

# Acupuncture terms and conditions

Set out below are the terms and conditions on which Acu-Point Vitality Acupuncture provides services and products to its patients. Please ensure that you have read and fully understood our terms and conditions and privacy policy prior to booking a consultation or purchasing a treatment or product from us.

Using our site, booking a consultation, treatment, making a payment or placing an order with us indicates your acceptance of our terms and conditions and privacy policy (including our COVID-19 terms and conditions) and you represent that (i) you have read, understood and agree to be bound by this Agreement and (ii) you are at least 18 years old, when entering into this Agreement for yourself.

## Overview

All practitioners at Acu-Point Vitality Acupuncture are fully qualified and trained to meet the requirements of the [British Acupuncture Accreditation Board](#) and practice acupuncture in compliance with the requirements of the [Professional Standards Authority for Health and Social Care](#). Rosie Gadsby is a member of and regulated by the [British Acupuncture Council](#).

The following constitutes a legal agreement between a buyer (“you” or the “Patient”) and us with respect to the use of our Site and the purchase of treatments, services or products, the terms of which are set out below. You must be at least 18 years of age to agree to and enter into this Agreement.

If you do not agree to (or cannot comply with) any of these terms and conditions, do not book a consultation or treatment, make a payment or place an order with us and do not attempt to access the Site. We are of course happy to discuss your queries or concerns over the telephone prior to making a booking.

By signing a consent form(s), you acknowledge that you have carefully read, understood and agree to be bound by the agreement as per the consent form(s) you have signed and you also indicate your acceptance of these Terms & Conditions and all policies referred to herein which are available at [www.acupointvitality.co.uk](http://www.acupointvitality.co.uk). It is your responsibility to ensure you read the consent form(s) carefully and inform us of any queries before you sign as this shows you understand and agree to all the terms and conditions as stated above.

We will always assess whether treatment is suitable for you, or likely to be successful or not, from our previous experience to the best of our ability and prior to any treatment being carried out. We cannot guarantee the results of any treatment as results vary from person to person due to many factors. If we believe that, in our experience, a treatment will not be suitable for you, we will inform you as to the reasons why.

Our website is established to enable you to consider the products and services we provide. We do not offer any medical advice via our website.

## Clinic appointments and treatments: COVID-19

To support your health and wellbeing, we closely monitor the official guidance from the relevant professional regulatory bodies, health authorities, local and central government, and the World Health Organisation and will work within these guidelines.

You agree you have done your due diligence and are fully satisfied with our Covid-19 response and appointment instructions and the PPE provided where applicable at Acupoint Vitality Acupuncture and agree to strictly follow our COVID-19 appointment instructions and all the official guidance and isolation guidelines from health authorities, local or central government whilst at the clinic and at all other times otherwise you will be held fully responsible for placing yourself and/or others at risk.

Acu-Point Vitality Acupuncture will endeavour to ensure that your appointment runs to time. However, should we need to cancel or postpone your appointment at short notice, we will make every effort to contact you in advance and as soon as possible. We do not accept liability for delayed or non-delivery of the treatment or appointment. We apologise in advance for any inconvenience caused and thank you for your patience at this time.

## Clinic appointments and treatments: appointments and cancellations

If you are unable to attend your appointment, please contact us immediately. We will need to know that you wish to cancel at least 24 hours before your appointment is due. Failure to cancel or rearrange before the 24 hours, will result in the loss of the treatment and potentially a non-attendance charge being levied.

Please follow our COVID-19 appointment instructions in place at the time of your appointment and arrive for your appointment at least 5 minutes in advance, so that any pre-appointment procedures may be undertaken, any necessary paperwork can be completed and so that you are relaxed and ready for your appointment.

Late arrival may result in reduced treatment time or forfeiting of the appointment. Acu-Point Vitality Acupuncture will endeavour to ensure that your appointment runs to time. However, should we need to cancel or postpone your appointment at short notice, we will make every effort to contact you in advance as soon as possible.

Prior to your appointment, we will inform you of any preparation required in advance of your treatment. Failure to follow the guidelines may result in cancellation of your appointment, reduced treatment time, or additional fees being charged.

