

Nationwide Introduction to Third Party Physiotherapy Services

Terms and Conditions

THESE TERMS

These Terms form the basis of the Contract and are made between Nationwide Physio Ltd (“us”, “we” or “our”) and you (“you” or “your”) in connection with the Services (see “**Summary of our Services**” below). We contact you to confirm we have received your order and to confirm we have accepted it. Sometimes we reject orders for example if we cannot find an appropriate Service Provider.

Summary of our Services. We are an introduction service that introduces you to a third-party physiotherapist clinic (“**Service Provider**”). Our introduction service aims to place you and a relevant Service Provider together. This Service does not include the offer of us providing physiotherapy directly, once we have introduced you to a Service Provider you will need to review their own separate terms and conditions for the physiotherapy service that they are providing (“**Services**”). We do not own or provide any of the physiotherapy services these are provided by third parties.

What these terms cover. These are the terms and conditions setting out your legal rights and responsibilities, our legal rights and responsibilities and certain key information required by law for the Service that we are providing.

These terms do not apply if you in our capacity as a sub-contractor on behalf of another healthcare provider, such as the NHS.

Why you should read them. Please read these terms carefully before you agree to engage our Services. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss. If you would like these terms in another format, please contact us using the contact details set out below and we will try and accommodate this.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

Who we are. We are Nationwide Physio Ltd a company incorporated in England & Wales with Company Number 08034973 and whose registered office is 9 Alvanley Terrace, Frodsham, WA6 6QP.

How to contact us. You can contact us by telephoning 01244 303469, by writing to us at 9 Alvanley Terrace Frodsham, WA6 6QP or by sending us an email to info@nationwidephysio.co.uk.

How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you have provided to us, or that was provided to us by the relevant third party.

You can find everything you need to know about us, Nationwide Physio Ltd and our services on our website www.nationwidephysio.co.uk. We also confirm the key information to you by email in writing before you order.

“Writing” includes text messages and emails. When we use the words “writing” or “written” in these terms, this includes letter, text messages and emails.

3. Third Party Service Provider

In this contract “Service Provider” relates to members of our national physiotherapy panel. **All of our registered Service Providers** are fully insured and are members of the Health and Care Professional Council (HCPC).

4. OUR CONTRACT WITH YOU

Making your appointment. We will work with you to find a Service Provider on our panel based on location and your requested specifications for physiotherapy.

Once you are happy with the Service Provider that you have chosen, we will place your booking with the Service Provider, take your payment and confirm the booking. In turn, we will forward your booking details and payment to your chosen Service Provider.

5. YOUR CONTRACT WITH THE SERVICE PROVIDER

All subsequent contact and communication when we have confirmed your booking, will be between you and the Service Provider, any physiotherapy services provided by the Service Provider are the responsibility of the Service Provider and it is your responsibility to understand any separate terms and conditions that you agree with the Service Provider, prior to starting any physiotherapy with them.

If you are unable to attend one or all of your arranged appointments with the Service Provider, it is your responsibility to contact the relevant Service Provider, we do not manage any Service Providers or any of the physiotherapy services that you are undertaking with them.

5 YOUR RIGHTS TO END THE CONTRACT

Your legal right to change your mind. You have 14 days from the date we confirm your order to change your mind about purchasing our Services but:

You lose the right to cancel the Service when any physiotherapy appointment has been completed by the Service Provider or on the date of your first scheduled physiotherapy appointment whichever is earliest.

How to let us know what happens if you wish to cancel. To exercise the right to cancel, you must inform us of your decision to cancel by contacting us via a letter sent by post or email).

To meet the cancellation deadline, it is sufficient for you to send your written communication concerning your exercise of the right to cancel before the cancellation period has expired.

We will refund you in full for any physiotherapy services where the Services Provider has confirmed that the physiotherapy services have not been provided or have not been provided in accordance with the Service Providers terms and conditions. We will also refund you for any physiotherapy services that you do not use within six months from the date of us confirming your order. We cannot refund any physiotherapy appointments where the Service Provider requires at least 24 hours’ notice for cancellation of the appointment.

In the event that you DNA / fail to attend a third appointment without giving the required notice period the session may be taken from you allotted treatment plan, this will be at the discretion of the Service Provider.

