

Terms of Service and Privacy Policy

Lincoln Sports Massage • 2 Valley Road, Waddington, Lincoln LN5 9BE •
contact@lincolnsportsmassage.co.uk • www.lincolnsportsmassage.co.uk • Version 1.0, 27 August 2026

This document has two parts. **Part A** sets out the terms on which we provide treatments to you. **Part B** explains how we collect, use and protect your personal information, including your health information, as required by UK data protection law. Both parts apply to every appointment you book with us.

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PART A — Terms and Conditions

1. About us and these terms

These terms apply to all treatments provided by Lincoln Sports Massage, of 2 Valley Road, Waddington, Lincoln LN5 9BE (“we”, “us”, “our”). You can contact us at contact@lincolnsportsmassage.co.uk. Lincoln Sports Massage is also the data controller responsible for the personal information described in Part B.

By booking an appointment you agree to these terms. Please read them carefully, particularly section 8 on cancellations, late arrival and missed appointments. Nothing in these terms removes or reduces your legal rights as a consumer.

2. Our services

We provide sports massage, deep tissue massage, cupping therapy and kinesiology taping, at our Lincoln clinic or at your home. Appointments are available in 45, 60 and 90 minute durations. We treat clients aged 12 and over. Current prices are published at www.lincolnsportsmassage.co.uk and are confirmed to you at the time of booking.

3. Booking your appointment

We confirm appointments by text message, WhatsApp or Facebook Messenger, depending on how you contacted us. Your appointment is only secured once you have paid a deposit, as set out in section 7. Until then the time is not held for you. Once secured, your appointment is reserved exclusively for you and cannot be transferred to another person without our agreement.

4. Health screening, consent and suitability

- Before your first treatment you must complete our consultation form and give us full and accurate information about your health, injuries, medication, allergies and any medical conditions, including pregnancy.
- You must tell us before each appointment if anything about your health has changed.
- We may decline, modify or stop a treatment if we believe it would not be safe or appropriate. Where we do this after you arrive, or after we have travelled to you, we may charge for the time reserved.
- Our treatments are not a medical diagnosis and are not a substitute for advice or treatment from your GP or another qualified healthcare professional. If you have an undiagnosed or worsening problem, please seek medical advice.
- We may ask for written confirmation from your GP before treating certain conditions.

5. Clients aged under 18

- We treat clients from the age of 12. We do not treat children under 12.
- A parent or legal guardian must give written consent before the first appointment.

- A parent or guardian must be present in the room for the whole of every appointment for any client under 18, whether at our clinic or at home.
- Our therapists are DBS checked.
- The parent or guardian who books the appointment is responsible for paying the fee and is bound by these terms.

6. Home and mobile appointments

- For home appointments you must provide a clean, private, well-lit room with enough space for our treatment couch, and reasonable parking or access nearby.
- Where a home appointment is for a client under 18, a parent or guardian must be present throughout.
- Our therapist may decline to carry out a home appointment if the environment is not safe, private or suitable. Where this happens the full fee remains payable.
- We travel up to 12 miles from Lincoln. Where an appointment falls outside this area we will tell you before you book and confirm any travel charge that applies.
- If our therapist attends at the agreed time and cannot gain access, the appointment is treated as a missed appointment under section 8.

7. Fees, block bookings and payment

- The price of your treatment is the price quoted at the time of booking.
- To secure your appointment we ask for a deposit of at least 50% of the treatment fee, paid in advance by bank transfer. **Your appointment is not secured until the deposit has been received.**
- We will hold the time for you while you arrange payment. If your deposit has not reached us within 24 hours of us sending you our payment details, we may release the appointment to another client.
- The remaining balance is due at the end of your appointment, by cash or bank transfer, and must reach our account by the end of the same day. You are welcome to pay the full fee in advance instead if you prefer.
- Block bookings of four sessions are paid for in full at the time of booking and attract a 10% discount. Sessions must be used within 12 months of purchase. If you decide not to use the remaining sessions, we will refund them, charging the sessions you have already taken at our standard non-discounted price.
- If a balance is not paid on time we will send you a reminder. If it remains unpaid after 7 days we may decline further bookings and recover our reasonable costs of obtaining payment.
- We may ask for the full fee in advance, rather than a deposit, from any client who has previously missed an appointment or paid late.

