

1. Terms and conditions

Terms and conditions set out the expectations for the *contractee* and *Fundamentals*. They govern the contract between both parties and ensures protection for both parties in the event of contractual breach or in the event that a disagreement occurs. Please read the terms and conditions and do not hesitate to make contact if you have any questions.

2. Definitions

For the avoidance of doubt, within this document the following definitions are used;

- Fundamentals Speech and Language Therapy Ltd is hereby referred to as *Fundamentals*.
- The person receiving therapy from *Fundamentals* is hereby referred to as the *patient*.
- As *Fundamentals* primarily provides therapy for individuals under the age of 18, the *patient* will not be the individual arranging therapy under most circumstances. Therefore, the person or entity that has arranged or is in the process of arranging therapy services from *Fundamentals* is hereby referred to as the *contractee*. This could be a parent, guardian, primary caregiver or any other relevant individuals or entities who are able to provide legal consent on behalf of the *patient*.

In cases where more than one individual has provided consent as a *contractee* as per section 3.1, any mention of a *contractee* within this document will hereafter refer to both individuals.

3. Initial enquiry process

Following an initial enquiry, documents will be provided to the enquirer by email. These documents are;

- *Fundamentals Terms and Conditions*
- *Fundamentals Data Protection Privacy Notice*
- *Fundamentals Patient Information & Consent Form*

Following return of the completed *Patient and Information Consent form*, the *contractee* will receive an email confirming the details of the first appointment including date, time, location and fee. Where a deposit is due; an invoice will also be sent by email once all details above have been confirmed as suitable. Details on invoice payments can be found in section 8.

Further information on the documents listed above is provided in the sections below.

3.1. Patient information & consent form

The Patient Information & Consent Form must be completed and returned by the prospective *contractee* to *Fundamentals* before the first appointment.

Please note if the *contractee* wishes to involve another party (e.g. spouse, grandparent, guardian etc) then this individual is also required to complete the signature and consent section of the *Patient information & consent form*.

3.2. Data protection policy

As part of the provision of therapy services by *Fundamentals* the collection and storage of personal data is required. Therefore, the *contractee* must accept and agree to the policies detailed in the *data protection privacy notice* by signing the *Patient information & consent form*.

Personal information related to the *patient's* speech, language, communication and their involvement with *Fundamentals* will only be shared to third parties with consent from all *contractee(s)*.

Any concerns relating to a *patient's* safety or welfare will be raised to the appropriate professional authority and this does not require the *contractee's* consent. See section 10 for further details.

4. Initial assessment appointments

The *contractee* is responsible for sharing all relevant information regarding the *patient* and should be aware that withholding information may impact upon the assessment process and outcomes.

4.1. Location

Initial consultations will take place at the clinic (unless otherwise agreed prior to appointment) and are typically 90 minutes. At least one *contractee* must be present at the appointment.

The clinic is located at Banchory Library, Bridge St, Banchory AB31 5SU.

4.2. Initial assessment report & therapy plan

A written report and initial therapy plan containing targets will be provided by *Fundamentals* to the *contractee(s)* within 5 working days of the initial consultation.

Following submission of the report to the *contractee*, no further therapy will be provided to the *patient* by *Fundamentals* until written acceptance (email) of the therapy plan is provided by all *contractee(s)*. There is no requirement for the *contractee* to accept the therapy plan however the standard fee for initial assessment will be due by the *contractee*.

Fundamentals may not provide therapy following initial consultation for various reasons including:

- No clinical need for therapy
- Therapy goals cannot be agreed upon with the *contractee*
- *Fundamentals* is unable to provide suitable therapy
- Any other reason therapy cannot be provided to the *patient*

On these occasions a written report by *Fundamentals* will be sent to the *contractee* with the outcome of the assessment. Regardless of whether therapy is offered by *Fundamentals*, the standard fee for initial assessment will be due by the *contractee*.

