

## **Moray Movement Terms & Conditions**

These terms and conditions will apply to anyone booking a treatment or training session with Moray Movement through the website, email, social media or by phone. Instructions by a client to commence personal training, sports massage therapy, rehabilitation or any other service we may provide will constitute acceptance of these terms and conditions. The client is asked to pay special attention to the provisions related to liability and cancellations – this does not affect your statutory rights.

### **Purpose of treatment/session**

You must understand that the therapist/personal trainer does not diagnosis illness, disease or any other physical or mental disorder. The therapist/personal trainer does not prescribe medical treatment nor perform spinal manipulations. Understand that you hold all responsibility for the treatment you receive.

### **Booking an appointment**

Appointments are always subject to availability; however, we will always do our best to accommodate you in your chosen treatment/session.

### **Arriving at the clinic**

Please arrive at the clinic no more than 10 minutes prior to your scheduled appointment. As it is based on a residential street, please park on the RIGHT side of the driveway, and please wait in your car until the therapist comes out and greets you. If you have walked to the appointment, please wait outside the clinic until you are welcomed in as there may be another client in the room.

### **First Appointment**

Your first appointment will include an initial consultation and assessment, which may include a postural assessment, range of movement testing, muscle strength testing and test for ligament, tendon and meniscus damage. Due to this your treatment time during the first appointment may be shorter, however, assessment is important to be able to treat the cause as well as the symptoms.

**Health Screening/Medical History**

All clients must complete a Client Consultation Form and a PAR-Q before commencing any exercise programme or a medical history form prior to a treatment or rehabilitation program.

Your trainer/therapist may require a letter of 'medical clearance' from your GP. Please be aware that your GP may charge for providing this letter.

Your trainer/therapist cannot be held liable in any way for undeclared or unknown medical conditions.

Any information or services available throughout or in connection with the website, or at any appointment taken place at Moray Movement, do not constitute medical advice and it is your responsibility to determine, through obtaining appropriate medical advice, that you are fit and well for such treatment or session. It is not our responsibility to do this for you. Before commencing any appointment you should consult your doctor first.

**Payment**

Payment can be made online, in advance, or by cash or card by cash or card immediately following an appointment at the clinic.

**Cancellation Policy**

24 hours-notice of cancellation is required for all appointments that take place at the business premises. Notice of less than 24 hours will incur a 50% payment of the session fee.

**Lateness Policy**

If the client is late for an appointment, it is unable to be extended and will end at the appointed time.

**Fee Charging Policy**

Block Bookings must be paid for in advance BUT sessions do not have to be booked in advance. All sessions/vouchers must be redeemed within six months of purchase. All monies paid are non-refundable.

**Refunds**

The rights of refunds and any limitation expressed in these terms and conditions do not affect your statutory rights as a consumer. Refunds in relation to products or services may only be refunded to the credit or debit card originally used to make the purchase.

**The Trainer's/Therapist's Obligations**

The trainer/therapist will use their skills and knowledge to design a safe programme of exercise or rehab exercises that will take into account the client's personal goals, fitness levels and likes and dislikes related to exercise.

The trainer/therapist will provide the coaching, supervision, advice and support that the client may need to help them achieve their goals.

### **The Client's Obligations**

All client information will be kept strictly private and confidential. If the trainer requires further medical information from a practitioner, the client must provide such details. It is understood between client and trainer/therapist that both must commit to the programme 100% in order to achieve results.

The client is required to arrive on time for each session so that a full session can be achieved on each visit.

The client is required to wear appropriate clothing and footwear. Clothes should be loose fitting and non-restrictive. Footwear should be comfortable and provide adequate support.

### **Liability**

This Liability section applies only to the extent permitted by law. For the avoidance of doubt, Moray Movement does not exclude or limit any liability for (a) personal injury (including sickness and death) where such injury results from Moray Movement's negligence or wilful default, or (b) fraudulent misrepresentation.

Moray Movement does not accept liability (except as set out below) for any errors and omissions and reserve the right to change information, specifications and descriptions of listed packages and services. Moray Movement will correct errors and omissions as quickly as practicable after being notified of them.

Moray Movement does not accept any liability whatsoever for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and vehicles parked on site and/or loss from claims of third parties arising out of the use of this website or services purchased from Moray Movement or any other damage howsoever caused.

Moray Movement will only be liable for direct loss up to a maximum total of the price of the sessions or service purchased in respect of any claim.

It is also vital that you supply us with correct information about yourself and update us immediately should this information happen to change. We cannot be liable for any incorrect information supplied to us. We try to make sure that all information contained on Cliniko is correct, however, subject to the paragraph below, we do not accept any liability for any error or omission. We exclude all liability for any action you take, loss or injury you may suffer (direct or indirect including loss of pay, profit, opportunity or time, pain and suffering, any indirect, consequential or special loss, however arising) as a result of relying on any information provided through any service supplied by us to you.

You, your legal representatives and your heirs' release, waive, discharge and covenant, not to sue Moray Movement and its practitioners for any injury or death caused by their negligence or other acts.

### **Website Terms**

This website is owned and operated by Wix, and all personal information is stored on Cliniko (please refer to privacy policy for more information).

The owner of this web site and Cliniko account is Moray Hillson-Dawson of Moray Movement. In line with current GDPR if you consent that e-mail can be used as a long-distance means of communication any relevant communication will be sent in this format.

### **Cliniko Terms**

Appointments booked via the Cliniko booking system will comply with Cliniko terms and conditions. By using Cliniko you agree to their terms and conditions. You can find a copy of their Privacy Policy on their website: [www.cliniko.com/policies/privacy/](http://www.cliniko.com/policies/privacy/).

### **Personal Information**

Usage of your personal information is governed by the Moray Movement privacy policy, which can be found on the website: [www.moraymovement.com](http://www.moraymovement.com).

### **Amendments to the Ts&Cs**

Moray Hillson-Dawson may amend these terms and conditions from time to time, and place the new version on the website. All sessions, packages and purchases from Moray Movement from the date that the amended terms are placed on our website onwards will be governed by those new terms.

These terms and conditions shall apply when you use this website. They shall supersede any and all other conditions, understandings, commitments, agreements or representations (except fraudulent misrepresentations) whether oral or in writing.

Moray Hillson-Dawson advises that you print off and keep safe a copy of these terms and conditions. You are advised to read (and are responsible for reading) all information on this website fully.

If any of these terms are held to be invalid or unenforceable, those terms will be struck out and the other terms remain. These terms and conditions are subject to the laws and exclusive jurisdiction of the United Kingdom of Great Britain and Northern Ireland.