

## Terms & Conditions

Your use of Our Site, Our App and the Services is subject to these terms and conditions together with any additional terms and policies referred to in them ("Our Terms").

## Introduction

Thank you for choosing TAPP, a great place to book your professional Health and Wellbeing service any time any where.

These terms and conditions of service together with any terms and policies referred to in them (Our Terms) constitute a legally binding agreement between you and TAPP trading name of YourPhysioPlan Ltd ("TAPP", "we", "us" or "our"). YourPhysioPlan is a private limited company registered in England and Wales with company No. 8631415 whose registered office is located at the following address: Burgess Hodgson, 27 New Dover Road, Canterbury, CT1 3DN. TAPP's VAT registration number is GB 216929685.

## USE OF OUR SITE AND OUR APP

Our Terms govern your use of our website ("Our Site") and also our App ("Our App") and the Services. By using Our Site, Our App or the Services, you agree to comply with Our Terms.

Please read Our Terms carefully and thoroughly. If you do not accept Our Terms, you must not make a booking through TAPP for any Professional Service or purchase any Products through TAPP.

## PERSONAL DATA

In order to provide the Services, we may collect personal data from you. Before making a booking or purchase through us, please read our privacy policy.

## CONSUMER TERMS

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 require TAPP to give you certain key information for there to be a legally binding contract between you and us. This information is set out below and is also linked in the email which we will send to you to confirm any booking you make through us with a Professional Services or to confirm any purchase of a Product.

## ELIGIBLE USE

You confirm that you are of legal age to access and use Our Site, Our App and / or the Services and are of legal capacity to agree to Our Terms. You are not eligible to use the Services if you are under the age of 18. Our Terms apply to individuals only; for any corporate bookings or purchases, please contact us at [help@yourphysioplan.co.uk](mailto:help@yourphysioplan.co.uk) or on 0800 019 9904.

## OUR SERVICES

TAPP provides a booking and purchase service (the Services). The Services allow you to book a range of Professional Health and Wellbeing services (Professional Services). In providing the Services, TAPP acts as the agent of the Professional Services. TAPP has no responsibility for any

Professional Services which you book or purchase through us: we are simply involved with the booking and / or purchase process, as well as providing ancillary services.

The Services we offer allow you to search through Our Site and purchase Professional Services from a number of Health and Wellbeing professionals. In enabling you to purchase Professional Services and through Our Site, we are acting as the commercial agent of those Professional Services. As part of the Services, we also provide some ancillary services such as assisting with customer service issues (again in our capacity as agent for the Professional Services).

However, as stated above, the contract for the purchase of the Professional Services is between you and the Professional Services. This means that it is the Professional Services (not us) who is legally responsible for providing the Professional Service to you. However, TAPP remains responsible in respect of its obligations to you in accordance with Our Terms which shall be legally binding. If you have any questions, complaints or requests for refunds, we can be contacted directly at [help@yourphysioplan.co.uk](mailto:help@yourphysioplan.co.uk) or on 0800 019 9904. TAPP will remain the point of contact for you for customer service questions.

TAPP shall, if requested, provide intermediary services between you and a Professional Service in connection with customer service or dispute resolution matters.

## **AGREEMENTS FOR PROFESSIONAL SERVICES AND / OR PRODUCTS**

### **PROFESSIONAL SERVICES**

When booked through us, the Professional Service you receive will be subject to the Professional Services' terms and conditions (Professional Service's Terms). You will be provided with and asked to confirm your acceptance of the Professional Services' Terms when attending your initial appointment. TAPP is not a party to the Professional Services' Terms: these terms will solely be between you and the Professional Services who provides you with your Professional Service.

## **BOOKING PROCESS**

### **BOOKING PROFESSIONAL SERVICES**

You can make a booking through Our App by choosing a Professional Services.

Your payment details will be requested at the time of booking and payment will be collected when you make a booking.

Full payment of the Treatment Fee is due at the time of booking the Professional Service through us.

The Treatment Fee belongs to the Professional Services who provides the Professional Service. TAPP, as the Professional Services's agent, collects or arranges for a third party to collect on our behalf, the Treatment Fee from you. Our receipt of the full Treatment Fee will discharge your debt to the relevant Therapist in respect of that booking.

Once your booking is accepted by the Professional Services, you will receive confirmation of your appointment from us by email.

## **PAYMENT**

All Treatment Fees are payable through Our App. We collect or arrange collection of payment of Treatment Fees on behalf of the Professional Services. In each case, our receipt of your payment as agent for the Professional Services discharges your debt to that Professional Services for the amount paid.

We will do all that we reasonably can to ensure that all of the information you give us when paying for the Professional Service is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on the part of TAPP, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you may give us at any time.

All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via Verified by Visa where applicable.

By making a booking you agree to provide complete, correct and true information including without limitation billing and payment information.