You will always be asked about your health prior to treatment, and when a significant period of time has lapsed since your last treatment. We reserve the right to ask for a full and updated medical history and undertake a further initial acupuncture consultation appointment. Some of these questions may be fairly personal and can include questions regarding your libido and sex life. Your answers can be useful from a diagnostic perspective. If you are uncomfortable answering such questions, please simply say so and this element of questioning will not be pursued.

Any Patient who requires treatment and brings a child with them must also be accompanied by another adult to chaperone the child whilst the Patient is being treated. Failure to bring an adult chaperone with any child will result in the treatment being cancelled, charged for and the loss of the treatment or deposit. No children under the age of 16 years must be left unattended within the clinic at any time.

### Clinic appointments and treatments: payment by you

Prices are regularly reviewed. If you are purchasing a treatments/course of treatments, you may find the price has changed or increased or earlier offers and discounts have expired. Therefore, we cannot guarantee our prices will remain the same, and it is in your interest to purchase all required treatments/course of treatments as soon as possible. To avoid issues with treatment costs, please do feel free to clarify with us at any time.

We will invoice you for all treatments undertaken. We will provide you with a quote prior to treatment if this exceeds our usual appointment price.

If during your consultation additional procedures are required, you will be advised of the expected costs.

As a self-pay patient, you will be expected to pay for your treatment on the day you attend or the day on which you are invoiced, whichever is later, unless you have made a prior arrangement with us.

If you do not pay us for the services when you are supposed to and you still do not make payment within seven days of us reminding you that payment is due, we may suspend the supply of our services (including cancelling any scheduled appointments) until you have paid us the outstanding amounts.

We will contact you to tell you we are suspending supply of our services. We will not suspend the services where you dispute the unpaid invoice. We will not charge you for the services which are not provided during the period for which they are suspended.

As well as suspending the services we can also charge you interest on your overdue payments at a rate of 4% above the base lending rate of the Bank of England. When overdue payments have not been made despite numerous attempts, your information will be shared with our debt collectors, who will then contact you directly.

### Clinic appointments and treatments: payment by your insurer

Whilst you will remain responsible for the payment of your treatment, where you have private medical insurance, we will confirm in advance if we are able to process the insurance claim for your care with your insurer. In these circumstances, you are required to give us and your insurer all the information that we and your insurer need to do this.

If this information is incomplete or inaccurate, we may not be able to process your claim and we will invoice you direct.

Where we process your insurance claim and your insurer pays us directly, the rate agreed between Acu-Point Vitality Acupuncture and your insurer will apply to your treatment. You will remain responsible for the balance of your account not paid by your insurer. Where your insurer fails to settle our invoices (or any part of them) within 30 days of the date of issue, we will assume that the outstanding amount will not be paid by your insurer, and we will invoice you directly.

It is your responsibility to confirm with your insurer in advance that your treatment is covered by your insurance policy and Acu-Point Vitality Acupuncture will not obtain any such confirmation on your behalf.

In some cases, your insurer may not pay for certain parts of the treatment you receive, and you will be required to pay for this.

Please note that your insurance policy may not cover the cost of products or other items supplied, or it may cover only part of the treatment provided. You will be required to pay for any such items not reimbursed by your insurers. Please check with your insurer the extent of your cover and any omissions.

If you pay for your treatment and subsequently seek reimbursement from your insurer, and if no other rate has been expressly agreed between you and Acu-Point Vitality Acupuncture, then the prices in operation at the time will apply to your Treatment.

If no rate has been agreed between Acu-Point Vitality Acupuncture and your insurer in respect of your care, the price in operation at the time will apply to your treatment.

Where we invoice you for your treatment or an element of it, you agree to pay us the amount invoiced in accordance with our self-paying terms above.

We are only able to address an invoice to the person who has received the treatment and not to any other person.

### Clinic appointments and treatment: treatment outcomes

Whilst many of our patients are extremely happy and satisfied with their outcomes, treatment results may vary for each individual owing to their individual circumstances, and as such Acu-Point Vitality Acupuncture cannot guarantee specific results. We are very transparent with this fact, and this is noted at patient intake as well as in our consent form(s) and therefore proceeding with a consultation acknowledges your understanding and agreement to this.

