



**TERMS & CONDITIONS OF THE TUNING ROOM, TRADING UNDER THE TUNING ROOM LTD, & THE TUNING ROOM PERSONAL COACHING LTD, REGISTERED IN ENGLAND & WALES COMPANY NUMBERS 12952730 & 13562178 RESPECTIVELY.**

**TERMS OF ENGAGEMENT**

**1<sup>st</sup> APRIL 2023**

These terms will govern our contract of care with you and will be reviewed from the 1<sup>st</sup> of APRIL each year. If there are any points that you do not understand or wish to discuss further, please ask for an explanation.

**1. SERVICES OFFERED, TERMS OF ACCEPTANCE**

When a person seeks chiropractic healthcare and we accept a patient for care, it is imperative for both to be working for the same objective, which will be determined before the commencement of care. Chiropractic has only one goal. It is vital that each patient understands both the objective and the method that will be used to obtain it. This will prevent any confusion or disappointment.

HEALTH: The state of optimal physical, mental, and social well-being, not merely the absence of disease and infirmity.

ADJUSTMENT: To bring together the optimum balance the mind and body. The adjustment is the specific application of force to facilitate the body's correction of vertebral and joint dysfunction. Our chiropractic method of correction is by specific adjustments of the spine and joints to affect the nervous system.

ENTUNEMENT: To add into, intensify, or harmonise the nervous system to facilitate the expression of innate and universal intelligences to bring about coherence and flow state within any human being and the community.

SOFT TISSUE CALIBRATION: The examination, palpation and measurement of the soft tissues of the human frame and application of compressive, decompressive, stretching and/or activation of these tissues. Methods such as weight training, stretching soft tissue compression or decompression may take place with technique including but not limited to cupping, massage, Myofascial release and trigger point therapy, acupuncture, personal training, breathwork, yoga, Pilates, Kinesio taping, percussion and sound therapy.

VERTEBRAL DYSFUNCTION: a restriction, compression, rotation, or postural deviation of one or more of the 24 vertebra in the spinal column which causes the alteration of nerve function and interference to the transmission of mental impulses, resulting in a lessening of the body's innate ability to express its maximum health potential.

**We do not offer to diagnose or treat any disease.** We only offer to diagnose either vertebral dysfunction or neuromusculoskeletal conditions. However, if during the course of chiropractic spinal examination, we encounter non-chiropractic or unusual findings, we will advise you. If you desire advice, diagnoses, or treatment for those findings, we will recommend that you seek the services of another healthcare provider. Regardless of what the disease is called, we do not offer to treat it, nor do we offer advice regarding treatment prescribed by others. OUR ONLY PRACTISE OBJECTIVE is to eliminate major interference to the expression of the body's homeostasis.

**2. SERVICES OFFERED, INFORMED CONSENT FOR CHIROPRACTIC SERVICES, TREATMENT AND CARE**

By signing the disclosure on the consultation form you consent and request to the performance of chiropractic adjustments and other chiropractic procedures including various modes of manual therapy, (TO INCLUDE but not limited to cupping therapy, massage therapy, kinesio-taping, rock blade therapy, Myofascial release and trigger point therapy, acupuncture, personal training, breathwork, yoga, Pilates, Kinesio taping, percussion therapy, sound therapy, cross friction, chiropractic network, Cranial Fascial Release and others) on me (or on the patient named on the consultation form, for whom I am legally responsible) by the practitioner affiliated with The Tuning Room. The nature of the chiropractic adjustment: Your Practitioner may use his/her hands or a device to manipulate the area being treated. You may feel or hear a "click" or "pop" sensation and you may feel movement. Chiropractic treatment may also include activity advice, exercise, hot or cold packs, vibration, or other types of therapy. Your Practitioner will recommend treatment that is deemed most appropriate for you.



Possible risks: Chiropractic manipulation of the spine by a qualified practitioner has been proven through scientific research to be the safest, most cost-effective with most successful short term and long-term outcomes for low back pain above any other modality. Some patients may experience slight pain in the area of manipulation or therapy, possibly due to minor strain of the muscle, tendon or ligament, or the expected resultant inflammatory response. There is to be an expected 72 inflammatory response after treatment, and with cupping therapy the bruising may last up to 7 days. There has been a proposed causal link between chiropractic upper cervical adjustments and stroke. The research states the risk is so low that the Canadian Medical Association Journal places the risk at 1 in 5.85 million. The link is likely due to patients with headache and neck pain from vertebral artery dissection seeking care before their stroke. There is no evidence of excess risk of VBA associated with chiropractic care compared to primary care, Cassidy et al, (2009).

I understand that, in the practice of chiropractic care there are some risks to treatment, I do not expect the practitioner to be able to anticipate and explain all the risks and complications. I wish to rely on the Practitioner to exercise judgement during the course of the procedure which they feel at the time, based on the facts then known, to be in my best interests.

For purposes of online courses or live courses of adjunctive services such as yoga, fitness classes, swimming clinics, running workshops or other sports orientated or physical classes; I understand the potential risks and participate willingly and under the assumption that I am responsible for any injury. To minimise the risk all classes will be chiropractic led – meaning they are written but not necessarily delivered by the principal practitioner. To further minimise risks all live classes will be premeditated by a mandatory chiropractic consultation.

By signing the consent to treatment paraphrase in the new patient consultation form I have had the opportunity to read these terms and conditions. I intend this consent to cover the entire course of treatment.

### 3. PAYMENTS

Cost rates consider the many overheads in providing the service such as: staff costs, secretarial support, rent, telephones, postage, technology expenses and so on, unless separate costs are quoted in addition.

You will be notified at the outset of the cost rates and of any subsequent alterations to the rates as they are reviewed from time to time.