8. Cancellations, late arrival and missed appointments

Your appointment time is reserved exclusively for you and, where it is a home visit, our therapist travels to you. When an appointment is not used, that time cannot usually be filled at short notice. Your deposit is what protects that time, and the following applies:

Situation	What happens
You cancel or reschedule before the day of your appointment	No charge. Your deposit moves across to your new appointment, or is refunded in full if you would rather not rebook.
You cancel or reschedule on the day of your appointment	We keep your deposit. It covers the treatment time we are no longer able to fill, and nothing further is owed.
You do not attend, or we cannot gain access to your home, and you have not told us (a no-show)	The full fee is payable. We keep your deposit and the remaining balance falls due.
You arrive late , or are not ready when our therapist arrives	Your appointment will still end at its scheduled finish time so the next client is not delayed. The full fee remains payable for the treatment booked.
You are more than 15 minutes late	We may be unable to treat you at all. Where that happens the appointment is treated as a no-show and the full fee is payable.
We cancel or cannot treat you	You will be offered the next available appointment, or a full refund of your deposit and anything else you have paid.

- Block bookings are paid for in full at the outset, so no separate deposit is taken. A cancellation on the day or a no-show uses up one session of the block.

- We may return your deposit at our discretion, for example in cases of genuine illness, bereavement or emergency. Please tell us as soon as you can.
- Any balance payable under this section is due within one week of the missed appointment.
- If you miss appointments repeatedly we may ask for payment in advance before booking you again, or decline further bookings.

9. Your legal right to cancel a distance booking

Where you book by phone, email, text, WhatsApp, Messenger, our website enquiry form or social media, you have a 14-day right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If you book an appointment that falls within that 14-day period, you are expressly asking us to begin the service during the cancellation period. Once your treatment has been fully carried out, the 14-day right to cancel is lost. If you cancel before treatment, you may still be charged under section 8 for the appointment slot itself.

10. The standard of our service

We will carry out your treatment with reasonable care and skill, as required by the Consumer Rights Act 2015. Our therapists are qualified and hold professional indemnity insurance with their respective industry providers. If you are unhappy with your treatment, please tell us as soon as possible so we can put it right.

11. What to expect from treatment

Sports massage, deep tissue massage and cupping can cause temporary after-effects including soreness, tenderness, tiredness and, in the case of cupping, circular marks on the skin that typically fade within a few days. Individual results vary and we cannot guarantee a particular outcome, a specific level of improvement, or a timescale for recovery. Please follow any aftercare advice we give you.

12. Conduct and safety

- You will be appropriately covered throughout your treatment and only the area being worked on will be uncovered. You may ask us to stop or adjust the treatment at any time.
- We do not tolerate abusive, threatening, discriminatory or sexually inappropriate behaviour of any kind. Where it occurs we will end the appointment immediately, the full fee will remain payable, we will refuse any future booking, and we will report the matter to the police where appropriate.
- We may refuse to treat anyone who appears to be under the influence of alcohol or drugs. The full fee will remain payable.

13. Our liability to you

We do not exclude or limit our liability for death or personal injury caused by our negligence, for fraud, or for anything else that cannot be excluded under English law. We are not responsible for any harm caused by your failure to give us accurate or complete health information, or by your failure to follow aftercare advice. We are not liable for personal belongings brought to our clinic. Nothing in these terms affects your statutory rights.

14. Complaints, changes and governing law

If you wish to complain, please email us at contact@lincolnsportsmassage.co.uk and we will respond within seven days. We may change these terms from time to time; the version that applies to your appointment is the one in force when you booked. These terms are governed by the law of England and Wales, and the courts of England and Wales have jurisdiction.

