You are participating in the session;
- (c) The space You use for the session and it should be difficult for other patients to see or hear You on the [Zoom] [Zoom] [online service delivery platform>>] and Your Device any interactions between people who are in the room and its surroundings. For example, You might be asked to leave the room and/or wear headphones;
- (d) There are potential risks of information over technology that

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include, but are not limited to, the theft of personal information

of confidentiality and the theft of

(e) We cannot ensure the security of sessions involving personal information;

due to the nature of two way sessions; and

(f) In any event, it will be Your responsibility to ensure that You have a suitable space to use when attending a two way session in order to protect Your privacy and that of other patients that space where other patients have access to the

to ensure that You have a suitable space to use when attending a two way session in order to protect Your privacy and that of other patients that space where other patients have access to the

We will not be liable for any loss or damage resulting from Your failure to comply with the above requirements.]

from Your failure to comply with

9. **Fitness, Health and Safety**

You acknowledge and agree that:

(a) A session or aspect of a session may be unsuitable for You if You have certain medical or health conditions;

be unsuitable for You if You have

(b) Due to the remote nature of the service, We cannot attend, assist or provide support if during a session You experience an emergency or incident;

session, We do not undertake to and do not intend to or alert any third party to do so, in an emergency or incident.

(c) Whilst the Physiotherapist will be appropriately experienced and qualified and Physiotherapists undertake sessions;

will be appropriately experienced and qualified and Physiotherapists undertake sessions, We provide

(d) Access to any session is subject to the following conditions:

Physiotherapist is on the basis that

- Our Physiotherapists do not have expertise to diagnose medical conditions or impairments which are outside the scope of a Physiotherapist's training and expertise;

doctors and do not have expertise to diagnose medical conditions or impairments which are outside the scope of a Physiotherapist's training and proper qualifications, knowledge

- You voluntarily participate in Physiotherapy with full knowledge that even if a Physiotherapist is not negligent there is a risk of personal injury or damage to property;

with full knowledge that even if a Physiotherapist is not negligent there is a risk of personal injury or damage to property;

- We will endeavour to provide a Physiotherapist for each session within Your Subscription period. However, for various reasons to do with the availability of Physiotherapists, we may need to substitute a Physiotherapist for any one or more sessions, including the original Physiotherapist assigned to You. We will endeavour to ensure that a Physiotherapist is available to You.

the Physiotherapist for each session. However, for various reasons to do with the availability of Physiotherapists, we may need to substitute a Physiotherapist for any one or more sessions, including the original Physiotherapist assigned to You. We will endeavour to ensure that a Physiotherapist is available to You.

(e) When You setup and purchase a Subscription, You will be responsible for ensuring that You are fit to participate in Physiotherapy, **apart from any condition or injury that is disclosed to us in the booking form, or any condition or injury that is disclosed to us in any subsequent booking form or subscription purchase**;

When You purchase any Subscription, You will be responsible for ensuring that You are fit to participate in Physiotherapy, **apart from any condition or injury that is disclosed to us in the booking form, or any condition or injury that is disclosed to us in any subsequent booking form or subscription purchase**, You have no health or fitness problems which would prevent You from participating in Physiotherapy in any Subscription that You have purchased or subscribed to;

(f) Whilst We are responsible for providing Physiotherapy which is intended to improve Your physical health and wellbeing, You will be responsible for your own state of health, physical condition and wellbeing.

and appropriately providing the Physiotherapy which is intended to improve Your physical health, You will at all times be responsible for your own state of health, physical condition and wellbeing.

(g) Therefore, if You have any health or fitness condition and wellbeing concerns, You should seek appropriate medical advice

about Your state of health, physical condition and wellbeing. You should seek appropriate medical advice

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from Your GP or professional medical adviser before purchasing or participating in any session.

professional medical adviser before

- (h) Where necessary, You must seek advice from Your GP or other relevant professional medical adviser before booking or participating in any session. We cannot and do not intend to provide such advice or clearance.

ce from Your GP or other relevant book or participate in any session. ce or clearance.

10. **Advising Us about Your Health**

When You purchase a Subscription, You must advise Us [at least 48 hours] before You participate in any session, *We advise You*

8 hours] before You participate in

- (a) Of any special physical limitations, physical limitations, or any ongoing medical treatment which may be worsened by Your participating in a session;
- (b) Of any medication You are taking;
- (c) Of any circumstances which may be worsened by Your participating in a session;
- (d) If You are pregnant or planning pregnancy.

e relating to Your health, fitness or and any medical condition or on- if it might be relevant to Your

If You advise about the above matters, We will then inform You of our decision either:

are in the first 3 months of Your You any such matter that You tell cretion either:

- not to accept Your order for any reason; or
- to accept Your order for any reason, subject to any instructions provided by Us, and We will be entitled to rely on Your confirmation set out in the Terms of Use.

ause of any issue; or must act in accordance with any , and We will be entitled to rely on

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