As of 1<sup>st</sup> April 2023, the standard fees are outlined below:

- Chiropractic Adjustments or Entunements £50
- Soft Tissue Calibration £50
- Chiropractic & ST Calibration Combo £100
- Cranial Fascial Release £100
- Float Tank £60
- Infra-Red Sauna £30
- Cold Plunge £20
- Group Classes £10/class

#### PACKAGE PLANS:

Package care plans are available for long-term cost effectiveness. Please refer to our IN-HOUSE price list for package prices. Please note packages are for individual use only and commence from the start date of the first appointment and end on the last day of the agreed time period. Packages are inclusive of the agreed total number of appointments in the agreed time period ONLY. No charge for any additional appointments deemed required by the practitioner during the agreed time period. If for any reason you decide to cease care, the unused portion of money will be returned. The refund will reflect the price you originally paid less the value of services you have received to date at standard rate. Our Guarantee: If for any reason you are not completely satisfied with our level of service during the first 2 weeks of your package care plan, all monies will be refunded. If you have committed to the care plan with 100% adherence to our guidance and you are unhappy with your outcomes, then all monies will be refunded. All refunds of any service offered or purchased are subject to a 10% transaction and handling admin fee. If you do not use the credit on your package, after 12 months from the start date of the package this credit will become unusable.

#### MONTHLY MEMBERSHIPS



Please refer to our IN-HOUSE price list for MONTHLY direct debit prices. Please note direct debits are for individual use only and commence from the start date of the agreement made in house. Please note that monthly direct debits cannot be stored as credit and used at a future date. It is vital to communicate that when you sign up for a monthly membership, you are committing to monthly direct debit that cannot be credit banked if not used within that given month. You can cancel your direct debit at any time, which is your responsibility. If you simply forget to cancel your direct debit, and request a refund for services unused, we do not offer refunds and you use any debited money for other services later. You may cancel your direct debit monthly membership at ANY GIVEN time and you shall cease payments from that moment on.

#### 4. PROPERTY RIGHTS

All of our generated documents, electronic files and information remain the under the copyright of The Tuning Room and can only be reproduced by our clients with formal agreement from us, for use of that company and not for re-sale or transfer to other companies. The Tuning Room reserves the right to remain the identified author of any such materials produced, even if supplied to the client under contract. Documents supplied or quoted for, do not include an electronic or disk copy. Such copies could possibly be supplied and in such cases an additional fee would be charged.

#### 5. DISCLAIMER

We cannot accept responsibility for any loss or damage to property or for any other consequences due to a Force Majeure. Your statutory rights are unaffected. Where delivery of our services is delayed or prevented as a result of vehicle traffic congestion, motorway queues, illness, etc then we cannot accept responsibility and will attempt to provide that service at an alternative time on agreeance but cannot guarantee this. In the event of cancellation of our services, we agree to a refund subject to a 10% transaction and handling fee.

#### 6. TERMINATION OF CONTRACT

A breach of any of the above conditions may render the contract void or voidable. Completion or where otherwise agreed between the parties in writing will discharge further obligation. We reserve the right to amend the terms and conditions where and when necessary. Any amendments will be agreed prior to change, in writing and with reasonable notice.

#### 7. BOOKING APPOINTMENT POLICY

All bookings are taken with the mutual agreement that we reserve an allocated time slot, with the practitioner requested, and specifically for whoever the appointment is made for. Once booked, we expect that you honour and fulfil that agreement.

In the event that you are not able to fulfil the booking as agreed, for whatever reason, we require **at least 24 working hours'** notice to transfer your booking to another appointment in the future.

Any unfulfilled appointments without 24 hours' notice will be chargeable **in full**. This charge will either be:

- Deducted from your account credit (if prepaid or on a care plan)
- Deducted from your stripe account card details (These are stored securely on your file if you previously booked online).
- Noted as outstanding on your account for future reconciliation, on attendance of your next appointment.

Please note we do not operate our clinic phone on Saturday afternoons or Sundays. You are welcome to cancel or reschedule your appointment online via your email link booking during these hours. All email reminders for Monday will be sent out via email on the preceding Friday 72 hours before your appointment.

At the time of booking routine appointments, you will be notified of this policy in a verbal manner by our team, and it will be attached on the bottom of all confirmation emails. We will also display these updated terms in the clinic.

Our commitment to you is that we endeavour to honour your booking time slot with the specified practitioner, where at all reasonably possible. In the event of practitioner absence, for whatever reason, you will be offered



an alternative practitioner to fulfil the same time slot as agreed, as to not disrupt your care plan, as far as reasonably possible. If you wish to remain with the same practitioner, we will offer you the next available slot with that requested practitioner in the future.

## 8. DIRECT DEBITS

Direct Debit payments are to be set up on a designated day of the month – the day is to be agreed during the set up of the Direct debit, which will be done in person in office with a member of the front desk team present. Setting up a direct debit is a membership, to be used for the number of appointments per month as agreed. All funds transacted as direct debit payments are to be used within that given month. No credit accumulated via direct debit payments can be stored, refunded, or transferred to another month, nor can it be transferred to another person's account.

**Cancelling Direct debits:** You are welcome to cancel your direct debit at any time, without charge. If this is done with 3 business working days' notice to your bank before the next scheduled payment, your bank will not be debited. The responsibility of cancelling the direct debit lies with the practice member and their personal communication with their bank. We cannot take responsibility for uncanceled direct debits.

## 9. PERSONAL INJURY

We cannot accept responsibility for any personal injury suffered whilst on premises for any reason, including but not limited to slips, trips, falls, animals, children, water hazards, machinery or equipment malfunction, or electrical hazards. We shall put in place risk assessments and safety evaluations for all parts of our premises which can be read at leisure upon request. Reasonable judgement and discussions will be taken place to allay any concerns that one may have about safety within the premises.