

## Plus Health Company\_ Terms & Conditions

By signing up for an account with us or by using one of our services, you are agreeing to Plus Health Company's terms and conditions. If you have any questions relating to our terms and conditions, you're welcome to get in touch.

### Eligibility

In order to use any of our services you must:

1. Be at least 18 years old or above. People under the age of 18 must be registered and accompanied by a parent or carer
2. Complete the registration process
3. Agree to the terms
4. Provide accurate and true information

By using Plus Health Company services you agree that you meet the listed requirements above and will act within the law at all times.

### Term

Your term begins once you register an account with us or attend one of our company services and will continue until you stop using our service. By checking the tick box on the mindbody online website, you are confirming your agreement to the terms.

### Ending the Terms

You or Plus Health Company may terminate the agreement at any time and without stating a reason for it. Plus Health Company may withdraw or suspend its services to you at any time and without cause. If we terminate your account, you may be subject to a part or full refund, providing there has not been a breach or violation of our terms. Once your term has ended, we are required in law to keep your treatment/service records but may remove you from mailing lists, login's etc.

### Changing the Terms

We may update, amend or modify our terms from time to time and will post these on our website for you to review. We may also send you an email circular to confirm that the Terms have been updated. It is your responsibility to make sure you are clear on our Terms and up to date. You are welcome to get in touch with us should you require clarification on any points.

### Account and Password

When using the online booking system, you agree to keeping your login details confidential. You are also responsible for ensuring your computer is fully protected and Plus Health Company cannot accept any responsibility for any losses caused by hacks, phishing or unprotected logins. You agree to notifying us at your earliest convenience, should you become aware that your account has been used without your authorisation. We recommend that you select a password incorporating both lower & upper case letters and at least 1 number.

You also agree not to access or attempt to access any other person's account (unless you are the parent or guardian for a child under the age of 18 years).

### Payments

Our service charges are clearly visible on the mindbody online booking system and may be altered from time to time without consultation to you. We may notify you via email in this event but you will be able to clearly review the changes when organising your appointments and bookings.

Payments are due at the time of making a booking or scheduling a class. It is your responsibility to ensure the payment information given is accurate and up to date in order to complete your transaction and secure your booking. You also agree only to use your own payment information and will act in accordance with the law at all times. It is not possible to use any of our services without payment.

Plus Health Company cannot be held responsible for any loss of appointment time or place in class in the event that incorrect payment details were given.

By using our service(s), you agree to pay for your class(es) and treatment sessions at the time of booking and that it is not possible to hold a place or appointment without completing your transaction. You agree to only attend your scheduled, paid-for sessions and take responsibility to repeat future transactions as required (for instance, towards the end of your paid class bundle or when making your next appointment). You also acknowledge that Plus Health Company are unable to offer a 'pay as you go' option for Plus Pilates class bundles.

Acceptable methods of payment are detailed below.

### Insurance

Plus Health Company are registered with most major health insurance providers. For clients wishing to use their insurance, please ensure you are clear on your policy cover, have notified your insurer about wanting to have treatment with us and have received an authorisation code prior to making your initial appointment. It will not be possible to book your appointment online so please contact the clinic directly to arrange. You agree to using a valid authorisation code, clarify the number of funded sessions and any details pertaining to an excess. Plus Health Company may request you pay for your treatment up to and including the amount of your excess. In this event, you will be able to schedule your future appointments online. You are liable to cover any outstanding costs relating to your policy cover should the excess not be paid in advance. Plus Health Company also reserve the right to vary our insurance rate fees to our standard fees.

### Refunds

By using our service(s), you agree you understand and will adhere to our **Refund/Return of Goods and Cancellation of Services Policy**. You understand you will not be eligible for a refund on any service which has been attended and completed (for instance, a physiotherapy appointment or Plus Pilates class).

You also agree to adhere to our 24 hour notice period and understand that when less than 24 hours' notice is given for any of our services, you will not be entitled to a refund at all, nor is Plus Health Company obliged to offer you an alternative replacement. There may, however, be extenuating circumstances for late cancellations. This will be reviewed by management on an individual basis.

### Receipts

We are happy to provide you with a receipt upon request. Please email us to confirm you would like a receipt and allow 5 working days for us to get this to you (via email).

### Rights

By using our service and entering in to the Terms, you agree to respect our proprietary rights and will not use any of our brand, advertising or educational literature without our express consent.

Our **Privacy Policy** will also be treated as part of the Terms and Plus Health Company agrees only to disclose your information as detailed in this policy.

With regards to your booked appointment and/or classes, we agree that we will hold your place for the time period you have paid up to. This must be scheduled using the mindbody online booking system. Plus Health Company cannot guarantee that a space will be available to those clients who choose not to use the online system.

