

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

Who we are and how to contact us

www.lisamairphysiotherapy.com, www.onlinecourses.lisamairphysiotherapy.com and www.thechronicpainblog.com are sites operated by LISA MAIR PHYSIOTHERAPY LTD (“We”). We are registered in England and Wales under company number 0956834 and have our registered office at 33 Boston Road South, Holbeach, Spalding, Lincolnshire PE12 7LR.

To contact us, please email support@lisamairphysiotherapy.com or telephone our customer service line on +447375795933

By using our sites, you accept these terms

By using our sites, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our sites.

We recommend that you print a copy of these terms for future reference.

Videos, Blogs, Posts, Content and Comments.

Blogs are hosted on our sites (www.lisamairphysiotherapy.com & www.thechronicpainblog.com) which contain content, comments and posts by users of our site.

You may require an account to create a blog, submit a post and or comment and you agree that you are solely responsible for your blog, posts and comments anywhere on our site. Specifically, you agree that you have the right to use the content that you post and or comment and you accept our acceptable use terms below.

You agree that that We have no liability for the posts and or comments you make and they are your sole responsibility and you will indemnify us and will to the fullest extent permissible by law do so for any breach of the above.

We may reject, reclassify and or remove any blog, post or comment where we believe it violates our acceptable use terms.

DISCLAIMER

INFORMATION PROVIDED VIA OUR CONTENT (VIDEOS, AUDIOS, BLOGS, PDFS, POSTS AND OR COMMENTS) ARE FOR GENERAL INFORMATION PURPOSES ONLY AND NOTHING PUBLISHED CONSTITUTES ADVICE UPON WHICH YOU SHOULD RELY. WE DO NOT ACCEPT LIABILITY UNDER ANY CIRCUMSTANCES AND ARE NOT RESPONSIBLE FOR THE CONTENT OR ACCURACY, OR FOR ANY

OPINIONS, VIEWS OR VALUES EXPRESSED IN ANY VIDEOS, BLOGS, POSTS AND OR COMMENTS SUBMITTED BY USERS AND THOSE REMAIN SOLELY THE OPINIONS, VIEWS AND OR VALUES OF THE RELEVANT USER AND NOT LISA RYAN PHYSIOTHERAPY LIMITED.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our sites:

- Our Privacy Policy [<https://lisamairphysiotherapy.com/company-policies>]. See further under [How we may use your personal information](#).
- Our Cookie Policy [<https://lisamairphysiotherapy.com/company-policies>], which sets out information about the cookies on our sites.

If you purchase services from our sites, our Terms and conditions of supply [www.lisamairphysiotherapy.com/company-policies] will apply to the sales.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our sites, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated in December 2023.

We may make changes to our sites

We may update and change our sites from time to time to reflect changes to our services. We will try to give you reasonable notice of any major changes.

We may suspend or withdraw our sites

Our sites are made available free of charge.

We do not guarantee that our sites, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our sites for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our sites through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

Our sites are global

Our sites are directed to people globally.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@lisamairphysiotherapy.com.

How you may use material on our sites

We are the owner or the licensee of all intellectual property rights in our sites, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our sites for your personal use and you may draw the attention of others within your organisation to content posted on our sites.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our sites must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our sites for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of our sites in breach of these terms of use, your right to use our sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Intellectual Rights and Infringement

If you believe that content available on our Sites infringes your intellectual property rights, you can use the forms below to submit a claim to our contact details in this document. You will need to provide contact details, identify and describe the alleged infringement, and provide a representation, under penalty of perjury, that you are or that you represent the authorized rights holder of the rights infringed.

We regularly provide the rights owner's name, your email, and the details of your report to the person who posted the content you are reporting. In the case that you are an authorized representative submitting a report, we provide the name of the organization or client that owns the right in question. For this reason, you may wish to provide a valid generic business or professional email.

