



Ascenti's Consumer Terms

1. THESE TERMS

- 1.1 What these terms cover.** These are the terms and conditions on which we supply services to you. Our primary service is the provision of physiotherapy treatment sessions but we also offer medical reports, medical notes and on-line portal advice and guidance.
- 1.2 You are** any person using our services where:
- 1.2.1** you are paying for our services yourself (a **"Private Paying Customer"**); or
- 1.2.2** your private medical insurance or employer is paying for our services (**"Third Party Funded Customer"**).
- These terms do not apply to those persons we are seeing in our capacity as a sub-contractor on behalf of another healthcare provider, such as the NHS.
- 1.3 Why you should read them.** Please read these terms carefully before you agree to engage our services. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 Who we are.** We are the Ascenti Group trading through Ascenti Physio Limited (Company Number 04530716) and Ascenti Health Limited (Company Number 03225768) which are companies incorporated in England & Wales and whose registered office is Carnac House, Carnac Court, Cams Estate, Fareham, Hampshire, PO16 8UZ. . Our registered VAT number is 208 2267 25.
- 2.2 How to contact us.** You can contact us by telephoning our consumer service team at 01329 818099 or by writing to us at Ascenti Physio Limited, Carnac House, Carnac Court, Cams Estate, Fareham, Hampshire, PO16 8UZ or by sending us an email to contact@ascenti.co.uk
- 2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 2.4 "Writing" includes text messages and emails.** When we use the words "writing" or "written" in these terms, this includes letter, text messages and emails.

3. OUR CONTRACT WITH YOU

- 3.1 Making your first appointment.** Our first offer of an appointment will take place when we confirm the appointment you have made with one of our healthcare professionals on the telephone, by email or in person. Our confirmation of the offer of a first appointment will be by letter, mobile text message or email (the first **"Appointment Confirmation"**). Your acceptance of our offer will take place when you attend your first appointment in person, at which point the contract will come into existence between you and us and these terms will apply to your first appointment and all subsequent appointments provided by us to you. If you cannot attend your first appointment, please let us know in accordance with the terms of our Did Not Attend Policy below.
- 3.2 Making subsequent appointments.** Subsequent bookings of appointments can be made in person with our physiotherapist following your first treatment session or by telephone to your physiotherapist or our customer services team. Once we confirm details of a subsequent appointment by sending you a letter, mobile text message or email (the subsequent **"Appointment Confirmation"**), this will create a legally binding contract for us to provide the service and for you to attend the appointment. We will expect you to attend subsequent appointments and you may not cancel without charge unless you do so in accordance with the terms of our Did Not Attend Policy below.
- 3.3 If we cannot take your booking or fulfil the appointment.** If we are unable to accept your booking, we will inform you of this by telephone, mobile text message or email and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for, or because the premises we use might become unavailable. We will however endeavour to re-arrange your booking as soon as possible.
- 3.4 We only provide services within the UK.** Our website, catalogue and brochure are solely for the promotion of our services in the UK. Unfortunately, we do not accept booking for appointments outside the UK.

4. YOUR RIGHTS TO MAKE CHANGES

- 4.1** If you wish to make a change to your appointment (or any other change to the services) please contact us. We will let you know if the change is possible. We will let you know about any changes to the price of our services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. OUR RIGHTS TO MAKE CHANGES

- 5.1 Minor changes to the services.** We may change the services:
- 5.1.1** to reflect changes in relevant laws and regulatory requirements;
- 5.1.2** to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the services.
- 5.2 More significant changes to the services and these terms.** In addition, we may make changes to these terms or the services relating to the price, your physiotherapist, the clinic location (including opening hours) or length of appointment, but if we do so we will

notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

6 PROVIDING THE SERVICES

- 6.1 When we will provide the services.** We will supply the services to you at the time and date confirmed in each Appointment Confirmation.
- 6.2 We are not responsible for delays outside our control.** If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know 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 cancel an appointment, end the contract and receive a refund for any services you have paid for but not received.
- 6.3 What will happen if you do not provide required information to us.** We will need certain information from you so that we can provide the services to you effectively and safely, for example, any pre-existing medical conditions relevant to your treatment or whether you have an infectious disease. While our physiotherapist will normally ask you for this information at the start of your treatment, we also expect you to actively volunteer this information to us at the earliest opportunity. If you do not provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see [Clause 8.1](#)) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services ineffectively, late or not providing any part of them if this is caused by you not giving us the information we need.
- 6.4 Reasons we may re-arrange appointments.** We may have to re-arrange the time and date for appointments to:
- 6.4.1** deal with unexpected staff absences or lack of availability of suitable premises;
 - 6.4.2** deal with technical problems or make minor technical changes;
 - 6.4.3** update the services to reflect changes in relevant laws and regulatory requirements;
 - 6.4.4** make changes to the services as requested by you or notified by us to you (see [Clause 5](#)).
- 6.5 Your rights if we re-arrange appointments.** We will contact you in advance to tell you we need to re-arrange the time and/or date of an appointment, unless the problem is urgent or an emergency. If we have to re-arrange the appointment to a date that is much later than originally planned, you may cancel the appointment and end the contract in respect of any subsequent appointments and we will refund any sums you have paid in advance for services not provided to you.
- 6.6 We may also re-arrange appointments if you do not pay.** If you do not pay us for the services when you are supposed to (see [Clause 10.4](#)) and you still do not make payment within 24 hours of your next appointment, we may postpone appointments until you have paid us the outstanding amounts. We will contact you to tell you we are postponing your appointments. We will not postpone appointments where you dispute the unpaid invoice (see [Clause 10.6](#)). As well as postponing appointments we can also charge you interest on your overdue payments (see [Clause 10.5](#)).

7 YOUR RIGHTS TO END THE CONTRACT

- 7.1 You can always cancel an appointment and end the contract before our services have been supplied and paid for.** You may contact us at any time to cancel an appointment and end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below.
- 7.2 What happens if you have good reason for cancelling an appointment and/or ending the contract.** If you are cancelling an appointment (or cancelling all appointments and thus ending the contract) for a reason set out at (a) to (e) below the appointment will be cancelled (and/or the contract will end immediately) and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:
- 7.2.1** you are cancelling an appointment in accordance with the terms of our Did Not Attend Policy (see clause 7.3 below);
 - 7.2.2** we have told you about an upcoming change to the services or these terms which you do not agree to (see [Clause 5.2](#));
 - 7.2.3** we have told you about an error in the price or description of the services you have booked and you do not wish to proceed;
 - 7.2.4** there is a risk the services may be significantly delayed because of events outside our control;
 - 7.2.5** we postpone an appointment for resource or technical reasons, or notify you we are going to postpone an appointment for resource or technical reasons, in each case for a period of more than 1 week; or
 - 7.2.6** you have a legal right to cancel an appointment and/or end the contract because of something we have done wrong.
- 7.3 Our DID NOT ATTEND POLICY** If you are unable to attend an appointment, please contact us as soon as possible and we will endeavour to re-arrange the appointment to a mutually acceptable time and date.
- 7.3.1 In respect of the First Appointment** You may cancel your first appointment at any time without charge;
- 7.3.2 In respect of subsequent Appointments** You must give us at least 24 hours' notice ("Required Notice") if you wish to cancel or move a subsequent appointment. If you have booked your appointment to occur within 24 hours of speaking to us, we will waive the Required Notice provided you notify us of the cancellation at any time before your appointment. If you have not given us the Required Notice or you simply do not attend without giving us the Required Notice, we will charge you the full cost of the appointment unless in our reasonable view you had good cause for failing to give us the Required Notice. We will consider your circumstances on a case by case basis, but we generally apply the meaning of "good cause" to cover situations such as where you have just had a serious accident, you have been unexpectedly hospitalised, you have suffered a close bereavement or you have a serious infectious disease.

8 OUR RIGHTS TO END THE CONTRACT

- 8.1 We may cancel an appointment and/or end the contract if you break it.** We may cancel an appointment and/or end the contract at any time by writing to you if:
- 8.1.1** you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
 - 8.1.2** you persistently breach the terms of our Did Not Attend Policy; or
 - 8.1.3** your behaviour is threatening, abusive or insulting to our staff or your conduct is otherwise unreasonable.
- 8.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in [Clause 8.1](#) we will refund any money you have paid in advance for services we have not provided but we may charge you for any appointments which you failed to attend in breach of our Did Not Attend Policy.

