1. **Definitions** 
   1. “Appointment” shall mean a pre-agreed and confirmed date and time when We will discuss and provide the Services to You.
   2. “Contact Information” means Personal Information such as your name, address, phone number and email address that is provided to Us for the purposes of interacting with Us through the Website.
   3. “Content” means all text, graphics, images, video, sound and other data displayed on, or made available to You by Us.
   4. “Health Information” means Personal Information collected or generated by Us during the course of providing paid physiotherapy services to You.
   5. “Personal Information” means information that identifies You or could be used to identify You (including Contact Information and Health Information).
   6. “Price” means the charges payable by you in respect of any Services provided by Us to You in accordance with clause 6.
   7. “Services” refers to any physiotherapy services and/or advice provided by Us to You under these Terms, including any of the services further detailed in clause 4, whether or not such services are provided at any Appointment or otherwise.
   8. “Terms” shall mean the terms and conditions herein and any other terms that govern Your use of the Website.
   9. “Website” shall mean the Physiotherapy by Calin Gagea website/Facebook Page at [https://www.physiobycalingagea.co.uk/ <https://www.facebook.com/PhysioCalinGagea>].
   10. “We”, “Us” or “Our” shall be references to ‘Physiotherapy by Calin Gagea’ a sole trader established in England and Wales.
   11. “You” or “Your” shall be references to any person who shall use the Services.
2. **Commencement**
   1. These Terms specifically apply to any Services that We may provide to You from time to time and constitute the contract between Us in relation to the supply of the Services by Us to You. These Terms are deemed effective from the date You proceed to book an Appointment, use or receive any of the Services, or pay for any of the Services (whichever is soonest).
   2. We reserve the right to alter these Terms from time to time and You must review the Terms before each Appointment.
3. **Supply of Services**
   1. We shall provide the Services to You in accordance with these Terms and in supplying the Services we shall:
   2. provide and perform the Services with reasonable care and skill;
   3. use reasonable endeavours to perform the Services in accordance with any description of a service, including those set out in clause 4;
   4. comply with all applicable laws, statutes, regulations from time to time in force provided that We shall not be liable under these Terms if, as a result of such compliance, we are in breach of any of Our obligations under these Terms.
   5. We shall advise You in Your Initial Assessment of any equipment You may need (for example weights, mats etc). It is Your responsibility to have these items as they will not be provided by Us and the Price does not cover any cost or expense towards any required support or equipment.
   6. By booking an Appointment You acknowledge and accept that results will be subject to You following and executing any exercise plan consistently and effectively in accordance with Our advice.
   7. We can offer no guarantees in relation to the suitability or effectiveness of the Services for all persons or in relation to the treatment of any specific pain or symptoms.
   8. You are responsible for ensuring that You have a good internet connection, computer microphone, headphones or video camera etc. to ensure Your Appointment runs smoothly

(3.5. section applies for remote sessions only).

* 1. In addition, some people may require the additional help of an extra person to support them with their exercises during or outside of the sessions. It is Your responsibility to have a person available to assist You and to comply with all UK Government Covid-19 Restrictions.

(3.6. section applies for remote sessions only).

* 1. For all Services provided by Us via telephone or video call, We will not be able to physically assist You during the exercises and sessions.

(3.7. section applies for remote sessions only).

* 1. If You do not have the required support or equipment and if We do not believe Your situation meets the safety requirements to progress with a live-guided session, then We reserve the right to cancel and/or reschedule the session. This will be in accordance with Our cancellation policy set out clause 5.

(3.8. section applies for remote sessions only).

* 1. Will be a process of triaging prior each face to face session.

(3.9. section applies for face to face sessions only).

* 1. Will be a questionnaire regarding COVID-19 prior each face to face session.

(3.10. section applies for face to face sessions only).

* 1. There is no physical location provided by Us where We can provide face to face sessions. The only location We work at the moment, with Your consent, is Your property/ garden/etc.

(3.11. section applies for face to face sessions only).

* 1. Each parties, Us and You, needs to wear PPE (Personal Protection Equipment) as per Government Advice for the date of the session (Face Mask, Apron, Gloves, Face Shield).

(3.12. section applies for face to face sessions only).

* 1. Might be physical a contact for the face to face session, and less than 2 meters between Us and You

(3.14. section applies for face to face sessions only).

* 1. Medical Massage involves physical contact and can be executed directly on the skin only using oil/talcum powder.

(3.14. section applies for face to face sessions only).

