

### **Terms and Conditions**

These are the terms and conditions of Rushmere Physiotherapy Clinic.

I/We the patient(s) who have signed these terms and conditions (below) agree with Rushmere Physiotherapy Clinic (hereinafter referred to as "the business") that :

1. A Physiotherapist from the business may provide treatment for me.
2. **I am personally liable to pay the treatment fees of the business and any surcharges incurred (e.g. as a result of a failure to attend an appointment where I have failed to give the business at least 24 hours notice).**
3. **The cancellation policy (under 2 above) is NOT subject to receiving a reminder text, which is simply a reminder and not a prompt for the appointment.**
4. The business accepts no responsibility or liability for any indirect, special or consequential loss or other damages howsoever caused or any liability arising from the services or treatment provided or made available to me except in the case of personal injury or death caused solely by negligence of the business, its servants or agents.
5. I or the business may terminate this contract by mutual agreement or by either I or the business giving the other immediate notice of termination in writing to the last known address.
6. Where this agreement (and/or a termination notice under 5 above) has been signed by a person on my behalf, that the person so signing warrants to pay all charges incurred up to the date of termination (unless already paid).
7. The business shall not be liable to me or be deemed to be in breach of this agreement by reason of any delay in performing or any failure to perform any of its obligations in relation to services or treatment if the delay or failure is due to any Act of God.
8. If the whole or part of any of this agreement shall be held void or unenforceable by any Court or competent authority then any such term or condition or the relevant part thereof (as the case may be) shall be deleted and the remaining terms and conditions (or part or parts of such terms and conditions shall continue in full force and effect.
9. A person who is not party to this agreement (including any employee, officer, agent, representative or sub-contractor of either party) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of this agreement. This does not affect any right or remedy of a third party which exists or is available to that person apart from that Act.
10. We agree that any dispute arising from this agreement will be determined in accordance with English Law and will be deemed for all purposes to have arisen within the jurisdiction of the Ipswich County Court.

**I the patient, or the person signing on behalf of the patient, agree to these terms and conditions which I have read and understood**

**Signed**

**Name**

**Date**