If the therapy plan is not accepted by the *contractee*, *Fundamentals* will endeavour to agree suitable therapy goals with the *contractee*, however, if agreement cannot be reached the standard fee for the initial assessment remains due by the *contractee*.

4.3. Recommendation of appointments

Within the therapy plan, a recommended number of appointments will also be provided to the *contractee*. The number of recommended appointments will be based on the minimum

number of appointments expected to be required to achieve the therapy goals but is also dependent on availability of therapy that can be provided by *Fundamentals*. The *contractee* is under no obligation to accept the number of appointments recommended and can request either more or less appointments as required. Where possible, *Fundamentals* will endeavour to accommodate this, however, *Fundamentals* provides no guarantee that any variation on the recommended appointments will be possible in every case and reserve the right to refuse any change to recommended appointments by the *contractee*.

Upon agreement of the number of appointments, suitable dates will be provided by *Fundamentals* to the *contractee* and upon agreement of dates between both parties, an invoice will be issued to the *contractee(s)* in accordance with section 8. Confirmation of the booking of dates will not be provided until payment of the invoice is made in full and therapy sessions will not be provided until payment of the invoice is made in full. *Fundamentals* reserves the right to offer dates to alternative prospective customers if non-payment of an invoice occurs but will endeavour to notify affected *contractee(s)* in this event.

5. Therapy sessions

Therapy will only be provided following initial assessment where appropriate therapy goals have been identified and the *contractee* has given written agreement to the therapy plan. *Contractees* must accept that the desired outcomes detailed in the therapy plan may not always be possible to achieve.

The *contractee* agrees that their involvement will contribute to the overall effectiveness and outcomes of treatment. Therapy appointments will typically be provided at the clinic (unless otherwise agreed) and will be hourly appointments (unless otherwise agreed). Hourly appointments will last 45-50 minutes leaving time for verbal feedback to the *contractee* during the remaining time. To support generalisation of skills, relevant activities may be provided to the *contractee* to perform at home with the *patient*.

5.1. Therapy at the clinic

Therapy appointments are normally performed at the clinic but can in most circumstances also be provided at school, home, nursery or any other location at the request of the *contractee*. Please note that this will incur travel fees – see section 5.2. *Fundamentals* reserves the right to decline any location outside of the clinic that is not deemed suitable for providing therapy.

The clinic is located at Banchory Library, Bridge St, Banchory AB31 5SU.

Visits outside of the clinic are typically made at the request of *contractee*, however, there may be occasions when *Fundamentals* recommends a school visit as part of assessment or treatment. School visits will be charged at the standard appointment rate plus travel. This is at the discretion of the *contractee* and in the case of school visits, attendance by the *contractee* is not required. A short phone call can be arranged following a school visit to discuss the therapy session with the *contractee*.

Neither *Fundamentals* or the *contractee* are permitted to record appointments without consent from the both parties.

5.2. Therapy outside of the clinic

From time to time, the *contractee* may request for *Fundamentals* to be represented at educational meetings or other healthcare meetings.

For *Fundamentals* to attend such meetings this will incur the standard therapy session fee of £80 per hour (pro-rated) plus any travel fees as per section 5.2 and are at the request of *contractee*. It is the responsibility of the *contractee* to advise of meeting details (e.g. venue, times and/or any changes including cancellations – subject to section 6).

Please note that whilst *Fundamentals* will make best efforts to accommodate these requests, it may not always be possible to attend and a report can be submitted as an alternative which would incur a preparation fee of £80.00.

5.1. Online therapy sessions

Where appropriate, *Fundamentals* is able to offer appointments by video consultation. *Contractees* opting for this type of service delivery accept that there may be technical difficulties although best efforts will be made by *Fundamentals* to prevent this. It is the *contractees* responsibility to ensure they have access to reliable equipment such as computer, camera, a working audio system and access to internet. *Fundamentals* encourages the *contractee* to familiarise themselves with using 4G hotspots on their phone or other devices as an alternative to landline internet in the event of any technical issues.

