



## WellnessPro Terms & Conditions

1. These terms and conditions and all associated rules and regulations of membership, govern the terms and conditions of your membership. Please read these documents carefully as they affect your rights and liabilities under the law. If you have any questions please feel free to ask a member of our team.
2. Flex Physio (PracticeLink Ltd) may make reasonable changes to these conditions and membership prices at any time so long as we give you advance notice of the changes.
- 3.1 Flex Physio (PracticeLink Ltd) does not accept liability for any loss, damage or injury as a result of using the Park Club or associated facilities.
- 3.2 Flex Physio (PracticeLink Ltd) reserves the right to refuse any application for membership, terminate a membership or refuse admission to the facility.
- 3.3 Failure to comply with your conditions of subscription may result in your card and any subscription benefits being withdrawn without any refunds of fees being made.
- 3.4 It is your responsibility to inform Flex Physio (PracticeLink Ltd) of any change of contact / address details.
- 3.5 Subscription is personal to the member and must not be reassigned, transferred, or sold on without prior authorisation from Flex Physio (PracticeLink Ltd).
- 3.6 You must be aware and comply with any parking restrictions in the car parks. Parking is at your own risk and Flex Physio (PracticeLink Ltd) cannot be held responsible for loss or damage as a result of parking on the premises.
- 3.7 You agree to abide by the rules and etiquettes which are displayed prominently within the Park Club/centre. We may make reasonable changes to these rules at any time provided we give you reasonable advance notice of the change.
- 3.8 No pets will be allowed on the premises, with the exception of guide dogs.
- 3.9 Fire exits, which are clearly marked, are there in the interests of safety and members and guests must not interfere with these doors for any reason.
- 3.10 In the event of an emergency evacuation, members and guests must immediately make their way in an orderly fashion to the nearest available exit and meet in the assembly point in the front car park
- 3.11 If any member shall cause nuisance or annoyance to other members, guests or Club staff, or misuse the Club facilities, or breach any etiquette guidelines, or generally behave inappropriately, the Flex Physio (PracticeLink Ltd) reserves the right to refuse admission or suspend or terminate subscription. In particular, abusive language, threatening or violent behaviour will not be tolerated.
- 3.12 All minors attending the Park Club must be supervised by an accompanying adult at all times. No photography (including the taking of images through a mobile phone or camcorder) is allowed in any area of the Club.
- 3.13 Please refer to any comments or complaints to a member of the Flex Physio (PracticeLink Ltd) staff. Written complaints must be addressed to the Practice Manager.
- 3.14 No food is to be consumed (unless for medical reasons) in any of the clinical areas and only drinks in a suitable, plastic container are permitted.
- 3.15 Alcohol or any illegal substances may not be consumed or brought into the premises or its grounds.
- 3.16 The Park Club is a non smoking environment, this also includes vaping on the premises.

### Direct Debits

- 4.1 Your subscription commences once you have completed the direct debit online form.
- 4.2 'Commitment End Date' refers to the date when your minimum subscription period ends, after this date your membership will continue until you cancel your membership giving the appropriate notice.
- 4.3 You have 14 full days after signup to cancel this subscription for any reason. This is called the cooling-off period. To exercise this right, you must inform us of this by email using the details provided. If you exercise this right to cancel we will reimburse you fees received from you. If you have used the service before requesting to cancel, then we will reduce your subscription fee refund as necessary.
- 4.4 All included services can be redeemed once a direct debit has been setup, including any services deliverable annually (every 12 months). If the subscription is terminated before at 12 month period has elapsed, a repeat of this service will only be permissible once a subscription has been reinstated and 12 month period of subscription has been accrued.



## Suspension / Freezes – Direct Debit

- 5.1 A suspension can be applied to your membership, but only for the following reasons:-
- Medical condition – proof will be required in the form of a letter from a medical professional that you are unable to make use of the subscription services.
  - Bereavement – we will be sympathetic to any requests made for bereavement of immediate family members
- 5.2 The following conditions need to be followed in order for a suspension to be processed:-
- Minimum of 1 month and a maximum of up to 3 months suspension, by emailing [info@flexphysiopractice.com](mailto:info@flexphysiopractice.com)
  - 30 days written notice
  - Suspended period does not affect the minimum number of direct debit payments you are due to pay, as a result the commitment end date will be extended by the equivalent number of months.
  - Whilst your membership is suspended you are unable to terminate and will need to re-instate the membership first.

