

Terms and Conditions

Below are the terms and conditions on which we, Elite Physiotherapy, provide physiotherapy services (the 'Services'). The exact Services we will provide to you will depend on what we agree and what is the result of the Initial Assessment (see paragraph 1 below). Before you agree that we will provide Services to you and/or carry out the Initial Assessment, please read the terms and conditions. If you have questions concerning them please ask before beginning treatment with us.

➤ Initial Assessment

Before we provide any Services, we shall perform an initial assessment of your needs and requirements ('Initial Assessment'). An Initial Assessment consists of:

- Your discussion of your needs with us;
- An evaluation of your needs;
- A full objective examination of your problem, which will involve following our reasonable instructions as set out below; and
- Developing a programme of recommended action to address your needs and requirements.

An Initial Assessment takes approximately 45 minutes and will involve talking about your past medical history and issues relating to your condition. We will also require consent (usually verbal) for treatment and release of information.

➤ Result

Please note that after the Initial Assessment has been carried out, we may decide that we cannot provide any Services if, for example, treatment for the condition may not be suitable or appropriate.

➤ Performance of the Services Initial Assessment

We will normally provide you with the Services only after an Initial Assessment has been carried out. If there is a significant period between an Initial Assessment and us providing the Services, we may ask you to undergo another Initial Assessment.

➤ Outcomes

It is not possible that any particular result or outcome can be guaranteed as a result of us providing the Services. Our aim is to provide the Services using reasonable care and skill. Some patient's conditions may take longer than others to treat and we will regularly reassess the treatment plan.

➤ Sessions

If we have not agreed the number of sessions to be provided, we shall provide sessions on a session-by-session basis. We will agree the date and time of the first session and any subsequent sessions by telephone, in person, by e-mail or text message.



➤ **Your rights and responsibilities**

Following our reasonable instructions

In order for us to provide proper treatment, we will give reasonable instructions, which you should follow. This will include, for example, removing some items of clothing for many conditions to be treated.

➤ **Assignments**

We may set you assignments e.g. rehab programmes/home exercise plans to be completed between sessions. You are not obliged to complete these assignments; but if you do not complete them, your progress in achieving the desired outcomes may be impacted.

➤ **Stopping a Session**

We may stop a session at any time and not continue it if we consider that you are not following our reasonable instructions. If this happens, you will still be liable (at our discretion) to pay the fee for that session.

➤ **Costs of sessions and payment Fees**

Our fees for each session are as confirmed by us to you. You are personally liable to pay all of our fees and any surcharges incurred, such as any cancellation fees. We are happy to accept you as a client if you are arranging to pay through a third party, such as private medical insurance or club, however it is your responsibility to check with that third party whether you have to pay any excess and how much treatment they will pay for, as you will be liable for any payment they do not make.

➤ **Payment**

We accept payment in cash, debit/credit or cheque. Payment will be by you to us at the end of each session for that session.

➤ **If you are late for a session**

If you are late arriving at a session, the session will begin on your arrival and continue until the time when it is scheduled to end. If you wish the session to overrun, and we agree, then you may be charged at our discretion for the extra time we spend in providing the Services.

➤ **Cancellation/Failure to attend**

If you have booked a session and you cancel with less than 24 hours' notice or do not turn up for the session, then you are liable to pay the cost of that session. Please be aware that, in many cases, insurance companies will not pay our fees if you have not turned up or cancelled with less than 24 hours' notice and as is the case above, if your insurance company will not pay, you will be liable for such payment.

➤ **If we cancel**

On occasion, we may have to cancel a scheduled session. This may occur, for example, if a staff member is sick. If we have to cancel a scheduled session, we will book you another appointment as soon as reasonably possible. No charge will be made to you for the session cancelled by us.

➤ **Confidentiality**

We shall treat all personal and business information supplied by you as confidential. We shall not disclose such information to any third party without your prior permission, except where required by law.

➤ **Outcomes**

We shall seek to enable you to achieve your desired outcomes. No outcome can be guaranteed, however, and you have sole responsibility for acting on any recommendations or advice Elite Physiotherapy may give. We have no liability for any loss incurred by you, whether financial or otherwise, following provision of the Services, nor for any perceived failure by you, whether justified or otherwise, to achieve your desired outcomes or goals.

➤ **Limitation and exclusion of liability**

We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, or for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Services. Except as set out in these conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract. This clause will survive the termination of the contract.

➤ **Indemnity**

You agree that you will indemnify us against any and all loss or damage suffered, including any legal fees or costs, as a result of any breach of this agreement by you.

➤ **Variation**

We may change any of these terms or conditions, including our fees.

➤ **Early termination**

In exceptional circumstances, such as illness or other commitments, inappropriate behaviour by you, refusal to be treated in a reasonable way, actual or potential conflict of interest, or other reasons, we may decide to terminate the Services early and or refuse or be unable to provide further sessions to you. In such circumstances, we shall give you reasonable notice of termination where practicable and will refund to you any advance payment made for sessions not yet provided.

➤ **Severance**

If a court or any other competent authority finds that any provision of this contract (or any part of any provision) is invalid, illegal or unenforceable, that provision or part-

provision shall, to the extent required, be deemed deleted and the validity and enforceability of the other provisions of the contract will not be affected.

➤ **Events outside our control**

We will not be liable to you as a result of any delay or failure to perform our obligations under this contract as a result of any event beyond our control including but not limited to, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, fire, flood or storm or breakdown of machinery.

➤ **Disputes and governing law**

If you are unhappy with the Services Elite Physiotherapy provides, we hope you will discuss any problems or issues with the practitioner who treated you first. If that does not resolve matters to your satisfaction, the matter will be referred to one of the practice directors who will handle the complaint.

