



**Melanie Arazi BSc Hons MCSP HCPC ACP**

**Highly Specialist Paediatric Physiotherapist**

[www.childrensphysioclinic.co.uk](http://www.childrensphysioclinic.co.uk)

### **Terms & Conditions**

Below are the terms and conditions on which we, The Children's Physiotherapy Clinic, provide services (the "Services"). The exact Services we will provide to you will depend on the result of the initial assessment (see below) and what we agree with you. Before you agree that we will carry out the Initial Assessment and / or provide the Services, please read these terms and conditions. If you have questions concerning them, please ask before entering into a contract with us.

#### **Initial Assessment**

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

- a discussion of the patient's needs;
- an evaluation of the patient's needs;
- a full objective examination of the problem, which will involve following our reasonable instructions as set out below; and
- developing a programme of recommended action to address the patient's needs and requirements.

An Initial Assessment takes approximately 60 minutes and will involve talking to the patient and/or his / her parents/representatives about his / her past medical history and what the issues relating to his / her condition are. Please note that after the Initial Assessment has been carried out, we may decide that we cannot provide any further Services if, for example, treatment for the condition may not be suitable or appropriate.

#### **Performance of the Services**

We will normally provide you with further 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 the patient to confirm in writing that the Initial Assessment remains accurate, or ask the patient to undergo another Initial Assessment.

#### **Outcomes**

It is not possible for any particular result or outcome to 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 or by e-mail.

**Tel No: 020 8381 5677 / 07950 266 764**

**30 Lodge Avenue, Elstree, Hertfordshire WD6 3ND**

**E-mail: [melanie@childrensphysioclinic.co.uk](mailto:melanie@childrensphysioclinic.co.uk)**

**CSP No: 056606 HCPC No: PH51112**



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### **Your Rights and Responsibilities**

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 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 slowed down.

### **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 of Fees**

Our fees for each session will be 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 via any form of insurance. 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 and Cancellation**

We accept payment by cash, cheque or bank transfer. Payment must be made within 7 days of the submission of our invoice.

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.

If a session has been booked and you cancel with less than 48 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 if you have cancelled with less than 48 hours' notice and as is the case above, if your insurance company will not pay, you will be liable for such payment.

If you wish to rearrange or cancel an appointment, notice must be given via TEXT or phone on: 07950 266 764 or via email: [melanie@childrensphysioclinic.co.uk](mailto:melanie@childrensphysioclinic.co.uk) a full 48 hours before the appointment is due to take place. If your appointment is booked for a Monday, notice must be given by 8am on the Friday before.

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On occasion, we may have to cancel a scheduled session. This may occur, for example, if a staff member is sick or if a preceding session has overrun. If we have to cancel a scheduled session, we will book you another appointment at a mutually convenient time as soon as reasonably possible. No charge will be made to you for any sessions which may be cancelled by us.

### **Confidentiality**

We shall treat all personal and business information supplied by you as confidential. We do, however, need to collect and process personal data, including special category data, about yourself and your child, in order to provide an effective service. We are committed to protecting the rights and privacy of you and your child, and as such adhere to strict data protection guidelines which can be found in our Data Protection and Privacy Policy, accessed via the company website: <http://childrensphysioclinic.co.uk>.

### **Outcomes**

We shall seek to enable you to achieve the desired outcomes. No outcome can be guaranteed, however, and you have sole responsibility for acting on any recommendations or advice we may give.

### **Liability and Exclusions**

Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount (and not exceeding the amount you pay in total for the Services), having regard to such factors as whether the damage was due to a negligent act or omission by us. Nothing in these conditions will limit our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or fraud or fraudulent misrepresentation.

We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, 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, upon giving you reasonable notice.

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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 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 subject to our cancellation terms set out above.

#### **Severance and Events out of our Control**

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.

We will not be liable to you for 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 we provide, we hope you will discuss any problems or issues with us first.

This agreement is governed and construed by English law and the parties submit to the jurisdiction of the courts of England and Wales.