1. **Your Obligations**
   1. You shall:
2. co-operate with Us in all matters relating to the Services;
3. provide, in a timely manner, such information as We may reasonably require in relation to the provision of the Services, and ensure that it is accurate and complete in all material respects; and
   1. If Our performance of Our obligations under these Terms is prevented or delayed by any act or omission of You, We shall:
4. not be liable for any costs, charges or losses sustained or incurred by You that arise directly or indirectly from such prevention or delay; and
5. be entitled to payment of the Price despite any such prevention or delay.
6. **Physiotherapy Services**
   1. We offer the following specified physiotherapy services:
7. **Basic Physio Programme:** a face to face/video call (via secured platform such as WhatsApp, Messenger, Zoom, Cliniko, etc) for approximately 1hour-1.5hour Initial Assessment + 5 Guided Physiotherapy sessions (60minutes approximately) + 1 Medical Massage (1 area only). During the assessment You will provide Us with a more detailed and honest description of Your physio-related problem and relevant medical history. Once the Initial Assessment is completed, an exercise plan will be provided in writing (email) / hard copy followed by 5 guided physio sessions to make sure the exercises will be executed safe and correct. On top of all of the above, We will provide WhatsApp/Text accountability (offline) and support (2 weeks). If necessary, at Your request/Our recommendations and for an additional fee, we may also carry out more services like guided physio/medical massage that may be required to help successfully achieve Your arranged goals.
8. **Advance Physio Programe:** a face to face/video call (via secured platform such as WhatsApp, Messenger, Zoom, Cliniko, etc) for approximately 1hour-1.5hour Initial Assessment + 10 Guided Physiotherapy sessions (60minutes approximately) + 2 Medical Massage (1 area only). During the assessment You will provide Us with a more detailed and honest description of Your physio-related problem and relevant medical history. Once the Initial Assessment is completed, an exercise plan will be provided in writing (email) / hard copy followed by 10 guided physio sessions to make sure the exercises will be executed safe and correct. On top of all of the above, We will provide WhatsApp/Text accountability (offline) and support (4 weeks) and free 30min check in and advice 3 after months or when needed. If necessary, at Your request/Our recommendations and for an additional fee, we may also carry out more services like guided physio/medical massage that may be required to help successfully achieve Your arranged goals.
9. **1 2 1 Guided Physio** If You require/On Our recommendation further guidance through the execution of the exercise plan, in addition to the above Services, We offer a one-off face to face/video call for approximately 45minutes – 1 hour where We guide and supervise You whilst You perform the personalised exercise plan. During this session, We shall provide You with on-the-spot advice and feedback and any required updates to Your personalised plan shall be provided by Us offline after the session.
10. **Medical Massage (1 area):** If, on Your request/Our recommendation, you require Medical Massage, in addition to the above Services, We are happy to provide this service on a additional fee. The Massage will be for one area only (usually the area with the problem: e.g. neck, etc) and the duration will depends on the objective We have to achieve (20min/30min/40min).
11. **Expert Physio Advice:** a 15 to 30-minute one-off, no-obligation telephone Appointment where You can ask any questions You may have in relation to any physio related problem. This may include, for example, making enquiries, seeking advice or a second opinion. No written advice shall be exchanged by Us to You during or after this call. No follow up correspondence shall be made by Us, unless We expressly state otherwise.
12. **Prices** 
    1. The Prices for the Services shall be as follows:

|  |  |
| --- | --- |
| **Service** | **Cost** |
| Discovery Call | Free |
| Basic Physio Programme Package | Charges subject to requirements |
| Advance Physio Programme Package | Charges subject to requirements |
| 1 2 1 Guided Physio | Charges subject to requirements |
| Medical Massage 1 area | Charges subject to requirements |
| Expert Physio Advice | Charges subject to requirements |

* 1. We will confirm the price when we confirm Your Appointment and would also provide details on how You can pay for your Services
  2. All payments are expected to be paid in full and in advance of the Appointment or performance of Services (**Due Date**) and in any event within [24-48] hours of the Appointment.
  3. We retain the right to review and increase Our Prices at any time at Our discretion, depending on any change in circumstances. We shall use reasonable endeavours to notify You if a Price increase may impact Your Services. Price changes will not affect Appointments that We have already confirmed and paid for.
  4. Any Services agreed between Us and You that do not fit the core Services set out in clause 5 above, shall be at a separate Price agreed by Us and may be subject to a separate cancellation policy agreed between Us from time to time.
  5. Our prices include VAT. However, if the rate of VAT changes between the date of booking an Appointment and the date of the Appointment, We will adjust the rate of VAT that You pay, unless the relevant Services have already been paid in full by You before the change in rate of VAT takes effect.
  6. If You do not make any payment due to Us by the Due Date, We may charge interest to You on the outstanding amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. The interest shall accrue on a daily basis from the Due Date until the date of actual payment of the outstanding amount, whether before or after judgment. You must pay Us interest together with any outstanding amount.
  7. For any bona fide dispute relating to any Price You shall notify of such dispute promptly after You have received confirmation of Your Appointment. The right for Us to claim interest will not apply for the period of the dispute.
  8. Prices for all the services shown on the website are valid for only 5 miles radius/15-20 minutes driving from Welling. For longer distance/travel time price might vary.