## PRICES

All fees and charges are inclusive of VAT.

## PROFESSIONAL SERVICES

The price of Professional Services (each a "Treatment Price" and collectively "Treatment Prices") varies according to the type and duration of the Professional Service you book and also the location of the premises you have designated for the Professional Service to be provided to you by the Professional Services ("Designated Premises"). Treatment Prices are set from time to time and the Treatment Price you will be required to pay for a specific Professional Service (each a "Treatment Fee" and collectively "Treatment Fees") will be determined by reference to the Treatment Prices in force at the date when that Professional Service is booked.

Treatment Prices are liable to change at any time, but changes will not affect any booking which you have already made.

## YOUR RESPONSIBILITIES

It is your responsibility to provide complete and accurate information at the time of booking. Failure to provide complete and accurate information may result in a rejection of your booking request, cancellation of your booking, an inability of the booked Professional Services to provide the Professional Service as requested. Such failure may also result in loss or incorrect delivery of your booking confirmation.

## CANCELLATIONS AND REFUNDS

### PROFESSIONAL SERVICES

You acknowledge that you do not have any statutory right to cancel a booking made for a Professional Service. However, you have a contractual entitlement to cancel any booking you have made with a Professional Services through us in the following circumstances and on the described terms.

Subject to the cancellation being a Late Cancellation (as described below), if you change your mind about your booking prior to the agreed appointment start time in that booking (“Appointment Time”) then the Professional Services will be willing to treat your booking as cancelled (without requiring payment of all or any part of the applicable Treatment Fee and without levying any cancellation fee) if you cancel your booking via Our App or via the telephone booking service (on 0800 019 9904>):

- at least twenty-four (24) hours prior to the Appointment Time; or
- if the Appointment Time falls within twenty-four (24) hours of the time of booking, within ten (10) minutes of you having confirmed that you want to make a booking (“Grace Period”).

If your cancellation of a booking is:

- within twenty-four (24) hours of the Appointment Time; or
- after the Grace Period has elapsed,

we will be entitled to retain (or charge, as the case may be) one hundred per cent (100%) of the applicable Treatment Fee because your cancellation represents a Late Cancellation.

You will also be charged the full Treatment Fee if you:

- Cancel a booking other than as permitted above;
- Attempt to cancel a booking on or after the Appointment Time; or
- Fail to attend a booking at the Appointment Time and/or at the Designated Premises.

A cancellation fee is charged in order to compensate the Professional Services because it is not reasonable to expect the Professional Services to be able to provide a Professional Service at another booking where you cancel with short or no notice.

Cancellation fees may in our absolute discretion be waived where you have been unable to cancel a booking without incurring the cancellation fee for genuine reasons which were outside of your control. Where cancellation fees are waived by us, we act as agent of the Professional Services who is the principal in supplying the Professional Service.

## TAPP ACTS ONLY AS AN INTRODUCER

The Services enable those seeking Professional Services to book appointments with Professional Service seeking to provide such Professional Services. Whilst TAPP assesses Professional Services who wish to provide Professional Services, we do not guarantee or warrant, and make no representations regarding the reliability, quality or suitability of Professional Services. This is entirely a matter for you. Accordingly, you acknowledge and agree that TAPP does not have any obligation to conduct any background checks on any Professional Services and have no obligation in respect of any service they may provide.

When interacting with any Professional Services you should exercise caution and common sense to protect your personal safety, details and property, just as you would when interacting with other persons who are unknown to you.

## PROMO CODES AND REFERRALS

We may from time to time create and offer promotional codes and referral codes (together “Codes”) that can be redeemed against purchases of Professional Services or Products. Codes will only be valid for a period of time stated on or with them.

Codes do not have any cash value. Codes may:

(1) only be used for personal and non-commercial purposes. You can share your unique code with your personal connections via social media where you are the primary content owner. Codes may not be duplicated, sold, transferred, distributed or made available to others online (including through public sites such as coupon sites) or by other means;

(2) not be promoted in any way including via a search engine;

(3) not be exchanged for cash;

(4) only be used once and only one Code may be used per person; and

(5) may be subject to specific terms which will be made available by us, and must only be used in accordance with those terms.

In addition, from time to time we may issue referral codes to allow you to refer friends and family to the Services, and which may reduce the Treatment Fee and / or Product Fee ("Referral Codes"). Referral Codes will be limited to 25 referrals per user. If you wish to continue using the Referral Code for more than 25 referrals, please email [help@yourphysioplan.co.uk](mailto:help@yourphysioplan.co.uk) and we may (but are not obliged to) extend the use of the relevant Referral Code.

Discounts cannot be used in conjunction with any other offers or discounts.

