



Ascenti website terms of use

These terms and conditions (“**Website Terms**”) apply to any access or use of the website www.ascenti.co.uk (the “**Website**”) including when you use any services provided through the Website save as expressly stated otherwise. Please read these Website Terms carefully before using the Website. Accessing and using the Website indicates that you have read, understood and accepted these Website Terms. If you do not accept these Website Terms, please do not use the Website.

1. **Definitions**

In the context of these Website Terms, the following words shall have the following meanings:

“**Ascenti**”, “**we**” or “**us**” means Ascenti Health Limited and/or Ascenti Physio Limited;

“**Ascenti Content**” means all of the information, data, text, graphics, links, computer code, software or other content published, contained or available on the Website which is created by Ascenti excluding Medical Content and Third Party Content;

“**Ascenti Patient Terms and Conditions**” means our terms and conditions on which we supply services to you available at <https://www.ascenti.co.uk/terms-conditions>;

“**Medical Content**” means any information, opinions or views made available by us on the Website provided by health professionals about health and medical issues;

“**Privacy Policy**” means our privacy policy available at <https://www.ascenti.co.uk/privacy>;

“**Third Party Content**” means any other information or material created by third parties made available by us on the Website excluding Medical Content and Ascenti Content;

“**User**” or “**you**” means the individual or organisation accessing or using this Website;

“**Website**” means the website at the domain www.ascenti.co.uk and any website under the ownership or control of Ascenti from which a link has been created to these Website Terms;

“**Website Content**” means the Ascenti Content, Medical Content and Third Party Content published, contained or available on the Website;

“**Website Services**” means any of our services provided through the Website (including relating to the Patient Portal, Instruction Form or Downloads).

2. **Application**

2.1 These Website Terms apply to the Website and Website Content.

2.2 The Website is owned and operated by Ascenti.

- 2.3 These Website Terms, together with our Privacy Policy shall constitute an agreement between you and us and shall set out the conditions upon which you may access the Website Content available on the Website.
- 2.4 These Website Terms apply at any point at which you are using the Website or any of our Website Services. Please note that the provision of physiotherapy services for private paying customers and customers where treatment is being funded by third parties (such as private medical insurance or your employer) is governed by further terms as set out in our Ascenti Patient Terms and Conditions.
- 2.5 We reserve the right to change these Website Terms and/or the Privacy Policy at any time and to notify you by posting an updated version of these Website Terms and/or our Privacy Policy on the Website, at which point they will become immediately effective.
- 2.6 Your continued use of the Website after any changes referred to in clause 2.5 above shall constitute your consent to such changes.

3. **Access to the Website**

- 3.1 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair, or for reasons beyond our control.
- 3.2 We reserve the right to, without notice, withdraw the availability of the Website or any of the Website Content or our Website Services.
- 3.3 We cannot guarantee uninterrupted and/or reliable access to the Website and we make no guarantees whatsoever as to its operation, functionality or otherwise.

4. **Permitted use of the Website**

- 4.1 You are allowed to view, download and print out Website Content from the Website for personal use only in accordance with these Website Terms. All other copying whether electronic, hard copy or other format is prohibited and all other rights are reserved.
- 4.2 You shall only use the Website in a manner that is consistent with these Website Terms and in such a way as to comply with all applicable laws and regulations and, in particular, you shall not, nor attempt to:
- 4.2.1 seek unauthorised access to our network or computer system;
- 4.2.2 insert or knowingly or recklessly transmit or distribute a virus into our network and computer systems; and/or
- 4.2.3 assist, encourage or permit any other person to do any of the things described in paragraphs 4.2.1 or 4.2.2 above.

- 4.3 You may not create a link to the Website from another website or document(s) without obtaining our prior written consent.

5. **Privacy & Cookies**

5.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

5.2 For information about the cookies used by the Website, please consult our Privacy Policy.

6. **Intellectual property rights**

6.1 All copyright and all other intellectual property rights existing in the Website, the Ascenti Content, Medical Content and Website Services (including, but not limited to, all design, text, graphics and the selection or arrangement thereof) are and remain our property. Please note that the Third Party Content is also protected by copyright laws and treaties around the world and all such rights are reserved. Unauthorised use of any of the Website Content including reproduction, storage, modification, distribution or republication without the prior written consent of Ascenti or, where applicable, the respective copyright owner(s), is prohibited.

6.2 The expression 'copyright' shall include the entire copyright, design right, rental right, right to authorise or prohibit lending and data right subsisting now or created at any time.

7. **Links to third-party websites**

7.1 The Website may contain links to websites owned and operated by third parties. We make no representations or warranties as to the accuracy or completeness of any of the information appearing on such linked websites or as to the suitability or quality of any of their products or services.

7.2 The links to third party websites are provided for your information and convenience only and are not an endorsement by us of the content of such linked websites.

7.3 We accept no liability for any damage or loss, howsoever caused, in connection with the use of or reliance on any information, content, material, products or services contained or accessed through any such linked website.

7.4 If you decide to link to any third party website and make use of any information contained on them and/or enter into any contract for the supply of goods or services from such third party, you do so entirely at your own risk.

7.5 You are responsible for checking the terms and conditions of any third party websites that you may visit.

8. **Medical Content**

The Medical Content on this Website is provided as a general guide only and is not intended to be construed or interpreted as medical or other professional advice. Such information and opinions should not, therefore, be relied upon or treated as a substitute for specific advice relevant to particular circumstances. Any specific medical advice should be sought from a GP or other relevant medical expert/health professional.

9. **Liability**

- 9.1 While we endeavour to ensure that the Website Content is accurate, complete and up-to-date, we make no representations or warranties, whether express or implied, as to the accuracy, completeness or fitness for purpose of such information.
- 9.2 We make no representations or warranties, whether express or implied, that the Website, Website Content or any software of any nature available on, downloaded or otherwise obtained from the Website, will be free from defects or viruses.
- 9.3 Save as set out in the Ascenti Patient Terms and Conditions where you are a patient receiving treatment from us, we exclude any liability whatsoever arising from the use of the Website, to the fullest extent permitted by law. We shall not be liable for any loss or damage whatsoever and howsoever incurred including but not limited to any direct, consequential or indirect loss or damage, or any loss or damage to goodwill or profits or any anticipated loss of savings incurred by you, or loss of data or loss of business opportunity, or economic loss whether arising in tort, contract, equity or otherwise and arising out of, in relation to, or in connection with your access to, use of, or inability to use the Website. We do not exclude our liability (if any) to you for personal injury or death resulting from our negligence, fraud or for any matter which it would be illegal to exclude or to attempt to exclude.

10. **General**

- 10.1 The failure by us to insist on any occasion upon performance of these Website Terms shall not thereby act as a waiver of such a breach or an acceptance of any variation of these Website Terms.
- 10.2 A person who is not a party to these Website Terms may not enforce any of its terms or conditions under the Contracts (Rights of Third Parties) Act 1999.
- 10.3 Any dispute or claim arising out of or in connection with these Website Terms or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law; and any such dispute or claim (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales, unless you are resident in Scotland in which case you or us can bring a claim in the courts of Scotland or if you if you are a resident in Northern Ireland, you or us can bring a claim in the courts of Northern Ireland.