If appointments cannot be delivered due to technical difficulties, *Fundamentals* reserves the right to treat this in accordance with non-attendance if the issue has arisen due to an avoidable technical issue by the *contractee* (see section 7.3). In the event that only a partial appointment or session can be delivered then *Fundamentals* reserves the right to withhold payment for the partial session pro-rated at the normal hourly charge. No payment will be required from the *contractee* where the technical fault has arisen due to *Fundamentals* service provision and the session will either be rescheduled or refunded at the request of the *contractee*.

Neither *Fundamentals* or the *contractee* are permitted to record online appointments without consent from the both parties.

5.2. Travel for appointments outside of the clinic

Sessions held at the clinic will not incur travel fees.

Fundamentals reserves the right to charge travel fees for any meetings or sessions delivered at any location away from the clinic. For locations within close proximity to the Banchory area, *Fundamentals* may waive the travel fees on a case-by-case basis. Any time where travel fees will be due, *Fundamentals* will make this clear to the *contractee* prior to the appointment, including the total cost of the travel fees and will never retrospectively make the *contractee* aware of this requirement.

Travel fees will be charged at the pro-rated hourly charge for the time taken to travel both to and from the clinic (which is located at Banchory Library, Bridge St, Banchory AB31 5SU) to the address where the appointment is being held (e.g. home or school address). For example, if travel time from the clinic to the address requested is given as 15 minutes in Google maps, a total of 30 minutes would be chargeable to the *contractee* which equates to £40.

For the avoidance of doubt, *Fundamentals* also reserves the right to charge for any parking charges at the location where the appointment is to be held, where relevant.

5.3. Therapy session reports

Contractees will not be provided a written report as standard at the end of a standard therapy session although there will be an opportunity for verbal feedback between *Fundamentals* and the *contractee(s)*.

Additional or updated reports and therapy targets can be requested by the *contractee* at any time and will be charged pro-rated at the hourly rate of £80.00. *Contractee(s)* should be aware that such reports will typically take an hour to prepare but *Fundamentals* will confirm this with the *contractee* on a case-by-case basis.

5.4. Completion of therapy block

Upon completion of a block of therapy, if the *patient* is to be discharged then *Fundamentals* will discharge the patient in accordance with section **Error! Reference source not found.** If the *patient* is deemed to require further therapy by either *Fundamentals* or the *contractee(s)*, the therapy plan and targets will be reviewed and updated where necessary and a written report of progress made will be provided to the *contractee(s)*. If *Fundamentals* recommends further therapy sessions, this will be detailed and follow the same process as booking the initial block of therapy detailed within section 4.

The *contractee* also accepts that *Fundamentals* will endeavour to accommodate further therapy sessions this where possible. However, *Fundamentals* provide no guarantee that any extension beyond the initially agreed block of therapy will be possible in every case and reserve the right to refuse any extension to therapy sessions requested by the *contractee*.

6. Discharge from Therapy

Contractee(s) are under no obligation to continue with therapy for any reason and can withdraw consent for therapy at any time by all *contractee(s)* providing written notice (email). Refunds for any outstanding services already invoiced and settled which were to be provided by *Fundamentals* will be processed in accordance with section 8.5. In the event of non-attendance to an appointment or inadequate cancellation notice is given, deposits may become non-refundable and/or full appointments fees withheld. See section 7 for further details.

If the *patient* has begun therapy, it may be ended at any time by *Fundamentals* and the *patient* discharged due to any of the following typical reasons:

- Once therapy goals have been achieved and treatment is no longer required
- The *patient* needs time to consolidate skills or practice targets at home to generalise skills
- Treatment is no longer effective
- No longer desired by the *contractee*
- *Fundamentals* is unable to continue providing therapy for any reason
- Force majeure

The *patient* may also be discharged for any other reason not listed above at the discretion of either *Fundamentals* or the *contractee(s)*.