## Cancellations – Direct Debit

- 5.3 Cancellations within the commitment period / minimum contract will only be accepted for the following reasons:
- House relocation – proof will be required such as a utility bill or a rental/mortgage agreement
  - Loss of employment – proof will be required such as a letter from the company to advise that you have been made redundant
  - Medical condition – proof will be required in the form of a letter from a medical professional that you are unable to use the facility.
- 5.4 The following conditions need followed for a cancellation to be processed:-
- Cancellations within commitment period / minimum subscription period can only be processed once proof has been received and will be subject to 30 days notice as per your direct debit date.
  - If you cancel your direct debit before the 30 day notice period, you will miss your last payment and go into arrears, this will then enter our debt collection if it remains unpaid.
  - Cancellations outside of commitment period (minimum contract) are subject to a 30 day notice period, which will commence from the next direct debit date.
  - We require written request via e-mail to [info@flexphysiopractice.com](mailto:info@flexphysiopractice.com) if you wish to cancel your subscription.

## Privacy Notice & GDPR

This Privacy Notice explains our data processing practices and your options regarding the ways in which your data is used. If you have any requests concerning your personal information or any queries with regard to our processing please contact us at [info@flexphysiopractice.com](mailto:info@flexphysiopractice.com)

### Introduction and Purpose

- 1.1 The EU General Data Protection Regulation took effect from 25<sup>th</sup> May 2018. This policy demonstrates how PracticeLink Ltd conforms to the GDPR requirements

### Responsibilities and Duties

- 2.1 PracticeLink Ltd collects names, addresses, emails, telephone numbers and medical information from patients. These are stored securely in the patient record system. Consent is gained to keep the information and to contact them. Medical records will be kept for the statutory time and then destroyed. Electronic data is kept secure on devices that are password protected.
- 2.2 Data Controller  
PracticeLink Ltd is the data controller and processor
- 2.3 Data Protection Officer  
Tom Jacobs is the person designated to ensure the business complies with GDPR.
- 2.4 All staff must complete the relevant e-learning mandatory training – clinical and information governance modules

### Monitoring and Compliance



### 3.1 PracticeLink Ltd. upholds all individual's personal privacy rights

- Right to subject access
- Right to have inaccuracies deleted
- Right to have information erased
- Right to object to direct marketing
- Right to restrict the processing of their information, including automated decision- making
- Right to data portability.

### 3.2 Legal Basis for Processing Data

PracticeLink Ltd collects and processes all personal data to enable treatment needs to be met.

### 3.3 Unauthorised access

Only PracticeLink Ltd and it's associates has access to clients' personal data and medical information.

### 3.4 Personal data is:

- Processed lawfully, fairly and in a transparent manner
- Collected for specified, explicit and legitimate purposes
- Adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed
- Accurate and kept up to date (inaccurate personal data is erased or rectified without delay)
- Kept in a form which permits identification of data subjects for no longer than is necessary
- Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage.

### 3.5 PracticeLink Ltd has separate business email accounts which are password protected

### 3.6 PracticeLink Ltd does not share personal data with third parties without gaining consent

### 3.7 PracticeLink Ltd gains consent for direct marketing

### 3.8 This policy will be monitored via audit of signature sheets and ensuring it is part of the induction process.

## Process

- 4.1 Any breaches are reported to the Data Protection Commissioner (DPC) within 72 hours unless the data was anonymised or encrypted. Breaches that might bring harm to an individual (e.g. identity theft or breach of confidentiality) are also reported to the individual(s) concerned.

## References

- 5.1 EU General Data Protection Regulation

- 5.2 ICO.org.uk <https://ico.org.uk/for-organisations/business/assessment-for-small-business-owners-and-sole-trader>

## Contact Us

- 6.1 If you have questions relating to this privacy notice, you can:

Send an email to [info@flexphysiopractice.com](mailto:info@flexphysiopractice.com) or; write to us at: Flex Physio Practice, Park Club, 17 Croft Drive, Milton Park, Abingdon, OX14 4RP