

# Lakeland Physiotherapist

## Terms & Conditions

Welcome to the Lakeland Physiotherapist Terms and Conditions. The website is owned and operated by Lakeland Physiotherapist, Stanley Bank, Embleton, Cockermouth CA139XP

### 1. Our Agreement

**1.1.** These terms and conditions (the "Terms") are the terms which apply when you use the website [www.lakelandphysiotherapy.co.uk](http://www.lakelandphysiotherapy.co.uk), book our services or purchase our products. By using any part of this website, booking a treatment or workshop with us, purchasing our products and/or placing an order on the website you agree to be bound by the Terms. Any reference to "Lakeland Physiotherapist", "we", "us" or "our" in these Terms is a reference to Lakeland Physiotherapist and any reference to "you" or "your" means you, the customer and user of our services, purchaser of our products and user of our website.

**1.2.** Before procuring our services, please read these terms and conditions carefully. If you do not agree with them, please do not use the services.

### 2. Changes To These Terms

**2.1.** We reserve the right to change or modify these Terms at any time where it is necessary in the course of our business to do so, including for legal, regulatory or security reasons. We will notify you of substantial changes to these Terms, but we encourage you to review the Terms when purchasing any products or services to ensure that you agree to the proposed way in which we will deal with you. If you do not agree to any changes, then please do not use our website, our services or purchase our products. Any changes are effective immediately upon posting to the website. Any changes made after you have placed an order will not affect that order unless we are required to make the change by law.

**2.2.** If you have any questions, concerns or comments about our Terms, please contact us via email at [lakelandphysiotherapist@gmail.com](mailto:lakelandphysiotherapist@gmail.com).

### 3. Lakeland Physiotherapist Obligations

**3.1.** We will use reasonable skill and care in providing our services. We will provide the treatment and products required, however we will accept no responsibility for damages if the recommendations and appropriate aftercare advice is not followed.

**3.2.** We will accept the information supplied by the customer and use this to form our documents and treatment. If this information is incorrect, Lakeland Physiotherapist will not be held responsible for this.

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### 4. Client Obligations

**4.1.** You will ensure that all information provided is true and accurate and you will follow all recommendations given to you.

**4.2.** All permissions must be obtained and signed for and consent is clearly defined before therapy begins.

**4.3.** All allergies or special considerations must be notified to us before products or services can be provided.

### 5. Availability For A Treatment

Please be available for the sessions as punctually as possible. If you are going to be late, please contact us at the earliest possible convenience. Session times will still end at the scheduled time, so your session will be shorter.

### 6. Cancellation Of A Treatment

**6.1.** Your session with Lakeland Physiotherapist is important to us and reserved especially for you. When you forget or cancel the appointment without giving us notice, we are unable to offer that time to someone else. We understand that things can happen at the last minute and can assure you we are sympathetic in certain circumstances. Please note, however, the following cancellation fees:

- Less than 24 hours' notice will result in a charge equal to 50% of the treatment/workshop cost if we are unable to refill the place,
- No shows will be charged 100% of the treatment/workshop cost.

**6.2.** If you have paid for a treatment and in the unlikely event we need to cancel (weather, sickness, unforeseen events) then Lakeland Physiotherapist will offer an alternative date for the cancelled treatment. In the event of a force majeure, i.e. floods, pandemic etc. that is out of the control of Lakeland Physiotherapist, refunds will not be given however a replacement session or product will be offered at a later date.

### 7. Health Conditions

It is your responsibility to consult with a GP or other Medical Consultant prior to undertaking a treatment, should you feel your medical history requires it. A full consultation is taken before any treatment is offered and we would ask you to please provide as much information as possible during the medical consultation to enable us to devise a safe and suitable treatment plan. Please provide as much information as possible to ensure we can offer you a safe experience.

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If we feel that the treatment you require is outside our scope of practice, then we will not proceed with treatment and will try to advise of an alternative physiotherapist or treatment. It is then your responsibility to follow up on these recommendations.

### 8. Age Policy

Our treatments are suitable for adults or children, however we will only provide treatment for a child under 16 with consent from a Parent/Guardian. Any treatment for a child under 16 must have a Parent/Guardian present throughout the full session.

### 9. Privacy

In order to proceed with a treatment, you will be asked to provide certain personal information to Lakeland Physiotherapist. We will use all personal information that you provide to us for your treatment in accordance with our Privacy Policy.

### 10. Gift Vouchers

Gift Vouchers can only be used in full, for the above service provided by Lakeland Physiotherapist, within 12 months from the date of purchase. Gift vouchers cannot be exchanged for cash, refunded and no change will be given. Lakeland Physiotherapist cannot replace or reimburse the balance if the gift voucher is lost, stolen or damaged.

If you wish to use a gift voucher, please email us at [lakelandphysiotherapist@gmail.com](mailto:lakelandphysiotherapist@gmail.com) or complete the enquiry form on the website. The voucher must be presented when you attend your treatment.