PART B — Privacy Policy

15. The information we collect

- **Identity and contact details** — your name, date of birth, address, phone number, email address and, where relevant, an emergency contact.
- **Health information** — your medical history, injuries, symptoms, medication, activity levels, treatment notes and consultation forms. This is “special category” data and we treat it with extra care.
- **Information about a child** — where we treat a client aged 12 to 17, the name and contact details of their parent or guardian and their written consent.
- **Appointment and payment records** — dates, treatments provided, location of the appointment, fees, deposits and balances paid, and payment details such as a bank transfer reference or a record of cash paid. We do not store card numbers.

- **Enquiries and correspondence** — messages you send us through our website enquiry form, or by email, text, WhatsApp, Messenger, phone or social media.
- **Website information** — we use cookies to improve the experience of our website for our customers.

16. Why we use your information, and our lawful basis

Purpose	Lawful basis under UK GDPR
Arranging, confirming and delivering your appointments, including travelling to your home	Article 6(1)(b) — performance of our contract with you
Screening for contraindications, deciding whether treatment is safe, and keeping treatment notes	Article 6(1)(b) contract, and Article 9(2)(h) — provision of health care and treatment, as permitted by Schedule 1, Part 1, paragraph 2 of the Data Protection Act 2018. Our records are kept under a duty of confidentiality.
Sending appointment reminders on or before the day of your appointment	Article 6(1)(f) — our legitimate interest in reducing missed appointments. These are service messages, not marketing.
Taking deposits and payments, issuing receipts and following up unpaid balances	Article 6(1)(b) contract and Article 6(1)(f) legitimate interests
Keeping accounting and tax records	Article 6(1)(c) — legal obligation
Handling complaints, insurance matters and legal claims	Article 6(1)(f) legitimate interests, and Article 9(2)(f) where health data is involved
Sending you marketing about our services	Article 6(1)(a) — your consent, or the “soft opt-in” under PECR where you are an existing client

17. Appointment reminders and marketing

We send appointment reminders because a missed appointment costs a treatment slot another client could have used. You can ask us to stop sending reminders at any time, though you remain responsible for attending your booked appointment.

We will only send you marketing where you have agreed, or where you are an existing client and we are telling you about similar treatments. Every marketing message includes a way to opt out. Opting out does not affect your treatment.

18. Who we share your information with

We never sell your information. We share it only where necessary, with:

- the providers of our customer records system and our payment processing, both of which are GDPR compliant;
- our accountant or bookkeeper, for financial records;
- our insurer, professional body or legal advisers, if there is a complaint, incident or claim;
- your GP, physiotherapist or another healthcare professional — only with your specific consent, except in a genuine emergency where there is a risk to life;
- the police or other authorities where we are legally required to disclose information, or where there is a serious safeguarding concern.

19. Storing your information

Your records are accessible only by the therapist you book your appointment with. Paper records are kept locked away and electronic records are password protected. Records taken at a home appointment are transferred to secure storage as soon as reasonably possible. We do not transfer your information outside the United Kingdom.

20. How long we keep your information

Record	Retention period
Treatment and consultation records — adult clients	8 years from the date of your last treatment
Treatment and consultation records — clients under 18	Until the client's 25th birthday, or their 26th birthday if they were 17 at the time of treatment
Financial and payment records	6 years from the end of the relevant tax year (HMRC requirement)
Enquiries that do not lead to an appointment	12 months

Record	Retention period
Marketing consents and opt-outs	Until consent is withdrawn; opt-outs are kept so we do not contact you again

21. Your rights

You have the right to ask us for a copy of the information we hold about you, to have inaccurate information corrected, to ask us to delete it, to restrict or object to how we use it, to receive it in a portable format, and to withdraw your consent where we rely on it. We will respond within one month and there is normally no charge. We may not be able to delete your treatment records immediately, because we are required to retain them for the periods above for insurance and legal reasons.

22. Complaints about your information

If you are unhappy with how we have handled your information, please email us at contact@lincolnsportsmassage.co.uk so we can put it right. You also have the right to complain to the Information Commissioner's Office at ico.org.uk, by calling 0303 123 1113, or by writing to Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.