Please include all of the following information when reporting a copyright or intellectual property infringement claim to us:

- 1) Your complete contact information, including your full name, mailing address and phone number. We regularly provide the rights owner's name, your email, and the details of your report to the person who posted the content you are reporting. In the case that you are an authorized representative submitting a report, we provide the name of the organization or client that owns the right in question. For this reason, you may wish to provide a valid generic business or professional email.
- 2) A description of the intellectual property that you claim has been infringed. If you are submitting a trademark report, please include your trademark registration information, if applicable.
- 3) A description of the content in our Site that you believe infringes your copyright or intellectual property.
- 4) A screenshot from our Site of the content you believe infringes your copyright or trademark.
- 5) A declaration that:
 - You have a good faith belief that use of the intellectual property described above, in the manner you have complained of, is not authorized by the copyright or trademark owner, its agent, or the law;
 - The information in your claim is accurate;
 - Under penalty of perjury, you are the owner or authorized to act on behalf of the owner of an exclusive copyright or trademark that is allegedly infringed.
 - Your electronic signature or physical signature.

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our sites or any services provided via, or in relation to, our sites. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Do not rely on information on our sites

The content on our sites is provided for general information only. It is not intended to amount to advice on which you should rely. Our online materials such as blogs, videos, social media posts, courses, classes, workshops and masterclasses do not represent and should not be relied upon as a replacement for professional medical advice, diagnosis or treatment.

Participation in our courses, workshops and masterclasses is undertaken with the understanding that you take part within the limits of your own ability and capacity. It is your responsibility to consult with your healthcare provider prior to commencing, during and after our courses, workshops and masterclasses, especially if you are currently struggling with your physical/mental health, you are currently being treated for a physical/mental health condition and/or you have a history of physical/mental health issues. In the event of an emergency, you are advised to call your local emergency services immediately.

Although we make reasonable efforts to update the information on our sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our sites are accurate, complete or up to date.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

This website may include information and materials uploaded by other users of the site, including to social media pages, video-sharing sites, bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

How to complain about or report content

If you wish to complain about any other content, please contact us via support@lisamairphysiotherapy.com

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Terms and conditions of supply [www.lisamairphysiotherapy.com/company-policies].

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our sites; or
 - use of or reliance on any content displayed on our sites.
- In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our sites for domestic and private use. You agree not to use our sites for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

How we may use your personal information

We will only use your personal information as set out in our Privacy Policy www.lisamairphysiotherapy.com/company-policies.

Uploading content to our sites and Acceptable Use

Whenever you make use of a feature that allows you to upload content to our sites, or to make contact with other users of our sites, you must comply with the content standards set out in our Acceptable Use Policy cited here.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our sites will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights or of their right to privacy.

We have the right to remove any posting you make on our sites if, in our opinion, your post does not comply with the content standards.

If you wish to contact us in relation to content you have uploaded to our sites and that we have taken down, please contact support@lisamairphysiotherapy.com

You are solely responsible for securing and backing up your content.

Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not: (a) be libellous or maliciously false; (b) be obscene or indecent; (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right; (d) infringe any right of confidence, right of privacy or right under data protection legislation; (e) constitute negligent advice or contain any negligent statement; (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity; (g) be in contempt of any court, or in breach of any court order; (h) constitute a breach of racial or religious hatred or discrimination legislation; (i) constitute a breach of official secrets legislation; or (j) constitute a breach of any contractual obligation owed to any person.

You must not upload any material that could incite a terrorist offence, solicit any person to participate in terrorist activities, provide instruction on any method or technique for committing a terrorist offence or threaten to commit a terrorist offence.

Content must be appropriate for all persons who have access to or are likely to access the content in question.

Content must not depict violence in an explicit, graphic or gratuitous manner.

Content must not be pornographic.

Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.

You must not use the Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.

You must not use the Services for the purpose of deliberately upsetting or offending others.

Rights you are giving us to use material you upload

When you upload or post content to our sites, you grant us the following rights to use that content:

- a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media including to promote the site or the service [to expire when the user deletes the content from the site.
- a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content for their purposes to expire when the user deletes the content from the site.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our sites will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our sites. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our sites, the server on which our sites are stored or any server, computer or database connected to our sites. You must not attack our sites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our sites will cease immediately.

Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our sites in any website that is not owned by you. Our sites must not be framed on any other site, nor may you create a link to any part of our sites other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our sites other than that set out above, please contact support@lisamairphysiotherapy.com

Advertising

We may feature advertising on our site and we reserve the right to display advertising on any blog and or other content such as video, posts and comments. You agree that you will not attempt to remove or hide any advertising using HTML/CSS or by any other method.

We are not responsible for the content of any advertising on our site.

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.