

## TERMS AND CONDITIONS

### 1. INTERPRETATION

**THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN THESE CONDITIONS.**

#### 1.1 Definitions:

**Bundle:** the Online Course, supplied by Lisa Mair Physiotherapy Ltd under bundles of 5, 10 or 25 unlimited patient access to the Online Course.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 5 (Charges and payment).

**Commencement Date:** has the meaning given in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 10.5.

**Consumer:** means a Customer who is to receive or use LM Services comprising online content for their personal use and for the purposes wholly or mainly outside the purposes of any business, trade, craft or profession.

**Contract:** the contract between Supplier and the Customer for the supply of Services in accordance with these Conditions.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

**Customer:** the person or firm who purchases Services from the Supplier who is a Consumer.

**Customer Default:** has the meaning set out in clause 4.2.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**LM or Supplier:** Lisa Mair Physiotherapy Ltd registered in England and Wales with company number (09565834).

**Payment Plan:** the Online Courses, the Online Masterclasses, the Online Workshops and the Treatment Packages supplied by Lisa Mair Physiotherapy Ltd under a payment plan.

**Online 1-1 Treatment Session:** the Services, supplied by Lisa Mair Physiotherapy Ltd on a 1-1 basis.

**Online Booking:** the Customer's order for Services via Microsoft Bookings and Podia.com

**Online Courses:** Finding Freedom from Persistent Pain

**Online Membership:** Finding Freedom from Persistent Pain

**Online Masterclasses:** Digest Your Stress and Cultivating Inner Safety to Reduce Pain.

**Online Workshops:** Introduction to Emotional Freedom Techniques (EFT Tapping) for Chronic Pain.

**Services:** the description of Services to be carried out specifically for the Customer, the health professional and health organisation such as the Online 1-1 Treatment Session, the Online Courses, the online membership, the Online Masterclasses and the Online Workshops.

**Subscription Plan:** the Online 1-1 Treatment Session and the Online Membership supplied by Lisa Mair Physiotherapy Ltd under a monthly plan.

**Treatment Package:** the Online 1-1 Treatment Session, supplied by Lisa Mair Physiotherapy Ltd under a 4, 8 or 12 session package.

## 1.2 **Interpretation:**

- (a) Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:
  - (i) is a reference to it as amended, extended or re-enacted from time to time; and
  - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes emails.

## 2. **BASIS OF CONTRACT**

2.1 The Online Booking constitutes the Customer purchasing a Service in accordance with these Conditions.

2.2 The Online Booking shall only be deemed to be accepted when LM issues a confirmation email of the Online Booking at which point and on which date the Contract shall come into existence (**Commencement Date**).

- 2.3 Any samples, drawings, descriptive matter or advertising issued by LM, and any descriptions or illustrations contained in LM's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

### **3. SUPPLY OF SERVICES**

- 3.1 LM shall supply the Services to the Customer in accordance with the Online 1-1 Treatment Session, the Payment Plan, the Subscription Plan, the Treatment Package and the Bundle in all material respects.
- 3.2 LM shall use all reasonable endeavours to meet any performance dates specified in the Services, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 LM reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and LM shall notify the Customer in any such event.
- 3.4 LM warrants to the Customer that the Services will be provided using reasonable care and skill.

### **4. CUSTOMER'S OBLIGATIONS**

- 4.1 The Customer shall:
- (a) ensure that the terms of the Online Booking are complete and accurate;
  - (b) co-operate with LM in all matters relating to the Services;
  - (c) provide LM with such information and materials as LM may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and
  - (d) obtain and maintain any necessary permissions and consents which may be required for the Services before the date on which the Services are to start.
  - (e) not rely on information on LM's online material such as blogs, social media posts, courses, classes, workshops and masterclasses. They do not represent and should not be relied upon as a replacement for professional medical advice, diagnosis or treatment. Participation in the Online Courses, the Online Workshops and the Online Masterclasses is undertaken with the understanding that the Customer take part within the limits of their own ability and capacity. It is the Customer's responsibility to consult with their healthcare provider prior to commencing, during and after the Online

Courses, the Online Workshops and the Online Masterclasses, especially if the Customer is currently struggling with their mental/physical health, the Customer is currently being treated for a physical/mental health condition and/or the Customer has a history of mental/physical health issues. In the event of an emergency, the Customer is advised to call their local emergency services immediately.