### Clinic appointments and treatments: liability

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. Acu-Point Vitality Acupuncture will not be liable in contract, tort or otherwise for any economic loss (including, without limitation, loss of profit), or for any other special, indirect, or consequential loss or damage arising out of, or in connection with, its provision of any goods and/or services to the Patient.

It is the Patient's responsibility to ensure they provide Acu-Point Vitality Acupuncture with all relevant medical details prior to each treatment. Acu-Point Vitality Acupuncture

will not be liable for any damage or loss that occurs because of the Patient's failure to disclose such details.

If you require a copy of your treatment records, it is helpful if you provide the request in writing via post or email with sufficient proof of your ID. Once this has been acknowledged and accepted in writing, we aim to provide a copy of your treatment records usually within 2 to 4 weeks. Acu-Point Vitality Acupuncture will provide you with the records in the same way in which it was requested, unless otherwise discussed. If records are sent out by post, we are not liable in any way if copies of your treatment records are lost or accessed by others once given/posted/emailed out securely.

## Gift vouchers

Gift Vouchers can only be redeemed at Acu-Point Vitality Acupuncture. They may be exchanged for treatments or products of a higher price than the face value of the voucher, on payment of the difference.

Gift vouchers purchased are valid for 12 months from the date of purchase. At expiry, the value will be lost. Gift vouchers expire on the date marked on the gift voucher. Gift vouchers presented after their expiry date will be treated as void and are non-exchangeable and non-refundable.

## CCTV

We operate CCTV at our business premises for security purposes and display signs on the premises informing you of this. If you attend the clinic, you may be captured on CCTV. We do not share this footage unless there is a lawful basis to do so. By agreeing to these terms and conditions, you consent to the possibility of being captured on CCTV.

## Conduct in clinic and on the clinic premises

Patients attending for treatment are expected to demonstrate respectful conduct both in the grounds of the clinic and while walking/driving to and from the clinic itself.

You are entering private grounds to get to the clinic, so please proceed slowly and carefully and take care when parking.

Your practitioner will explain which areas of the clinic and grounds are accessible to patients by car and on foot and which are not. You are requested not to access any unauthorised areas unless you are specifically invited to do so by your practitioner

The following behaviours fall outside of the type of conduct we expect from our patients and visitors. If any of these behaviours are displayed, we consider that it is not acceptable to continue treatment at our practice:

- Being under the influence of alcohol or recreational drugs at the time of treatment.
- Repeated non-attendance for appointments.
- Excessive noise which is obtrusive to others in the vicinity.

- Demanding, manipulative, threatening, aggressive or bullying behaviour, gestures or actions.
- Offensive or abusive remarks or actions of a racial, sexual or personal or professional derogatory nature.
- Damage or theft to the property.

## Refusing or discontinuing care

We promote and uphold the privacy, dignity, rights, health, and wellbeing of patients who access our treatment services as well as our practitioners, at all times.

Our aim to provide a safe, pleasant, and comfortable environment in which patients and practitioners give and receive mutual respect. To assist in providing this, all persons accessing the services of the practice are expected to observe the above expectations of conduct that promote this.

We have the right to refuse, discontinue or defer treatment for any reason and we have the right to do so without explaining to the patient why this decision has been made. We will always try to provide you with as much notice as possible and some alternative acupuncture practitioners who would be suitable for you. The following are some common reasons why treatment might be refused, discontinued, or deferred if:

- your health status has changed and treatment is no longer appropriate
- if the care, treatment, or other services you require are beyond the scope of our practice
- it is deemed by you or your practitioner that you are not benefiting from treatment after reviewing your treatment plan
- your health and safety may be put at risk by treatment
- you have withheld or not provided information relevant to treatment
- you are not carrying out appropriate aftercare advice and potentially putting your own health and safety at risk
- the practitioner is unable to provide a treatment that meets your specific needs due to poor health or a change in personal or professional circumstances
- for any reason the practitioner's ability to treat to the required levels of professionalism and safety is likely to be compromised
- there is any refusal to comply with terms and conditions or known and generally accepted practice standards such that the refusal inhibits our practitioners from delivering quality care to you
- the acupuncturist wishes to specialise in an area different to that for which you are being treated

## Courses of treatments

If you have purchased a course of treatments and discontinue this course, you will not be refunded for those sessions which you have not used. Any `free` or complimentary treatments offered will have no monetary value and therefore will not be refunded.

