

Terms and Conditions for the Glenside Sports Injury Clinic

2026/27

IMPORTANT NOTICE:

Please read the full Terms and Conditions before using the website. The website is owned by The Provider and is intended for use by those located in the United Kingdom. Those who access the website are responsible for compliance with applicable laws or regulations. By using the website, You are representing your acceptance of the Terms and Conditions. Please note The Provider may modify the Terms and Conditions from time to time. Your continued use of The Provider's website after any changes to the Terms and Conditions confirms You accept them.

1. Definitions and interpretations

"Booking Form" shall mean the online booking form via The Platform which the Customer has completed;

"Customer or You" shall mean the person who is a customer of The Provider for The Services and to whom the Terms and Conditions apply;

"Data Protection Legislation" shall mean the European Directives 95/46/EC and 2002/58/EC (as amended by Directive 2009/139/EC) and any applicable legislation and/or regulation implementing or made pursuant to them including but not limited to the Data Protection Act 2018, or which amends, replaces, re-enacts or consolidates any of them (including but not limited to the UK General Data Protection Regulation ("UK GDPR") from January 2021 and EU General Data Protection Regulation, ("EU GDPR") to the extent that the parties are subject to it), and including, where applicable, the guidance and codes of practice issued by the supervisory authorities (including the ICO);

"Intellectual Property Rights" shall mean patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill and to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including, without limitation, know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Term" shall mean from the date the Customer completes the Booking Form accepting these Terms and Conditions until the end date of The Services;

"The Contract" shall mean the contract between The Provider and the

Customer for The Services in accordance with these Terms and Conditions;

“The Platform” shall mean the booking website operated by The Platform Provider;

“The Platform Provider” shall mean the company operating the booking website, Cliniko, (under Red Guava Pty Ltd) whose address is PO Box 3023 Rowville, Victoria, 3178, Australia ABN 56 147 311 466;

“The Provider” shall mean University of the West of England, Bristol, a higher education corporation established under the terms of the Education Reform Act 1988 (UKPRN: 10007164) and an exempt charity under the terms of the Charities Act 2011 with its registered address at Frenchay Campus, Coldharbour Lane, Bristol BS16 1QY;

“The Services” shall mean the services provided by the Glenside Sports Injury Clinic which is a student-led sports injury and rehabilitation clinic based at The Provider’s Glenside Campus. The clinic provides assessment, treatment, and rehabilitation for musculoskeletal injuries and conditions. The services provided include injury assessment, massage, exercise rehabilitation, return-to-sport planning, and injury prevention advice. All appointments are carried out by student clinicians under the supervision of qualified clinical supervisors.

2. Basis of contract

2.1 To book an appointment for The Services, The Customer shall submit a Booking Form via The Platform and agree to The Provider Terms and Conditions. Once an appointment has been booked by the Customer, The Platform Provider shall send a booking confirmation to the Customer.

2.2 When The Platform Provider sends a booking appointment confirmation to the Customer at that point and on that date the Contract shall come into existence, and the Contract shall continue until the end of the Term unless the Contract has been terminated in accordance with these Terms and Conditions.

2.3 The Platform Provider acts as a payment and booking agent only and the Contract is solely between The Provider and the Customer.

3. Account registration and user obligations

3.1 Customers must be at least 18 years old and Customers are responsible for ensuring that all providing booking information in the Booking Form including but not limited to dates, names and contact details are accurate.

3.2 Minors aged 16 or 17 may attend the clinic but only where they are accompanied by a parent or legal guardian who attends the clinic appointment with them and remains responsible for them during the clinic appointment. The parent or legal guardian must book the clinic appointment and consent on behalf of the minor, agreeing to these Terms and Conditions. The parent or legal guardian also accepts full responsibility for the minor including conduct, safety, and any costs or damages.

3.3 The information and content on the website, including but not limited to the materials on the website, attract various legal Intellectual Property Rights, and are protected by laws and treaties. The Provider is the owner or the licensee of all Intellectual Property Rights in The Provider's website and in the materials published on it.

3.4 You may not copy, reproduce, recompile, distribute, decompile, disassemble, reverse engineer, distribute, publish, display, perform, modify, upload to create derivative works from, transmit, or in any other way exploit or offer for sale any part of the website. You are permitted to browse this site for non-commercial, informational and personal purposes only.

3.5 The Provider does not guarantee or give any warranty as to the accuracy, timeliness or completeness of any information or material on the website. The Provider has the right to change the content or technical specifications of any aspect of the website at any time at The Provider's sole discretion and such changes may result in You being unable to access the website.

3.6 The website and the content are provided "as is" excluding any warranties of any kind, either express or implied, to the fullest extent permissible pursuant to applicable law. The Provider further accepts no responsibility or liability for functions contained on the website and makes no warranties that the website will operate uninterrupted or error-free or that defects will be corrected.

3.7 The Provider does not warrant that the website is compatible with your computer equipment or that the website or its server is free of errors or viruses and The Provider is not liable for any damage You may suffer as a result of such features. The Provider shall not be held responsible for content provided by third parties. These Terms and Conditions do not affect your statutory rights or your legal rights as a consumer.

3.8 The website may contain links that will allow You to leave the website or allow You to access it from a third-party website. Any linked or third-party sites are not under the control of The Provider, and The Provider has no responsibility or liability for the contents of any such linked sites and any losses or penalties that may incur as a result of following a link. Any concerns regarding the service or resource of any link should therefore be directed to the particular third-party site.

3.9 When You accept these Terms and Conditions You acknowledge and understand that The Provider needs to hold and process personal information for administrative purposes. The Provider will process personal information in accordance with the relevant Data Protection Legislation that applies at the time and The Provider's policies on data protection and data processing.