1. **Booking Appointments**
   1. All Appointment booking requests must be made via the Website/WhatsApp/Telephone/Text/Facebook, unless agreed otherwise by Us. You will receive a confirmation of Your Appointment by Email/Text/WhatsApp.
   2. You are responsible and must ensure that Your details as entered onto the Website are complete and accurate before You submit a booking for an Appointment. If You think that there is a mistake or changes are required to this information, please contact Us immediately.
   3. When You submit a request to book an Appointment to Us, this does not mean that Your Appointment is accepted. Our acceptance of any Appointment will take place when You receive an acknowledgement and confirmation from Us. If We are unable to complete Your booking, We will communicate this to You and We will not book the Appointment.
   4. If You do not pay Us for the Services when You are supposed to, as set out in the Appointment confirmation information, We may suspend any further Services with immediate effect and/or refuse to conduct any Appointment until You have paid Us all outstanding amounts. This does not affect Our right to charge You interest on any outstanding amounts, as set out above.
2. **Your Rights to Cancel or Reschedule Your Appointment**
   1. If You need to cancel or reschedule Your Appointment, then please contact Us via email at [[physiobycalingagea@gmail.com](mailto:physiobycalingagea@gmail.com)] or telephone on [00447466483163] at least 24 hours in advance of Your Appointment.
   2. If We are able to reschedule Your Appointment then We will do so, otherwise Your right to a refund for any Services shall be as set out below.
   3. Cancellations made more than 24 hours before the Appointment will be refunded back to You in full.
   4. Cancellations made less than 24 hours before the Appointment will be non-refundable.
3. **Our right to Cancel** 
   1. Notwithstanding Our rights to cancel any of the Services in accordance with clause 9.2, We may cancel or reschedule an Appointment:
4. where we have not received Your payment of the Price in accordance with clause ;
5. due to an event outside Our control that prevents Us from performing Our obligations under these Terms and/or means that we cannot fulfil Your Appointment; or
6. due to the unavailability of the relevant professional,

We will not be held liable in these circumstances, but We may (at Our sole discretion) opt to rebook Your Appointment to a convenient alternative time or, where no alternative is possible, then if You have paid for those Services which are subsequently cancelled, We will refund any sums due in full.

* 1. We reserve the right to refuse or stop providing Services to anyone for any reason where in Our reasonable opinion we deem it is necessary and/or appropriate to do so. Any refunds offered in respect of the Price where we exercise Our rights under this clause shall be at Our absolute discretion. We do not warrant or guarantee that all Services listed or advertised may be available at all times. We reserve the right to withdraw or amend any Services listed on the Website (We will notify You promptly and ahead of Your Appointment wherever possible should these changes impact You).
  2. If You fail to attend an Appointment for any reason, then we reserve the right to refuse to book another Appointment in the future.
  3. Notwithstanding Our rights to cancel any of the Services in accordance with clause 9.2, if We have to cancel an Appointment, We will promptly contact You to inform You and any payment You have made for Services that have not been provided will be refunded to You. Where You have booked a course of Appointments or a plan, We will refund payments on a pro-rata basis for those Appointments which have been cancelled.
  4. If Our supply of the Services is delayed by an event outside Our control then we will contact You as soon as possible to let You know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay You may contact Us to cancel any booked Appointments and receive a refund for any Services You have paid for but not received.