A course of treatments purchased will have an expiry date of 1 year from purchase and must be completed by this date otherwise no refund can be given.

## Our right to vary these Terms and Conditions

We have the right to revise and amend these Terms and Conditions from time to time.

You will be subject to the policies and Terms and Conditions in force at the time that you have treatments from us, unless any change to those policies or these Terms and Conditions is required to be made by law or governmental authority (in which case it will apply to treatments and orders previously paid/placed by you), or if we notify you of the change to those policies or these Terms and Conditions before we charge you/send you the invoice (in which case we have the right to assume that you have accepted the change to the Terms and Conditions).

## Your agreements

### **You agree that:**

It is your responsibility to provide accurate personal information (“Personal Data”) and to update your Personal Data as necessary to keep it accurate. You undertake that all Personal Data you provide to us is your own or that of a third party who has given you full permission and authority to use it.

We will only use your Personal Data in accordance with the Data Protection Act 1998 and our Privacy Policy.

Whilst we will utilise anti-virus protections, it is your obligation to ensure that any device you use to access our website is free of any virus, Trojan horse, worm or any other items of a destructive nature. You will not hold us responsible for any damages that result from you accessing the website (including any software or systems you use to access the Site).

You will not attempt or permit or encourage others to attempt to copy or make use of any intellectual property appearing on our Site for any commercial use or in any manner which would constitute an infringement of our copyright.

### **Website: accessing our site**

By accessing our website you agree to the terms and conditions herein which will take effect on your first use of the Site and that it will apply to all persons accessing this Site from your computer. You agree that you are obligated to review these terms and conditions on a regular basis for any changes and that you agree to be bound by those changes. Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Site without notice. We will not be liable if for any reason our Site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our Site, or our entire Site, to users who have registered with us.



**Website: misuse of the site**

We reserve the right to suspend or terminate your access to the Site or parts of it if in our sole discretion we believe you are in breach of any provision of this Agreement.

**Website: disclaimers**

Acu-Point Vitality Acupuncture maintains this Site to provide general information, education and communication about its treatments and products.

The information on this Site should not be construed as specific medical advice or recommendation.

Whilst Acu-Point Vitality Acupuncture tries to ensure that all information contained on this website is accurate and correct at the time of drafting, there may be circumstances where some information may vary or become inaccurate, so we are unable to provide any guarantees in this regard.

The information is subject to change from time to time without notice. Acu-Point Vitality Acupuncture Acupuncture is not responsible for any actions resulting from the use of this information either by professionals or other persons.

Information contained on this Site is not a substitute for a consultation and physical examination by a trained professional. Only discussion of your individual needs with one of our staff will determine the best method of treatment for you.

All information contained within the Acu-Point Vitality Acupuncture Site is the copyrighted property of Rosie Gadsby. Reproduction, redistribution, or modification of the information for any purpose is prohibited without the express written permission of Acu-Point Vitality Acupuncture.

Although Acu-Point Vitality Acupuncture undertakes reasonable efforts to keep the information contained in its Site accurate, Acu-Point Vitality Acupuncture does not warrant the accuracy, completeness, timeliness, merchantability, or fitness for a particular purpose of the information contained in this Site. In no event shall Acu-Point Vitality Acupuncture be liable to you or anyone else for any decision made or action taken by you in reliance on such information.

Acu-Point Vitality Acupuncture will not be responsible for any information found on linked web sites or their associated links. The links are provided for the convenience of the reader and not as an endorsement of their contents.

The information provided by our Patients is not independently verified by Acu-Point Vitality Acupuncture. The views expressed and materials presented represent the personal views of individual Patients and do not represent the opinion of Acu-Point Vitality Acupuncture.

The photographs and testimonials on this web site are not intended to represent the results that every Patient can expect. Due to many different factors, results can vary greatly from Patient to Patient and, as such, results are individual and therefore cannot be guaranteed.