4.2 If LM's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, LM shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays LM's performance of any of its obligations;
- (b) LM shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from LM's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Customer shall reimburse LM on written demand for any costs or losses sustained or incurred by LM arising directly or indirectly from the Customer Default.

## 5. CHARGES AND PAYMENT

5.1 The Charges for the Services shall be calculated on a time and materials basis:

- (a) the Charges shall be calculated in accordance with LM's hourly fee rates, monthly and yearly Subscription Plan fee rates, Payment Plan fee rates, Treatment Package fee rates and Bundle fee rates as set out in the schedule;
- i) Charges for the Online 1-1 Treatment Session shall be £120 per 60-minute session and £90 per 30-minute session. To secure the appointment, payment should be made at least 48 hours before the scheduled appointment. If payment has not been made 48 hours before the scheduled appointment, LM has the right to cancel the appointment to create availability for another Customer.
- ii) Charges for the Online 1-1 Treatment Session under a Subscription Plan shall be £120 per month (1 Online 1-1 Treatment Session per month and access to the Online Course: Finding Freedom from Persistent Pain), £220 per month (2 Online 1-1 Treatment Sessions per month and access to the Online Course: Finding Freedom from Persistent Pain) and £400 per month (4 Online 1-1 Treatment Sessions per month and access to the Online Course: Finding Freedom from Persistent Pain). The minimum term contract for the Online 1-1 Treatment Session under a Subscription Plan is 3 months.

- iii) Charges for the Online 1-1 Treatment Sessions under a Treatment Package shall be £440 or 2 x £220 under a Payment Plan (4 x Online 1-1 Treatment Sessions), £800 or 4 x £200 under a Payment Plan (8 x Online 1-1 Treatment Sessions) and £1,000 or 5 x £200 under a treatment plan (12 x Online Treatment Sessions). Online 1-1 Treatment Sessions under a Treatment Package can be booked anytime within a 6-month period.
- iv) Charges for the Online Course shall be £285 as a one-off payment.
- v) Charges for the Online Course under a Payment Plan shall be 6 x £50 payments.
- vi) Charges for the Online Membership shall be £28 per month under a Subscription Plan.
- vii) Charges for the Online Masterclass: Cultivating Inner Safety to Reduce Pain shall be £90 as one-off payment.
- viii) Charges for the Online Masterclass: Cultivating Inner Safety to Reduce Pain (live or recordings) shall be 3 x £30 payments.
- ix) Charges for the Online Masterclass: Digest Your Stress (live or recordings) shall be £65 as one-off payment.
- x) Charges for the Online Masterclass: Digest Your Stress (live or recordings) shall be 2 x £32.50 payments.
- xi) Charges for the Online Course (Finding Freedom from Persistent Pain) for health professionals and organisations under a Subscription Plan for unlimited patient access shall be £99 per month and £799 per year. There is no minimum term contract for the Online Course (Finding Freedom from Persistent Pain) for health professionals and organisations under a monthly or yearly Subscription Plan.
- xii) Charges for the Online Course (Finding Freedom from Persistent Pain) for health professionals and organisations under a Bundle shall be £149 (5 x individual patient access to the Online Course), £199 (10 x individual patient access to the Online Course), £349 (25 x individual patient access to the Online Course). There is no time-limit for each purchased Bundle.
  - (b) LM shall be entitled to charge the Customer for any expenses reasonably incurred in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses.
  - (c) Concessionary rates for the Services will be at LM's discretion and will be determined on a Customer by Customer basis.

- 5.2 The Customer will pay upfront for the Services via the Online Booking or Podia.com.
- 5.3 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT).
- 5.4 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services and/or the Online Course shall be owned by LM.
- 6.2 LM grants to the Customer and any medical professional and organisation, a non-exclusive, royalty-free, irrevocable licence to view the Online Course during the term of the Contract, for the purpose of receiving and using the Services in the case of the Customers and for providing feedback in the case of the health professionals and organisations.
- 6.3 The Customer or any medical professional and organisation shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2.

## **7. DATA PROTECTION**

LM shall comply with its data protection obligations as set out in its Privacy Policy [[www.lisamairphysiotherapy.com/company-policies](http://www.lisamairphysiotherapy.com/company-policies)].