6. IF THERE IS A PROBLEM WITH THE SERVICES

If there is something wrong with our Service. If you have any questions or complaints about our Services, please contact us. You can contact us by telephoning our customer service team on 01244 303469, by emailing us at info@nationwidephysio.co.uk or by writing to us at Complaints Officer, Nationwide Physio, 9 Alvanley Terrace, Frodsham, WA6 6QP.

If you have any complaints regarding the physiotherapy services provided by the Service Provider, please contact the Service Provider directly.

7. Price and Payment

We will refund any money you have paid to us in advance for physiotherapy services that were not provided to you by the Service Provider but we may charge you for any appointments which you failed to attend if this is in breach of any Service Provider did not attend policy or you have provided less than 24 hours' notice prior to the scheduled appointment.

We can withdraw Services. We may write to you to let you know that we are going to stop providing our Services at least 48 hours in advance and we will refund any sums you have paid in advance for Services which won't be provided.

The price of the Services will be the price agreed with you. We take all reasonable care to ensure that the prices of the Services advised to you are correct. Our Service prices are made of up our Service and the physiotherapy service being provided by the Service Provider, the reason it includes the physiotherapy service charge is to ensure that we can place a booking and forward the payment to the Service Provider. However please see **What happens if we got the price wrong** if we discover an error in the price of the services you book.

Block Bookings of treatment are available at up to a 20% discount from the Service Providers advertised private treatment rates. The block booking treatment plan includes an initial assessment appointment and 4 further treatment sessions.

What happens if we got the price wrong. It is always possible that, some of the physiotherapy services provided by the Service Providers that we introduce may be incorrectly priced. We will normally check prices before booking an appointment so that, where the correct price at your booking date is less than our stated price on your booking date, we will charge the lower amount. If the correct price at your booking date is higher than the price stated in Service Providers price list, we will contact you to obtain your instructions at least 24 hours before your appointment. If we accept and process your booking where a pricing error is obvious and could reasonably have been recognised by you as a mispricing, we may end the Contract and refund you any sums you have paid.

When you must and how you must pay. We require you to make payment in full, through our payment provider 'Stripe' for the Services.

Stripe is a secure payment platform which accepts credit card, debit card and other payment methods. Your payment information is securely transmitted to a payment gateway, which encrypts the data and forwards the payment.

Any refunds to you will be carried out through the Stripe platform which can take up to 10 business days. We will charge you any fees relating to the refund will be passed down to you from Stripe this will be deducted from the refund amount to you.

8 HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will use the personal information you provide to us to:

Provide the services in performance of the Contract between us;

Process your payment for our Services;

We will only give your personal information to other third parties where the law either requires or allows us to do so or where you have provided us with your documented consent.

Data Protection Legislation, all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder), the Privacy and Electronic Communications Regulations 2003 (SI 2003/246), all other legislation and regulatory requirements in force from time to time which relates to the use of Personal Data, and the guidance and codes of practice of the UK ICO or other relevant data protection or supervisory authority applicable to a party.

9 Other Important Terms

We don't compensate you for all losses caused by us or our Services

We're not responsible for losses you suffer caused by us breaking this contract if the loss is:

Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable);

Caused by a delaying event outside our control. As long as we have taken the steps set out in the section, We're not responsible for delays outside our control;

Avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions for use;

Outside the scope of our Services; we are not responsible for any services provided by a Service Provider, the physiotherapy services are the responsibility of the Service Provider, and you will have a separate agreement with the Service Provider for receiving those services.

You have several options for resolving disputes with us

Our complaints policy. Our Customer Service Team: email us at info@nationwidephysio.co.uk or you can call us on 01244303469. We will do their best to resolve any problems you have with us or our services as per our Complaints policy: please see our website www.nationwidephysio.co.uk.

Resolving disputes without going to court. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within 90 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

You may only transfer your rights or your obligations under these terms to another person with our written consent. We may withhold our consent if we have good reason to do so.

Nobody else has any rights under this Contract. This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

If a court invalidates some of this contract the rest of it will still Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this Contract, we can still enforce it later.

Which laws apply to this Contract and where you may bring legal proceedings. These terms are governed by English law, and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.