3.10 The Provider will only share your data with third parties in accordance with The Provider's policy on data protection where the law either requires or allows The Provider to do so where The Provider has your express consent. Your data will be shared with The Platform Provider for the purposes of booking, payment and storing notes for The Services. More detailed information about how and why The Provider processes personal data is available at [Privacy notice - Sports Injury and Sports Massage Clinic.docx](#). Please note this notice will be updated from time to time.

3.11 When You accept these Terms and Conditions You acknowledge and accept that all appointments for The Services are carried out by student clinicians under the supervision of qualified clinical supervisors, and You acknowledge and accept You will be treated by a student.

4. Fees, Payments and Taxes

4.1 In consideration of the clinic services, You shall pay The Provider the fee as detailed on the website and Booking Form (the "Fee") for The Services selected. Payment of the Fee is to be made in full at the time of booking via The Platform.

4.2 All prices quoted by The Provider are in pound sterling (GBP), and are exclusive of VAT. Where VAT is applicable, it shall be charged at the rate prevailing on the date of booking.

4.3 Payment will be made via The Provider's stripe platform which is embedded into The Platform. All bookings will be subject to acceptance of these Terms and Conditions, acceptance of The Platform Provider's separate terms and conditions here, [Cliniko Terms & Conditions](#), and the submission of a completed online Booking Form via The Platform on this link [[Cliniko](#)]. All clinic booking confirmations will be sent via The Platform Provider.

4.4 If a payment fails, the transaction will be rejected meaning The Provider receives no funds. The appointment booking will remain unconfirmed by The Platform Provider until such time as payment of the Fee is received by The Provider.

5. Cancellation, refunds and amendments

5.1 You are required to provide at least 24 hours' notice for a clinic appointment cancellation, and You are solely responsible for cancelling an appointment. You can

cancel an appointment through The Platform via your booking confirmation or by emailing SportsInjuryClinic@UWE.ac.uk.

5.2 You will not be charged unless You fail to show up to the appointment or cancel your appointment within 24 hours of your appointment time, in which case the [Cancellation Policy](#) applies.

5.3 Where 24 hours' notice or more is provided to cancel your appointment, You will be refunded 100% of the Fee. All refund payments will be made via The Platform.

5.4 Where The Provider cancels an appointment You will be refunded 100% of the Fee. All refund payments will be made via The Platform.

6. Liability

6.1 The Provider will be liable to You for any direct loss or damage You suffer if The Provider either fails to carry out obligations under these Terms and Conditions to a reasonable standard; or breach any relevant duties that The Provider owes to You that are imposed on The Provider by law (including if The Provider causes death or personal injury to You by negligence), but not to the extent that such failure is attributable to your own fault or the fault of a third party.

6.2 The Provider does not exclude or limit in any way liability to you where it would be unlawful to do so. The Provider's liability to You in the case of loss or damage other than for death or personal injury or fraud is limited to 150% of the Fee paid by You to The Provider.

6.3 The Provider shall not be liable to You for events outside The Provider's control which The Provider could not have foreseen or prevented even if The Provider had taken reasonable care. Events outside The Provider's control include industrial action, over or under demand from students, staff illness, significant changes to higher education funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious disease or illness. In such circumstances, The Provider reserves the right to change or cancel parts, or all, of The Services.

7. Termination

7.1 The Provider reserves the right to terminate the Contract with immediate effect if:

- 7.1.1 there are no available qualified staff or students, and no suitably qualified replacement or substitute staff or students can with reasonable skill and care deliver The Services to You;

- 7.1.2 your behaviour represents a significant risk to the health, safety or welfare of yourself or others;
- 7.1.3 in The Provider's reasonable opinion, You have failed to provide all relevant information, or have supplied false or misleading information, relating to your clinic appointment;
- 7.1.4 your attendance at the clinic puts The Provider in breach of any legal obligations to comply with legal requirements;
- 7.1.5 You break the Contract in any material way, and, where that situation is capable of being corrected, you do not correct it within 14 days of The Provider asking you to do so.

7.2 The Provider will not terminate the Contract without good cause and consultation with You.

7.3 If The Provider terminates the Contract as in condition 7.1.1 You will be refunded 100% of the Fee. In the event of conditions 7.1.2 to 7.1.5 occurring, the amount charged by The Provider for The Services will be determined based on the date of termination by The Provider at The Provider's discretion with consideration of consumer law rights and shall not exceed the Fee.

7.4 You may terminate the Contract with immediate effect if:

- 7.4.1 for any reason within 14 days of the Contract being made;
- 7.4.2 The Provider fails to provide The Services with reasonable care and skill;
- 7.4.3 The Provider fails to deliver The Services.

7.5. In the event of conditions 7.4.1 to 7.4.3 occurring, You will be refunded 100% of the Fee.

7.6 You are required to notify The Provider, in writing, if you decide to terminate to: General Counsel, University of the West of England, Bristol, Coldharbour Lane, Bristol BS16 1QY with a carbon copy being sent to VCOExecsupport@UWE.ac.uk.

8. Dispute resolution and governing law and jurisdiction

8.1 The Complaints policy [Complaints Policy .docx](#) applies if You wish to make a complaint about the Services provided by The Provider. If You wish to raise a complaint, please refer to the Complaints policy [Complaints Policy .docx](#). If You are not satisfied after completing all stages of the Complaints policy, You can make a complaint to the Office of the Independent Adjudicator (the "OIA") and further information is given in the Complaints policy. Full details of how the OIA works can be found here: www.oiahe.org.uk.

8.2 These Terms and Conditions shall be governed, construed, and enforced in accordance with the laws of England and Wales, without regard to its conflict of law rules. The English and Welsh Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with these Terms and Conditions.