

BERKLEY PHYSIOTHERAPY & SPORTS INJURY CLINIC

www.berkleykempphysiotherapy.co.uk

Great Western Golf, 2700 Great Western Rd, Glasgow, G81 2XT 07792043241

Terms & Conditions of Treatment

Berkley Physiotherapy & Sports Injury Clinic offers physiotherapy assessment, treatment, advice and education for people with injuries, pain and chronic health condition ("Treatment"). We are registered with the Chartered Society of Physiotherapists and the Health & Care Professions Council. Below are the Ts & Cs upon which we provide treatment. Please read them so that you understand what is required of you and what you can expect from us. By booking a course of treatment with us you agree to be bound by these terms. If you have any questions about these terms, please do not hesitate to contact us.

INITIAL ASSESSMENT:

The initial assessment will involve talking about your present condition, your past medical history and the issues relating to your condition, discussing your needs with us, an evaluation of those needs, a full objective examination of your problem and the development of a programme of recommended action to address those needs and requirements. That programme may include but is not restricted to one or more of the following treatments namely manual therapy, (mobilisations, manipulation, massage and exercises), McKenzie, acupuncture, Thomson Recoil Therapy, electrotherapy, exercise therapy and advice. However, please note that after the initial assessment has been completed, we may decide we cannot provide any services, (eg - If your condition is not suitable or appropriate). We will also require you to sign a Consent to Treatment Form. Please note that you may wish to have someone accompany you during your assessment or treatments.

TREATMENT:

We will normally provide you with the treatment once the initial assessment has been completed. Our aim is to provide treatment with reasonable care and skill including a regular reassessment of your treatment plan. If there is a significant period of time between carrying out the initial assessment and the provision of the services, you may be required to undergo another assessment. Whilst we will work with you what the most appropriate treatment is to provide you with the best outcome it is not possible that any particular result or outcome can be guaranteed as a result of us providing the services. We will agree the date and time of the first session and any subsequent sessions will be confirmed by text, by telephone, email or in person. You have the right to refuse treatment at any time.

YOUR RIGHTS & RESPONSIBILITIES:

In order for us to provide proper treatment we may give reasonable instructions which you should follow. For example, treatments typically require you to get changed. You should wear appropriate clothing such as shorts or appropriate underwear for back or lower limb problems, and/or a strappy top for upper back, neck and upper limb problems. We may also provide exercises to be completed at home. You are not obliged to complete these but if you do not complete them, your progress may be slower.

COSTS OF TREATMENT & PAYMENT OF FEES:

Below is a list of treatments and costs. We will notify you of any changes to these in advance of any treatment. Payment will be made by you by cash or card at the end of each session unless agreed otherwise. If you are an insurance client, we will invoice your company directly. If you have an excess on your policy, you will be expected to pay this at the end of your first session.

INITIAL ASSESSMENT: £50

RETURN PATIENT TREATMENT (30 MINUTES): £40

RETURN PATIENT TREATMENT (45 MINUTES): £50

INITIAL ASSESSMENT FOR UNDER 16s: £40
RETURN PATIENT TREATMENT FOR UNDER 16s (30 MINUTES): £35
RETURN PATIENT TREATMENT FOR UNDER 16s (45 MINUTES): £40
SPORTS MASSAGE (30 MINS): £40
SPORTS MASSAGE (60 MINS): £65
CANCELLATION WITH LESS THAN 24 HOURS NOTICE OR FAIL TO ATTEND: FULL PRICE OF SESSION

If you have booked a session and you need to cancel, we require 24 hours' notice. If you give less than 24 hours' notice or if you fail to attend a session, you will be liable to pay for that session in full. Due to late cancellations and people failing to attend sessions we now require all patients to pay for sessions at the time of booking. If you cancel your appointment with more than 24 hours' notice, the fee for your consultation will be refunded.

Please be aware that, in many cases, insurance companies fail to pay our fees if you have failed to attend or cancelled with less than 24 hours' notice. If your insurance company does not pay, you will be liable for the payment. 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 as soon as reasonably possible. No charge will be made to you for the session cancelled by us.

You are personally liable to pay all fees and any surcharges incurred, such as late cancellations or cost of equipment issued. If your insurance fail to pay the bill, you are responsible to settle your account.

CONFIDENTIALITY & DATA PROTECTION:

We believe that confidentiality is fundamental to the physiotherapist client relationship. The information that we gather is for the purposes of providing you with the best possible care we can. 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 or where action might be necessary to protect you or someone else.

We are registered under the Data Protection Act and treat your personal data in accordance with the requirements of that Act. By agreeing to us treating you, you are connecting in accordance with the Data Protection Act to us holding and processing in any form and transferring the personal data we collect for the purposes of providing any treatment you receive and for related purposes such as updating and enhancing our client records and management purposes. We may also use that information for marketing purposes to advise you of our products and services which we believe may be of interest to you.

You have a right of access and a right to request your information being deleted, under the Data Protection legislation to the personal data that we hold about you. In providing your information you agree that we may contact you by post, telephone and or email. If you want to know what information we hold or wish to have sight of your records which are kept at the clinic please contact us in writing or by email at info@berkleykempphysiotherapy.co.uk.

We do not share your information with any third-party organisations other than other professionals and organisations and bodies whom we instruct on your behalf to deal with your matters and will not use your data for any other purposes other than as stated above without your consent. Where payment for your treatment is being made by a third party, we may be required to provide them with information to assist in processing any claims being handled in respect of yourself.

OUR LIABILITY TO YOU:

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 treatment), having regard to such factors as whether damage was due to a negligent act or omission by us. Nothing in these conditions will limit liability for death or personal injury caused by negligence of our employee, agents or subcontractors or fraud and fraudulent misrepresentation.

We shall not be liable to you, whether in contract, or, (including negligence), breach of statutory duty, or otherwise, or for any loss of profit, or for any indirect consequential loss arising under or in connection with the treatment. 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 but only in providing you with prior notice.

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 your treatment early and refuse or be unable to provide further sessions to you. In such circumstances, we shall give you reasonable notice of termination and will refund you any advance payments made.

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 these terms and conditions 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 these terms and conditions 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, storm or breakdown of machinery.

COMPLAINTS:

We do have a patients complaint procedure. In the first instance please bring your concerns to the attention of the physiotherapist treating you or put your complaint in writing to Karen Aston at info@berkleykempphysiotherapy.co.uk.

CONTACTING EACH OTHER:

If you wish to send any notice or letter then you should send it to our principal place of business or if none is apparent, the venue where your treatment takes place. If we wish to send you a letter or notice, we shall use the address you have provided in the initial assessment.

GOVERNING LAW:

These terms and conditions shall be construed in accordance with the Laws of Scotland.