### Booking Classes, Appointments & Events

Plus Health Company have opted to use mindbody online booking system as a means of making, scheduling and amending appointments. This will come into effect from the early November 2016. This will be Plus Health Company's preferred way of handling appointments and bookings.

However, for those clients who decide not to use this online system, there will be an opportunity to book and schedule sessions via Jen Redfern directly. You understand that all Terms will apply but that there will be less flexibility in making class and appointment changes. In this event, you agree to limit requesting more than one class change in

each 6 week cycle of paid sessions. Plus Health Company reserve the right to decline any further requests whilst there is limited administrative support available and, in this instance, you will not be eligible for a refund on any additional missed sessions. You agree only to pay in cash when booking appointments and classes face to face, or with your consent, we will assist you with an online payment.

Although Plus Health Company staff will endeavour to offer a flexible and varied service, we cannot guarantee to make ourselves available at times outside of those stated on the mindbody system. In special circumstances we may however, be able to accommodate certain requests outside of normal working hours at a premium rate. This would be agreed at the time of booking.

When making a class booking, you agree only to book sessions appropriate to your level of pilates experience and competency. For instance, it is not appropriate for clients to book in to an advanced class if they have not previously attended a Plus Pilates session and/or have particular health issues (such as acute back pain). You accept responsibility to check you are booking in to an appropriate class. If in doubt, you agree to get in touch with us directly.

### Time Management

You agree to arrive in good time for appointments, classes and events run by Plus Health Company and understand that we are unable to extend your session(s) if you arrive late. However, in the event of us 'running behind', we confirm that we will honour the full appointment time (for example, 30 minutes). Plus Pilates classes last between 45-60 minutes, with the minimum of 45 minutes being provided as a matter of routine. Plus Health Company do not make any guarantees that any class or appointment will exceed the stated normal time frame. This is currently as follows:

- Initial Musculoskeletal Physiotherapy Assessment, 45 minutes
- Initial Neurological Physiotherapy Assessment, 55 minutes
- Initial Women's Health Physiotherapy Assessment, 55 minutes
- Musculoskeletal Physiotherapy Treatment Session, 30 minutes
- Neurological Physiotherapy Treatment Session, 30 or 55 minutes (depending on client need)
- Women's Health Physiotherapy Treatment Session, 30 or 55 minutes (depending on client need)
- Plus Pilates Class, minimum 45 minutes: maximum 55 minutes

### Appointment Structure & Consent

Our various physiotherapy appointments will incorporate a variety of assessments, checks, tests and treatment techniques during the course of your sessions. We will always act in your best interests and be sure to give you enough information in order to be able to give your full informed consent. We also agree to use evidence-based practice wherever practicable. All Plus Health Company physiotherapists are chartered healthcare professionals, registrants of the HCPC and CSP, fully insured and bound by a professional code of conduct.

As part of the assessment process, you will be asked to complete a health screening questionnaire which requests you give a summary of relevant health conditions. It is your duty to advise your therapist of anything that may affect your treatment or diagnosis and agree to inform them of any changes during the course of your treatment/classes. You may also be asked to sign a consent waiver.

By attending your physiotherapy appointment, you are giving implied consent but understand that you may withdraw your consent at any time during the course of your physiotherapy session and that your treating physiotherapist will respect this decision and terminate the test or treatment being undertaken at the time without prejudice to your future care. It is important that you feel fully briefed and understand the assessment and treatment options presented to you. It is, therefore, your responsibility to ask any questions you may have in order to make an informed decision.

For certain assessments and treatments (including vaginal examination and acupuncture), informed written consent may be required. We will not be able to proceed with such treatments without your signed consent.

During your physiotherapy or Plus Pilates consultations, there may be some circumstances where you may be asked to remove certain items of clothing. Generally speaking, it is helpful if we are able to see the part we are assessing and

will respect your modesty and dignity at all times. You are welcome to bring someone with you to your consultation(s) if you prefer. In some instances, you may not be happy to remove items of clothing. In this event, we will continue our assessment/treatment as best as we can but may be limited with some treatment options.

Our Physiotherapy and Plus Pilates are relatively 'hands on' professions. It is likely that your treating physiotherapist and/or Plus Pilates teacher may use tactile (hands on) facilitation to assess, treat or correct your technique when undertaking a specific exercise. It is your responsibility to inform Plus Health Company staff if you do not wish to receive such feedback but understand that, as a result, may influence your outcomes.