- 8.3 We may stop providing the services.** We may write to you to let you know that we are going to stop providing the services. We will let you know at least 48 hours in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

9 IF THERE IS A PROBLEM WITH THE SERVICES

- 9.1 How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can contact us by telephoning our consumer service team at 01329 339880 or by emailing us at ascenticomplaints@ascenti.co.uk or by writing to us at Complaints Officer, Ascenti Physio Limited, Carnac House, Carnac Court, Cams Estate, Fareham, Hampshire PO16 8UZ. Alternatively, please speak to our physiotherapist in person.
- 9.2 Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. The Consumer Rights Act 2015 says:

- you can ask us to repeat a session if it has not been done with reasonable care and skill, or get some money back if you don't want to repeat a session.
- if we haven't agreed a price before an appointment, what we will ask you to pay must be reasonable.
- if we haven't agreed a time for an appointment but have committed to providing a session for you, we will ensure you have a session within a reasonable time.

- 9.3 Our guarantee in addition to your legal rights.** We offer the following goodwill guarantee which is in addition to your legal rights (as described in [Clause 9.2](#)) and does not affect them. In the unlikely event there is any deficiency in our services:
- 9.3.1** if remedying the deficiency is impossible or cannot be done within a reasonable time or without significant inconvenience to you we will refund the price you have paid for the services;
- 9.3.2** in all other circumstances we will use every effort to remedying the deficiency free of charge, without significant inconvenience to you, as soon as we reasonably can. If we fail to remedy the deficiency in good time we will refund the price you have paid for the services.
- 9.4 Transferring our guarantee.** Due to the personal nature of our services, You may not transfer our guarantee at [Clause 9.3](#) to any other person.

10 PRICE AND PAYMENT

- 10.1 Where to find the price for the services.** The price of the services (which includes VAT) will be the price set out in our price list in force at the date of your booking unless we have agreed another price in writing. We take all reasonable care to ensure that the prices of services advised to you are correct. However please see [Clause 10.3](#) for what happens if we discover an error in the price of the services you book.
- 10.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between the date you book an appointment and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect. At the time of issuing these terms and conditions, no VAT is currently payable in respect of the provision of physiotherapy services.
- 10.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before booking an appointment so that, where the service's correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the service's correct price at your booking date is higher than the price stated in our price list, we will contact you for your instructions at least 24 hours before your appointment. If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the services.
- 10.4 When you must pay and how you must pay.**
- 10.4.1 Where you are a Private Paying Customer,** we will ask for and we require you to make payment of the full price of each session immediately upon completion of such treatment session. We accept payment with debit and credit cards only. Unfortunately cash cannot be taken.
- 10.4.2 Where you are a Third Party Funded Customer,** we will seek reimbursement of our costs from that third party provided this has been agreed by us with you at the time of booking your first appointment.
- 10.5 We can charge interest if you pay late.** If you do not make any payment to us on the due date (see [Clause 10.4](#)) we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Lloyds Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 10.6 What to do if you think a price is wrong.** If you think a price is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

11 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 11.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.
- 11.2 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; for fraud or fraudulent

misrepresentation; for breach of your legal rights in relation to the services as summarised at Clause 9.2.

11.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

11.4 We are not liable for business losses. We only supply the services for personal and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12 HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 How we will use your personal information. We will use the personal information you provide to us to:

12.1.1 provide the services in performance of the contract between us;

12.1.2 process your payment for such services;

12.1.3 if you agreed to this during the booking process, to inform you about similar services that we provide, but you may stop receiving these communications at any time by contacting us; and

12.1.4 otherwise in accordance with the terms of our Privacy Policy which is available on our website at www.ascenti.co.uk.

12.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.

13 OTHER IMPORTANT TERMS

13.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 90 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

13.2 You may only transfer your rights or your obligations under these terms to another person with our written consent. We may withhold our consent if we have good reason to do so.

13.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.4 If a court finds part of this contract illegal, the rest will continue in force. 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.

13.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

13.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.