You understand and agree that your use of the Site is at your own sole risk. The Site is provided "as is" and without warranty by us, and, to the maximum extent allowed by



applicable law, we expressly disclaim all warranties, express, or implied including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and any warranty of non-infringement. We do not warrant, guarantee, or make any representations regarding the use or the results of the use of the Site with respect to performance, accuracy, reliability, security capability or otherwise. You will not hold us responsible for any damages that result from you accessing (including any software or systems you use to access) the website service or using the website including, but not limited to, infection by virus, damage to any computer, software or systems or portable devices you use to access the same. No oral or written information or advice given by any person shall create a warranty or a representation from us.

We make no warranty that any particular device or software you use will be compatible with this website. It is your sole responsibility to ensure that your system(s) will function correctly with this Site.

Under no circumstances shall we be liable for any unauthorised use of the website or the Products.

Under no circumstances shall we be liable to you for any direct, indirect, consequential, incidental, or special damages arising out of your use of or inability to use the Site, even if we have been advised of the possibility of such damages. To the extent that in a particular circumstance any disclaimer or limitation on damages or liability set out in this Agreement is prohibited by any law which is applicable, then, instead of the provisions hereof in such particular circumstance, we shall be entitled to the maximum disclaimers and/or limitations on damages and liability available at law or in equity by such applicable law and in no event shall such damages or liability exceed ten pounds (10).

### **Third party rights**

This Agreement is only for the benefit of you and us and no other person can claim a benefit from this agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 which Act shall not apply to this Agreement.

### **Indemnity**

You agree to indemnify and hold harmless Acu-Point Vitality Acupuncture from and against any, and all claims, losses, demands, causes of action and judgments (including solicitors' fees and court costs) arising from or concerning any breach by you of this Agreement and/or these Terms and Conditions or your use of the Site and you agree to reimburse us on demand for any losses, costs, or expenses we incur as a result thereof.

### **Intellectual property rights**

All intellectual property content on the Site including, without limitation trademarks, button icons, logos, graphics and images is owned by us and is protected by Copyright law and your use of them is governed by this Agreement, certain end-user licence agreements, and applicable law.

You will infringe our rights if you copy or reproduce any part of the Site save for:

- 1 a temporary copy of any part of the Site which is automatically made or retained by your browser as you browse the Site; or

- 2 you printing out any pages from the Site as a record of any Products you have purchased from it; or
- 3 you printing out a copy of the Terms and Conditions which we would request you to do; or
- 4 your own personal use provided that:
  - a no documents or related graphics on the Site are modified in any way;
  - b no graphics on the Site are used separately from the corresponding text; and
  - c the Company's copyright and trademark notices and this permission notice appear in all copies.
  - d other than for the above four exceptions you must not copy the intellectual property in question for any purpose.

For the purposes of this Clause "copy" and "copying" shall include non-literal copying as well as the copying of the structure and form of the Site and any elements within it.

In accordance with legislation governing the ownership of literary and artistic rights, or other similar rights, this Site and all the elements, brands, drawings, models, photographs, texts, illustrations, logos, sequences whether animated or not and with or without sound, graphics, etc., to be found in this site, together with their compilation, are the exclusive property of the Acu-Point Vitality Acupuncture, as it does not grant any license or any entitlement other than that of consulting the Site. Any use or reproduction, in whole or in part, of these elements is authorized exclusively for information purposes only for personal and private use, with any reproduction and any use of copies made for other purposes being expressly prohibited. Neither the Site (in whole or in part), nor its content or brands may be used, reproduced, duplicated, sold, resold, made accessible, modified, or exploited in any other way, in whole or in part, for any purpose whatsoever, without prior, written authorisation from Acu-Point Vitality Acupuncture.

Any other use constitutes infringement.

### **Law and legal notices**

This Agreement and any other terms or documents referred to herein represent your entire agreement with us with respect to your contract for the supply of treatments or products and your use of this website. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with the applicable law to reflect, as closely as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. English Law governs our Agreement and your use of the website, and you expressly agree that the English courts shall have exclusive jurisdiction over any claim or dispute between us or relating in any way to your contract with Acu-Point Vitality Acupuncture or your use of this Site.