### 11. Liability

**11.1.** We shall have no liability to you for any loss, damage, costs, expense proceedings or other claims for compensation arising from any information or instructions supplied by you which are incomplete, incorrect or inaccurate.

**11.2.** Neither we, nor you, shall be liable for any failure to perform our respective duties under this Contract due to circumstances beyond its control, including without limitation flood, fire or other adverse weather conditions,

**11.3.** To enable us to deal with any complaint that may arise relating to the Services, you must provide full details of any complaint within 7 days of the supply of the relevant services.

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### 12. Data Protection

**12.1.** In relation to Data Protection, we comply with the new GDPR regulations, there are 7 principles and 8 rights that have to be observed:

#### **Principles**

1. Legality, Transparency and Fairness.
2. Purpose Limitation.
3. Minimisation.
4. Accuracy.
5. Storage Limitation.
6. Integrity and Confidentiality.
7. Accountability.

#### **Rights**

1. The right to be informed.
2. The right of access.
3. The right to rectification.
4. The right to erasure.
5. The right to restrict processing.
6. The right to data portability.
7. The right to object.
8. Rights in relation to automated decision making and profiling.

We will only use any personal information provided by you for the purpose of providing the Services, or for informing you of the availability of similar services, unless you agree otherwise. Refer to our Privacy Policy or more information.

**12.2.** You may correct any information, or ask for information about you to be deleted, from our advertising, or promotional material by giving written notice to us at the following address: Stanley Bank, Embleton, Cockermouth CA139XP or email: [lakelandphysiotherapist@gmail.com](mailto:lakelandphysiotherapist@gmail.com).

### 13. Copyright

**13.1.** The copyright, design right and all other intellectual property rights in any materials, products and other documents or items prepared or produced for you by us or on our behalf in connection with the Services shall belong to Lakeland Physiotherapist absolutely and any such materials, products, documents or times shall be or remain our sole property.

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**13.2.** You shall not in any event be entitled to copy any such items or use them for any commercial purpose.

### 14. Your Use Of This Website

**14.1.** You agree that in using the website, you will not: (i) use the website in any way that causes, or is likely to cause the site or access to the site to be interrupted, damaged or impaired in any way; (ii) use the website for any purpose that could damage the name of Lakeland Physiotherapist or impair the goodwill or reputation associated with our brand; (iii) use the website for criminal, fraudulent or illegal activity or in any manner which would cause harm or distress to any third party; (iv) access or attempt to access the accounts of other users or attempt to penetrate the website security measures; nor (v) use the website for any purpose other than for your own personal use.

**14.2.** We reserve the right to suspend, restrict or terminate your access to the website at any time without notice if we have reasonable grounds to believe that you have breached any of these restrictions or if we suspect fraudulent account activity or behaviour.

**14.3.** While we will take all reasonable steps to ensure a fast and reliable service, we do not guarantee that your use of this website will be interruption or error free and we will not be responsible for any disruption, loss of or corruption of any material in transit, or loss of or corruption of material or data when downloaded onto any computer system.

### 15. Cookies Policy

If you use our website, we may place and access certain cookies on your computer or device. These may be first party cookies (placed by us and used only by us) or third party cookies. You can enable privacy settings in your browser to restrict tracking cookies. Because we respect “do-not-track” privacy settings, those who opt-out may show open and click activity but will not have activity tracked. For more details, please refer to our Cookie Policy on this website.

### 16. Making An Order

**16.1.** Once you have submitted an order for goods, you will receive an email confirming receipt of your order (the "order confirmation"). You will receive a further email from us once the goods have been dispatched from our warehouse; at this point a binding contract will be concluded between us.

**16.2.** The images of the products on our website are for illustrative purposes only. The packaging of the product may vary from that shown in images on our website.

**16.3.** If we are unable to accept your order, we will inform you of this and will not charge for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the

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price or description of the product or because we are unable to meet a delivery deadline that you have specified.

**16.4.** Please note we are unable to cancel or amend your order once it has been despatched. If you wish to change or cancel an order please email us at [lakelandphysiotherapist@gmail.com](mailto:lakelandphysiotherapist@gmail.com) as soon as possible. If you wish to make a change, we will let you know if the change is possible and about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of the requested change and ask you to confirm whether you wish to go ahead with the change. We may change the product to reflect changes in relevant laws and regulatory requirements.

### **16.5. Return and Refund Policy**

#### Returns

Items returned under our 21 day guarantee should be returned to us, unused and in their original condition, including any packaging. Your item needs to have the receipt or proof of purchase. Gels or creams cannot be returned or refunded in any circumstance as we cannot ascertain for definite if they have been opened or used.

Before returning an item to us, please contact us by email at [lakelandphysiotherapist@gmail.com](mailto:lakelandphysiotherapist@gmail.com) and we will confirm the returns address.

Please include a note explaining the reason why you wish to return the products, and whether you would prefer for us to send you a replacement, or process a refund. Please include your contact details in the event of any queries.