## PROHIBITED USE

The Services are for your personal and non-commercial use and must only be used for the purposes of inquiring about or making bookings for Professional Services as expressly described above. You must not use Our App or the Services to do any of the following (each of which is strictly prohibited):

- Engage in any inappropriate behaviour including but not limited to illicit or sexually suggestive remarks, sexual advances, drug use, excessive drinking and/or other inappropriate behaviour;
- Restrict or inhibit any other user from using and enjoying the Services;
- Infringe the privacy rights, property rights, or other civil rights of any person;
- Harass, abuse, threaten or otherwise infringe or violate the rights of Professional Services, TAPP (including its employees and personnel) or others;
- Harvest, data-mine or otherwise collect information about others, including email addresses, without their consent;
- Use technology or other means to access our computer network, unauthorised content or non-public spaces;
- Introduce or attempt to introduce any viruses or any other harmful code, files or programs that interrupt or otherwise or limit the Services, Our Site or Our App's functionality, or damage, disable or otherwise impair our servers or networks or attempt to do the same; or
- Engage in or encourage others to engage in criminal or unlawful conduct or breach Our Terms including misuse of the Services for unlawful or unauthorised purposes.

You agree not to breach Our Terms in any way which may result in, among other things, termination or suspension of your access to the Services.

## INTELLECTUAL PROPERTY

TAPP, the TAPP logo, brand and all other intellectual property rights, trademarks, service marks, graphics and logos used in connection with the App or the Services (whether registered or unregistered) belong to us or our licensors (as are applicable) and are protected by intellectual property law. Nothing in Our Terms grants you any rights in the App or Services or the content within the same. All rights are reserved.

## DISCLAIMER

As noted above, we introduce individuals seeking Health and Wellbeing Services to Professional Services seeking to provide such Professional Services. We are not liable or responsible for the fulfilment of any booking or the performance of the Professional Services. You acknowledge and agree that we are not responsible for addressing any claims you have as regards any Professional Services or any Professional Services, however we do try to assist by providing the intermediary services around resolving disputes and complaints as mentioned above.

## OUR SERVICES ARE FOR GENERAL INFORMATION ONLY

Content on Our App which is made available as part of the Services is provided for your general information purposes only. Nothing contained on Our App or communicated any other way as part of the Services constitutes, or is meant to constitute, advice, opinion or guidance of any kind. We are not a health care provider nor do we provide medical advice or medical treatment. References in Our App and elsewhere to “treatment” and “therapy” or any similar terms do not refer to medical treatment or medical therapy. The information presented on Our App and otherwise as part of the Services is not intended to diagnose health problems or to take the place of professional medical care. Should you have a medical issue you should always consult with a qualified medical professional.

## WE CANNOT GUARANTEE OUR APP OR THE SERVICES

We make no warranty or guarantee that Our App or any other aspect of the Services is suitable for your intended use, error-free, timely, reliable, entirely secure, virus-free or available. We make no guarantee of particular results or outcomes by use of Our App or any other aspect of the Services.

Nothing in Our Terms will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit and nothing in Our Terms will exclude or limit our liability in respect of any: death or personal injury caused by the negligence of TAPP, fraud or fraudulent misrepresentation by TAPP, or any matter which it would be illegal or unlawful for TAPP to exclude or limit, or to attempt or purport to exclude or limit, its liability.

We are not liable or responsible for any errors in or failure to provide the Services due to your error or failure to provide accurate and complete information.

Whilst we make every effort to ensure that the Services are available, we do not represent, warrant or guarantee in any way the continued availability at all times or the uninterrupted use by you of the Services. We reserve the right to suspend or cease the operation of all or part of the Services from time to time at our sole discretion.

Use of Our App and the Services is on an “as-is” and “as available” basis. To the maximum extent permitted at law in no event shall we be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, loss of data, lost revenues, loss of goodwill, loss of anticipated saving or profits, or arising out of or in any way connected with the use or performance of the site or services, or with the delay or inability to use the site or services, or with the provision of or failure to provide the site or services.

## **INDEMNITY**

You agree to defend and indemnify us from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, that arise from or relate to your use or misuse of, or access to the Services and otherwise from your violation of Our Terms.

## **MODIFICATION AND TERMINATION**

We may modify Our Terms or terminate use of the Services at any time by giving notice to you. If you do not agree to any changes, you must stop using the Services. We may also change, suspend, terminate or discontinue any aspect of the Services including availability of certain features at any time for any reason.

## **SEVERABILITY**

If any provision of Our Terms is deemed or becomes invalid, the validity of the other provisions shall not be affected.

## **GOVERNING LAW AND JURISDICTION**

You agree that Our Terms for all purposes, shall be governed by and construed in accordance with English and Welsh law. You also agree to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under Our Terms.

Please email [help@yourphysioplan.co.uk](mailto:help@yourphysioplan.co.uk) for any other enquiries.