Any therapy provided by *Fundamentals* prior to cessation of therapy for any of the reasons listed above will be due for payment by the *contractee* under the normal payment terms.

6.1. Discharge report

Upon discharge of the *patient*, the therapy plan and targets will be reviewed and a written report of progress made will be provided to the *contractee(s)*. This report will be provided to the *contractee(s)* when any outstanding balances have been cleared (if relevant).

7. Appointment cancellations

7.1. Cancellation by Fundamentals

If *Fundamentals* is unable to provide an appointment for any reason the *contractee* will be notified as soon as possible by email or phone. *Fundamentals* will endeavour to provide at least 24 hours' notice. The appointment will be rescheduled or refunded as per the wishes of the *contractee* (please see section 8.5 for further details).

On rare occasions, *Fundamentals* may have to cancel unused services already invoiced and settled by the *contractee* without the possibility of rescheduling for the *contractee*. In the event that this occurs, *contractee(s)* will be provided a full refund for any services not provided in accordance with section 8.5. Where possible, *Fundamentals* will endeavour to provide at least one week notice of this.

7.2. Cancellation by Contractee

As mentioned in section 6, *Contractee(s)* are under no obligation to continue with therapy for any reason and can withdraw consent for therapy at any time by all *contractee(s)* providing written notice (email). Refunds for any outstanding services already invoiced and settled which were to be provided by *Fundamentals* will be processed in accordance with section 8.5.

All cancellations require at least a 24-hour notice period. Individual appointments can be cancelled by contacting *Fundamentals* via email or phone. It is the responsibility of the *contractee* to inform *Fundamentals* if the *patient* will be unavailable for appointments within school or nursery due to absence, trips or activities etc. In the event that less than 24-hour notice has been provided, *Fundamentals* reserves the right to withhold the full appointment fee and/or deposit for the appointment missed but will endeavour to reschedule to another suitable time with the *contractee* where possible and if desired by the *contractee(s)*.

7.3. Non-Attendance by Patient

In the event of non-attendance to a pre-agreed appointment, *Fundamentals* reserves the right to withhold the full appointment fee and/or deposit. Non-attendance is when the *patient* does not attend a scheduled appointment and the *contractee* has not made contact with *Fundamentals* to cancel the appointment. For the avoidance of doubt, *Fundamentals* also reserves the right to withhold any pre-agreed travel fees where the appointment was to be held out with the clinic (if relevant).

8. Payment

In general terms, if the patient has arrived for therapy and a significant proportion of this appointment has involved working towards therapy targets, then payment for services provided will be due. In certain cases where *patient* productivity is challenging, a shorter appointment may be offered and necessity for any payment by the *contractee* for the appointment or a reduced payment will be considered on a case-by-case basis. Where necessary, *Fundamentals* will make suitable agreements with *contractees* prior to therapy in exceptional cases.

For the avoidance of doubt, every issued and settled invoice is to be treated as a new contract between *Fundamentals* and the *contractee(s)* in its own right.

When: Invoices will normally be issued prior to appointments and will clearly detail the services being provided by *Fundamentals* to which payment will be allocated. Invoice payment terms are normally payment due on receipt unless otherwise stated. Reminders will be sent if payment is not received within 1 working day. Invoices for deposits may be issued for new customers prior to appointments such as initial assessments or similar bookings.

Who: Only Rebecca Neill in her capacity as director will issue invoices directly from her *Fundamentals* business email account. If in any doubt about invoices issued, please contact Rebecca Neill directly via email or phone.

For the avoidance of doubt, all *contractees* are liable to make payment. In cases where there is more than one contractee per patient, the invoice will be sent to all the provided contractee email addresses and *contractees* are encouraged to coordinate payment between themselves.