In addition to the 'hands on' aspect of our services, it is likely you will be given advice and an exercise programme to facilitate your recovery. You agree to comply with these to the best of your ability and report any concerns or limitation at your earliest convenience. You must take responsibility for your recovery and understand that a passive approach is likely to stifle your progress.

### Class Structure

We will endeavour to deliver interesting, varied, educational, creative and enjoyable Plus Pilates classes. We agree to plan our classes in advance, giving consideration to the clients in attendance. We will modify, adjust, regress and/or progress exercise repertoire as necessary and try to accommodate each clients' aims/needs as far as is practicable. We will always structure class with an opening phase, main body phase and closing phase to our sessions. By attending a Plus Pilates group class, you are agreeing to participate fully and respectfully to your fellow clients. You acknowledge the need for us to share our attention, support, feedback and correction between clients' equally and will not attempt to 'hog' your class teacher. You understand that there may be some instances where your class teacher feels you ought not to be undertaking a particular exercise and/or exercise level, given your medical history. In this event, you agree to respect your class teacher's clinical judgement and comply with their advice.

In the event of having an acute or unstable health issue, you understand that Plus Health Company reserves the right to decline you from attending and participating in your class. For example, you may have an uncontrolled heart issue or severe nerve pain. In this event, it is difficult to ensure a smooth flow to class delivery and may put you or others at risk. Hence, we may not feel you are suitable to attend a group exercise session. When clients have failed to give at least 24 hours prior notice about such issues, you understand that you will not be eligible for a refund or replacement session. However, it may be possible for you to attend a subsequent class albeit at a more gentle level. This will be discussed on an individual basis.

Plus Pilates offer small prop classes on a rolling programme and may not advise clients in advance as to which prop we may be using (or when). However, we will inform people with allergies (such as latex) and those who may not be able to use a particular prop (for health reasons) in advance. Whilst working with props, you agree always to work as your class teachers advises and to err on the side of caution, particularly when using props which challenge balance and control.

You agree to report any pain or discomfort to your class teacher during the undertaking of any exercise(s). Plus Health Company cannot accept any responsibility for exacerbations of any symptoms during classes, particularly if the class teacher had not been notified about any concerns or discomfort at the time.

### Clothing and Hygiene

Plus Health Company staff will maintain good hygiene and hand-washing protocols between clients. We will endeavour to provide a clean, safe environment and to maintain a professional image at all times. You, the client, also agree to maintain a good level of hygiene and to wear appropriate 'work-out wear' for classes and consultations.

### Email Communication

We appreciate that the volume of emails received can be overwhelming these days. In view of this, we agree only to email you intermittently with newsletters, promotions and other interesting news. If you prefer not to receive these circulars, you will have an option to unsubscribe. It is your responsibility to do this.

We may also choose to email receipts, advice leaflets, copies of GP letters, reports and personalised exercise programme reminders to you in an attempt to reduce unnecessary paper use. By agreeing to these terms, you

acknowledge that these emails may contain personal information and not necessarily in an encrypted format. If you prefer not to be sent these electronically, please advise us.

### General Conduct

With regards to general rules, you agree not to send us spam, add us to any mailing lists or sell our information to any other third party without our express consent. You are, of course, welcome to share our contact details with people who may wish to use our services and/or work with us and do not require our permission for this.

By agreeing to these terms, you also agree not to market or advertise any other service, especially those which may conflict or compete with Plus Health Company without the prior consent of the company owner.

You also agree to comply with the law and regulations and will not knowingly enter into any unlawful or discriminatory activities when using our services. Doing so may result in us terminating your arrangements with us immediately and without being eligible for a refund.

By entering these terms, you also agree to treat Plus Health Company staff, clients and venues with courtesy and respect, without bias or discrimination. Inappropriate behaviour (verbal or otherwise) will not be tolerated.

### Liability

Plus Health Company will not be liable for any security or information breaches when using mindbody online or when completing a transaction nor will they take responsibility for colleagues who provide a service for the company but are not directly employed by it. All Plus Health Company staff are bound by the CSP and HCPC's standards of conduct, performance and ethics and have individual professional liability insurance.

Although Plus Health Company agree to offer subcontracted staff regular in-house training, we do not agree that this will be entirely sufficient when maintaining professional competencies. It is the individual staff member's responsibility to ensure they work within their scope of practice, report any concerns to management and adhere to the standards detailed above.

### Disclaimer

The information provided on our website and in clinic is intended as a guide to inform the reader of Plus Health Company's services. Any advice or suggestions given with regards to the self- management of a particular health condition either online or in a group exercise class is only intended as a guide. Individualised consultations ought to be sought in order to effectively manage individual problems. We do not accept responsibility for any exacerbation of symptoms or health conditions.