#### Refunds

Once we receive your item, we will inspect it and notify you that we have received your returned item. We will notify you on the status of your refund after inspecting the item. If your return is approved, we will initiate a refund to your credit card (or original method of payment).

You will receive the credit within a certain amount of days, depending on your card issuer's policies.

#### Shipping

If you receive a refund, the cost of return shipping will be deducted from your refund. Please note that the costs for returning the item to us are non-refundable, unless you are returning an item because of an error on our part, or because it is damaged or defective. In these cases we will be happy to refund the delivery charges incurred in sending the item to you, and we'll reimburse your costs in returning it to us, (provided that these costs are reasonable).

Please obtain proof of postage (a certificate of posting is available free of charge from the Post Office). This should be kept in a safe place in case you need to claim compensation from the carrier. We regret that we cannot accept responsibility for goods in transit from our customers.

**16.6.** All prices are quoted in pounds sterling and are inclusive of VAT (as may be prescribed by law from time to time), unless otherwise specified. Posting and packing prices may be charged in addition to the price of any goods. Please refer to relevant for further information regarding the delivery charges.

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**16.7.** Online payment will be provided in a secure environment. Payments must be made by one of the following credit card payment methods - Visa, MasterCard, American Express, Switch, Solo, Delta, Electron and PayPal.

We do not accept Gift Card payments online.

Fraudulent use of credit cards will be reported to the relevant authorities. If the issuer of your payment card refuses to pay or does not for any reason authorise the payment to us, we will not be liable for any delay or non-delivery of the products.

**16.8.** We will deliver the products to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible 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 end the contract and receive a refund for any products you have paid for but not received.

You will be responsible for all loss and damage to the goods after they have been delivered to you.

**16.9.** We will retain ownership of the goods until full payment has been made and funds have cleared.

**16.10.** If you have received an item as a gift, purchased directly from Lakeland Physiotherapist, you can return it for an exchange only. No refunds will be given on gifts, unless returned by the original purchaser.

We can only exchange items that are unused and in a re-saleable condition. As we cannot guarantee that gels or creams have been unused these are non-refundable in any case.

**16.11.** Faulty products/other rights to return - In accordance with your statutory rights, you may return products:

- Where there has been an error in the price or description of the product ordered or they are otherwise not as described; or
- The product is faulty (i.e. unsatisfactory quality or unfit for purpose).

You are entitled to a refund where the products are returned to us within 30 days of purchase. After 30 days, you are entitled to a replacement product only.

If your package is visibly damaged on delivery, please tell the person delivering your goods that you wish to sign as "received damaged".

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If your goods are received as faulty or damaged once opened, please contact us at [lakelandphysiotherapist@gmail.com](mailto:lakelandphysiotherapist@gmail.com) within 48 hours of receiving your order.

Please note that we may require images and/or videos of any damage for our records and may need to collect the product(s) for testing before a replacement or refund is issued.

**16.12.** Please note that all products which are made available on our website are for your personal use only and you may not sell or re-sell any of the products to anyone, including making them available for sale on any third party website. We reserve the right to cancel any orders to you where we believe that you are intending to sell our products on.

**16.13.** We will not be responsible or liable for your use of any other websites which may be accessed via links within this website. We do not control these websites and are not responsible for their content. Any such links are provided merely as a service to users and their inclusion does not constitute an endorsement by or affiliation with us.

**16.14.** Lakeland Physiotherapist is the registered owner of any Lakeland Physiotherapist trademarks used by us in the course of our business.

The contents of this website (including pictures, designs, themes, logos, photographs, text, software and all other materials) (the "Materials") are owned by Lakeland Physiotherapist or its third party licensors. You may not copy, reproduce, download, post, record, transmit, commercially exploit, edit or distribute the Materials in any way without our prior written permission. All use of the Materials is on the basis that you are using this website in good faith for domestic purposes or for the purposes of placing an order with us.

### 17. General

**17.1.** 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. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if there is a likelihood that a breach of contract may occur.

**17.2.** This contract is between you as the customer and Lakeland Physiotherapist. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms. This excludes treatment on a Child under 16 where the Parent/Guardian has the rights to enforce, change or cancel the terms of this contract.

**17.3.** 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.



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**17.4.** If we do not insist immediately that you do something that these Terms require you to do, or if we delay in taking steps in respect of a breach of any contract, this will not prevent us from taking steps at a later date.

**17.5.** While Lakeland Physiotherapist uses reasonable endeavours to ensure that the information on this website is accurate and up to date, it does not give any warranty as to its accuracy or completeness and Lakeland Physiotherapist will not be responsible for any errors or omissions or for the results arising from the use of such information.

### 18. Law & Jurisdiction

These Terms and your use of the website are governed by English law and you agree to submit to the exclusive jurisdiction of the English court. This does not affect your statutory rights.

### 19. Complaints

If you wish to complain about any matter in respect of any goods or services that we provide, please contact us at [lakelandphysiotherapist@gmail.com](mailto:lakelandphysiotherapist@gmail.com)