## **8. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 8.1 LM has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £1,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover LR has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 8.2 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 8.4 Nothing in this clause 8 shall limit the Customer's payment obligations under the Contract.
- 8.5 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.6 LM's total liability under this Contract is capped at the amount of Charges paid by the Customer.

- 8.7 Subject to clause 8.3 (No limitation in respect of deliberate default), clause 8.4 (No limitation of customer's payment obligations) and clause 8.5 (Liabilities which cannot legally be limited), this clause 8.7 sets out the types of loss that are wholly excluded:
- (a) loss of profits
  - (b) loss of sales or business.
  - (c) loss of agreements or contracts.
  - (d) loss of anticipated savings.
  - (e) loss of use or corruption of software, data or information.
  - (f) loss of or damage to goodwill; and
  - (g) indirect or consequential loss.
- 8.8 The Supplier has given commitments as to compliance of the Services in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.9 Nothing in this clause 8 seeks to exclude or limit your legal rights as a Consumer. For more details of your legal rights, please refer to your local Citizen's Advice Bureau or Trading Standards Office.
- 8.10 This clause 8 shall survive termination of the Contract.

## **9. TERMINATION / CANCELLATION**

- 9.1 Without affecting any other right or remedy available the Customer may cancel the Online 1-1 Treatment Session up to 48 hours and receive a full refund.
- 9.2 If payment has not been made 48 hours before a scheduled Online 1-1 Treatment Session, LM has the right to cancel the appointment to create availability for another Customer.
- 9.3 Without affecting any other right or remedy available the Customer may cancel the Treatment Package up to 48 hours of the first Online 1-1 Treatment Session and receive a full refund of the Treatment Package. Once the first Online 1-1 Treatment Session is completed no refund or deductions will be available for the remainder of the Treatment Package.
- 9.4 As a Consumer and without affecting any other right or remedy available the Customer may terminate the Subscription Plan for Online 1-1 Treatment Session within the first 14 days of purchase confirmation and receive a full refund under a Consumer "cooling-off" provision.
- 9.5 Without affecting any other right or remedy available the Customer may terminate the Subscription Plan for 1-1 Online Treatment Session at any time on one month's notice

directly via the card issuer or by phone, email or message once the minimum term contract of 4-months has been completed. No refund will be issued between 14 days and 4-months after purchasing a Subscription Plan for 1-1 Online Treatment Session.

- 9.6 As a Consumer and without affecting any other right or remedy available the Customer may terminate the Subscription Plan for Online Membership within the first 14 days of purchase confirmation and receive a full refund under a Consumer “cooling-off” provision.

Without affecting any other right or remedy available the Customer may terminate the Subscription Plan for Online Membership at any time on one month’s notice directly via the card issuer or by phone, email or message. Once the Customer has terminated the Subscription Plan, the Customer will only have access to the content until the end of the billing period.

- 9.7 Without affecting any other right or remedy available the health professional and health organisation may terminate the Subscription Plan within the first 14 days of purchase and receive a full refund.

- 9.8 Without affecting any other right or remedy available the health professional and health organisation may terminate the Subscription Plan for monthly and yearly unlimited patient access of the Online Course at any time on one month’s notice directly via the card issuer or by phone, email or message. There is no minimum term contract.

- 9.9 Without affecting any other right or remedy available the health professional and health organisation may request a full refund of the Bundle within the first 14 days of purchase. If a patient has accessed the Online Course within the first 14 days of purchase, no refund will be available.

- 9.10 Without affecting any other right or remedy available to it, LM may terminate the Contract with immediate effect by giving written notice to the Customer, the health professional and health organisation if the Customer, the health professional and health organisation fails to pay any amount due under the Contract on the due date for payment.

## **10. GENERAL**

- 10.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### **10.2 Assignment and other dealings.**

- (a) LM may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.



- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of LM.

10.3 **Confidentiality.**

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the Services, except as permitted by clause 10.3(b).
- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10.3; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

10.4 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or default. A failure or delay by a party to exercise any right or remedy provided under the Contract 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 the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.7 **Severance** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 10.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

10.8 **Third party rights.**

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

10.9 **Governing law.** The Contract, 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.

10.10 **Jurisdiction.** 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 the Contract or its subject matter or formation.