1. **Liability**
   1. Our liability to You shall be limited as set out in this clause 10.
   2. We limit Our liability under these Terms to the fullest extent permitted by law and to the extent that We are not able to exclude Our liability to You in accordance with the applicable law, You agree that your sole remedy under these Terms shall be the re-performance of the relevant Services, or a full refund of the Price.
   3. We will not be liable for any loss or damage (in contract or otherwise) where:
2. there is no breach of a legal duty of care owed to you by Us;
3. the loss or damage is not a reasonably foreseeable result of any such breach; or
4. any loss or damage or increased risk of loss or damage results from a breach or non-compliance by you of Our Terms including but not limited to these Terms such as you providing inaccurate or incomplete information.
   1. We are not liable for:
5. any loss of income or anticipated profits;
6. any loss of opportunity;
7. loss of or damage to goodwill;
8. losses suffered by third parties; or
9. any indirect, consequential, special or exemplary damages arising from the use of the Services, regardless of the form of action.
   1. We shall not be liable in respect of anything which is caused by Your deliberate default.
   2. We only supply the Services to You for domestic and private use. If You use the Services for any commercial, business or re-sale purpose Our liability to You will be limited as set out in this clause 10.
   3. Nothing in these Terms excludes or limits Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation. Nothing in these Terms affects Your statutory rights.
10. **Use of the Services outside of the United Kingdom**

We make no claims or representations that the Services may be lawfully used outside the United Kingdom. Unless otherwise expressly stated or agreed, the Services are directed solely at clients who receive the Services from within the United Kingdom. If you choose to access or use the Services from outside of the United Kingdom you do so at your own risk.

1. **Licence and Intellectual Property Rights**
   1. The copyright and other intellectual property rights in the Content (including without limitations photographs and graphical images) are owned by Us or Our licensors.
   2. Any redistribution or reproduction of part or all of the Content in any form is prohibited other than You may print or download to a local hard disk extracts for your personal and non-commercial use only.
   3. You may not, except without Our express written permission, distribute or commercially exploit the Content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.
   4. Any rights not expressly granted in these Terms are reserved to Us.
2. **Data protection and confidentiality**
   1. Any personal data that we collect in connection with these Terms or the Services shall be processed in accordance with the General Data Protection Regulation, the UK Data Protection Act 2018 and the Privacy and Electronic Communications Regulations.
   2. **The data We collect about You**. If We provide Services to You, this will involve Us collecting Health Information from You and generating Health Information about You. Such information may take the form of:
3. personal details such as Your name, age, and gender;
4. administrative information such as Your email address and phone number;
5. information about past operations, treatments received or medications (for example painkillers) which You are taking or have taken, relating to Your current health concern;
6. information about accidents, injuries, disease conditions or disabilities, or circumstances which caused or may have caused Your current health concern;
7. Our opinion of Your current health concern;
8. Our recommended exercise plan.
   1. **How We use Your personal data**. We will only use your personal data for the purposes for which we collect it which include the following:
9. **Registration:** To register You as a new client and manage Our relationship with You.
10. **Answering Queries:** If You have contacted Us with a query or request, We will use Your Contact Information to respond to that query or request.
11. **Recommendations:** We will use Your Health Information to enable Us to diagnose your condition, and (where appropriate) to recommend a recovery plan and to provide you with further information about Your options, or to provide You with answers to specific questions.
12. **Business Management:** We will use Your Health Information to allow Us to manage Our business, for example through planning, or evaluating and assessing the cost-effectiveness of a particular service.
13. **Provide Our Services:** To process and deliver to You Our Services.
14. **Complaints Handling:** We will use Your Health Information to respond to complaints made by You.
15. **Defence of Claims:** We will use your health information obtain advice and legal services in relation to the defence of potential or actual legal proceedings.
16. **Debt Recovery:** We may use Your Personal Information to recover debts owing to Us.
    1. **Data retention**. We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you. To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.
    2. **Sensitive information**: You must not send any sensitive information to Us via email. Any information that We deem sensitive which is shared by email will be deleted immediately.
    3. **Sharing Your personal data**. We may share your Personal Information with law enforcement agencies in connection with any investigation to help prevent unlawful activity. We will not share your Personal Information with any other third parties.
    4. **International transfers**. We will not transfer your Personal Information outside of the EEA at any time.
    5. **Your Legal Rights**. Under certain circumstances, you have rights under data protection laws in relation to your Personal Information including the right to receive a copy of the Personal Information we hold about you and the right to make a complaint at any time to the Information Commissioner's Office, the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)).
    6. **Information Security**. We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your Personal Information, and to prevent unauthorised access, modification or disclosure of your Personal Information.
17. **General**
    1. We may revise the Terms at any time. You are expected to check the Terms from time to time to take notice of any changes made by Us, as they are binding on You. This document was last changed on 20 May 2021.
    2. These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.
    3. These Terms constitute the entire agreement between Us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between Us, whether written or oral, relating to its subject matter.
    4. Each party acknowledges that in entering into these Terms it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
    5. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 14 shall not affect the validity and enforceability of the rest of these Terms.
    6. A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.
18. **Jurisdiction and applicable law**
    1. These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
    2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.