

Flex Health Hub Direct Debit 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 Health Hub Limited 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 Health Hub Limited does not accept liability for any loss, damage or injury as a result of using Signal Yard/Flex Health Hub or associated facilities.
- 3.2 Flex Health Hub Limited 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3.3 Failure to comply with your conditions of subscription may result in your card and any subscription benefits being withdrawn without any refunds of fees being made.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 Health Hub Limited 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 Health Hub Limited.
- 3.6 You must be aware of and comply with any parking restrictions in the car parks. Parking is at your own risk and Flex Health Hub Limited 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 etiquette which are displayed prominently within Signal Yard/Flex Health Hub. 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 and assistance 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 at the assembly point in the front car park.
- 3.11 If any member shall cause nuisance or annoyance to other members, guests or Hub staff, misuse the Hub facilities, breach any etiquette guidelines, or generally behave inappropriately, Flex Health Hub Limited reserves the right to refuse admission or suspend or terminate the subscription. In particular, abusive language and threatening or violent behaviour will not be tolerated.
- 3.12 All minors attending Signal Yard/Flex Health Hub 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 Hub without express permission.
- 3.13 Please refer any comments or complaints to a member of the Flex Health Hub Limited 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 or exercise 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 Signal Yard/Flex Health Hub 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 sign-up to cancel this subscription for any reason. This is called the cooling-off period. To exercise this right, you must inform us by email using the details provided. If you exercise this right to cancel, we will reimburse fees received from you. If you have used the service before requesting cancellation, we will reduce your subscription fee refund as necessary.
- 4.4 Services included within the subscription which recur annually are only redeemable once six months' worth of subscription has been accrued. If the subscription is terminated before six months of subscription has been accrued, the annually recurring service will only become redeemable once the subscription has been reinstated and a total of six months' subscription has been accrued. Thereafter, any repeat annually recurring service will be redeemable in accordance with the applicable annual cycle, provided the subscription remains active.

Suspension / Freezes – Direct Debit

- 5.1 A temporary 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 confirming that you are unable to make use of the subscription services.
 - Bereavement – we will be sympathetic to requests made following the bereavement of an immediate family member.
- 5.2 The following conditions need to be followed in order for a temporary suspension to be processed:-
 - A minimum suspension of 1 month and a maximum suspension of up to 3 months, requested by emailing info@flexphysiopractice.com.
 - 30 days' written notice.
 - The 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 it and will need to reinstate 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 advising that you have been made redundant.
 - Medical condition – proof will be required in the form of a letter from a medical professional confirming that you are unable to use the facility.
- 5.4 The minimum term for monthly subscriptions is three months. The minimum term for an annual subscription paid in advance is one year. The following conditions need to be followed for a cancellation to be processed:-
 - Cancellations within the commitment period / minimum subscription period can only be processed once proof has been received and will be subject to 30 days' notice in accordance with your Direct Debit date.
 - If you cancel your Direct Debit before the 30-day notice period, you will miss your final payment and go into arrears. The outstanding amount may then be referred for debt collection if it remains unpaid.

- Cancellations outside the commitment period (minimum contract) are subject to a 30-day notice period, which will commence from the next Direct Debit date.
- We require a written request by email to 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 regarding our processing, please contact us at info@flexphysiopractice.com.

Introduction and Purpose

1.1 The EU General Data Protection Regulation took effect from 25 May 2018. This policy demonstrates how Flex Health Hub Limited conforms to the GDPR requirements.

Responsibilities and Duties

2.1 Flex Health Hub Limited collects names, addresses, email addresses, 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 patients. Medical records will be kept for the statutory period and then destroyed. Electronic data is kept securely on password-protected devices.

2.2 Data Controller

Flex Health Hub Limited 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 Flex Health Hub Limited upholds all individuals' 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

Flex Health Hub Limited collects and processes all personal data to enable treatment needs to be met.

3.3 Unauthorised access

Only Flex Health Hub Limited and its associates have 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 Flex Health Hub Limited has separate business email accounts which are password protected.

3.6 Flex Health Hub Limited does not share personal data with third parties without gaining consent.

3.7 Flex Health Hub Limited gains consent for direct marketing.

3.8 This policy will be monitored through audit of signature sheets and by ensuring it forms part of the induction process.

Process

4.1 Any breaches are reported to the Information Commissioner's Office (ICO) within 72 hours unless the data was anonymised or encrypted. Breaches that might cause harm to an individual (for example 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 or write to us at: Flex Health Hub, Unit 5F, Park Square, Milton Park, OX14 4RR.