How: The only accepted payment method currently available is bank transfer. The *Fundamentals* business bank account details will be provided on the invoice. Please ensure that the invoice number that is issued to the *contractees* is used in the reference box of the bank transfer and updated upon receipt of new invoices to ensure that payments can be appropriately allocated.

8.1. Private health insurance

Fundamentals does not currently work directly with any private health insurance providers. *Contractee(s)* with private health insurance cover are responsible for settling the invoice with *Fundamentals* and claiming back from their private health insurance provider. It is the *contractee(s)* responsibility to check the level of their cover before agreeing to therapy. Any professional registration requirements by the private health insurance provider will be provided by *Fundamentals* as necessary.

8.2. Non-payment

Fundamentals will follow the process outlined below in the event of non-payment.

Fundamentals will contact the *contractee* as a reminder that the payment is overdue. If an invoice is not paid within 5 working days thereafter, the *contractee* will receive written notice that therapy is suspended (if relevant) pending payment in full. If payment is not received in full within a further 5 working days, *Fundamentals* reserves the right to begin legal proceedings against the *contractee(s)* to recover the payment due if it relates services already rendered by *Fundamentals* to the *contractee(s)*.

8.3. Deposit

A deposit of £50 is required to have been settled for booking of initial assessments. Initial assessments will not be confirmed until an invoice for this deposit has been settled by the *contractee(s)*. Payment of deposits will not typically be required in most other cases, but may be required on a case-by-case basis.

8.4. Fee Changes

Fees are subject to increases from time to time. Existing *contractees* will be given 8 weeks notice of any changes in fees. Fee increases will not be applied retrospectively to any services that have already been invoiced and settled by the *contractee(s)*.

8.5. Receipts

Receipts will be provided to the *contractee(s)* for all settled invoices by *Fundamentals*.

9. Refunds

As mentioned in section 6 & 7, *Contractee(s)* are under no obligation to continue with therapy for any reason and can withdraw consent for therapy at any time by all *contractee(s)* providing written notice (email). Refunds for any outstanding services already invoiced and settled which were to be provided by *Fundamentals* will be processed by refunding any services not provided up to the date of notice given by the *contractee(s)*.

Fundamentals reserves the right to withhold a refund for appointments where cancellation notice has not been provided by the *contractee(s)* in accordance with section 7 or where non-attendance by the *patient* has occurred. Any other outstanding appointments other than those where non-compliance has occurred, will be refunded in full.

Refunds will be provided to the *contractee(s)* where *Fundamentals* is/has been unable to provide a service for any reason or where it is no longer able to fulfil the services already invoiced and settled.

Refunds will be issued within 5 working days of notice being provided by either *Fundamentals* and/or the *contractees* that the services to be provided will no longer be rendered. A document detailing the refund will be provided by *Fundamentals* to the *contractee(s)* in this event.

Fundamentals will only refund *contractee(s)* via bank transfer to the original accounts from which payment was received by *Fundamentals*.

10. Safeguarding

All individuals working at *Fundamentals* have a DBS (Disclosure & Barring Service) check. *Contractees* can request to see *Fundamentals* DBS enhanced disclosure at any time.

In the event of a safeguarding concern, where the *patient* or another person is at risk of harm, *Fundamentals* have a legal obligation to share that information with relevant professionals & authorities in line with the Safeguarding Children's Act 2004.

11. NHS Speech and Language Therapy Services

All *patients* are entitled and eligible for a request for assistance from Speech and Language Therapy services within their local NHS board. It is the responsibility of the *contractee* to inform *Fundamentals* of any involvement from NHS Speech and Language Therapy. The *contractee* is responsible for informing NHS therapists of any involvement with *Fundamentals*. This allows *Fundamentals* to work in partnership with NHS providers.

From time to time, it be necessary for *Fundamentals* to refer a patient for NHS services. The *contractee* may also request referral for NHS services, *Fundamentals* will support this when clinically appropriate.