



Lothian Occupational Therapy Ltd

Terms and Conditions of Business

1. Definitions

1.1 Terms and their definition:

- (a) **Client:** an individual who will be the recipient of our services;
- (b) **Referral:** your completed referral form for our services;
- (c) **Quote:** the quote for services provided to you;
- (d) **Services:** the services that we are providing to you including an assessment and/or treatment by way of occupational therapy as set out in our Quote;
- (e) **Terms:** the terms and conditions set out in this document;
- (f) **We/Our/Us:** Lothian Occupational Therapy Ltd

1.2 When we use the words "writing" or "written" in these Terms, this will include e-mail unless we say otherwise.

1.3 These Terms are governed by the law of Scotland. Any dispute arising from these Terms shall be subject to the exclusive jurisdiction of the Scottish courts.

2. Our contract with you

2.1 These are the terms and conditions on which we supply our services.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Quote, Referral and in these Terms are complete and accurate before you submit the Referral. If you think that there is a mistake, please contact us to discuss.

2.3 If you are a case manager, solicitor, other professional or third party referrer then by submitting a referral you confirm that a copy of these Terms have been provided by you to the organisation who will pay for the services (if different to you) and that in addition to your acceptance of these Terms, you are authorised by that organisation to submit the referral and accept these Terms on its behalf.

2.4 Please note if you sign the referral, you are confirming that you agree to these terms and conditions.

2.5 When you accept these Terms and submit the referral to us, you will receive a confirmation that your referral has been received this does not mean we have accepted the referral for services. If we are unable to supply you with the services, we will inform you of this and we will not process the referral.

2.6 These Terms will become binding on you and us when we contact you that we are able to provide the services, at which point a contract will come into existence between you and us.

3. Changes to Referral or terms

3.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in how we accept payment from you,
- (b) changes in relevant laws and regulatory requirements.

3.2 If we must revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 11.

3.3 You may make a change to the referral for services at any time before the start date of services by contacting us. Where this means a change in the total price of the services, we will notify you of the amended price in writing. You can choose to cancel the referral in accordance with clause 11.1 in these circumstances.

3.4 If you wish to cancel a referral before it has been fulfilled, please see your right to do so in clause 11.

3.5 Any variation or addition to these Terms must be agreed in writing between us.

4. Providing services

4.1 We will supply the services from the date agreed between us in writing. Any timescales provided in Our Quote are estimates only and may be subject to change.

4.2 We will make every effort to complete the services within the timescales. However, there may be delays due to an event outside our control. See clause 10 for our responsibilities when an event outside our control happens.

4.3 We will make every effort to make our agreed appointments with you or the client and will give as much notice as is reasonably possible of any problems, delays or cancellations.

4.4 If you do not pay us for the services when you are supposed to as set out in clause 7.5, We may suspend the services with immediate effect until you have paid us the outstanding amounts (except where you dispute an invoice under clause 8). We will contact you to tell you this. This does not affect our right to charge you interest under clause 8.6 (**if you are a consumer**) or 8.7 (**if you are a business**).

4.5 It may be necessary for us to draw on the expertise of other therapists not referred to in the Quote for the purposes of providing the services. You will be told if this is necessary and of any increase in charges as a result. We will ensure that you are kept informed of any changes in the provision of the services.

4.6 If we consider that the services of alternative or additional health care practitioners would be suitable we will discuss this with you and where possible make suggestions of possible providers. This does not constitute a recommendation of the alternative provider.

4.7 If a second opinion is requested by you, we will at your request make a referral as soon as possible. However, you will be responsible for paying the cost of any such referral directly to the provider of the opinion.

4.8 Reports, treatment programmes and other written materials remain our intellectual property. They are provided solely for the purposes of the client's care and must not be altered or reproduced without written permission.

5. Your obligations

5.1 You must provide us with all the information that we need to carry out the services in the referral and notify us of any change in the information or circumstances relating to you or the client which are relevant.

5.2 You must provide details of any known dangers and risks at any premises we are required to visit before we provide the services. This includes dogs on the premises and smoking. Dogs should be removed from the area where therapy will take place and no smoking should have occurred in the 30 minutes prior to the therapist arriving.

6. If there is a problem with our services

6.1 In the unlikely event that there is any problem or complaint:

- a) please contact us and tell us as soon as reasonably possible
- b) please give us a reasonable opportunity to resolve the problem or complaint
- c) if you are not satisfied with the outcome, we suggest that you contact the Health and Care Professions Council, and we will provide you with the contact details on request or you can consult their website.

6.2 As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau. Nothing in these Terms will affect these legal rights.

7. Price and payment

7.1 The price of services will be as set out in Our Quote. Our prices may change at any time, but price changes will not affect referrals that we have confirmed with you.

7.2 Some of our services are exempt from VAT and this will be made clear to you in our quote. Where the services are subject to VAT then the prices will be inclusive of VAT. However, if the rate of VAT changes between the date of the referral and the date of performance, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

7.3 If you qualify for a VAT exemption then you must complete a VAT exemption declaration.

7.4 We will invoice you for the services on or any time after we have performed the services. We will invoice assessments when we submit the assessment report. Any treatment provided as part of the services will be invoiced monthly or at the end of each block of 6 treatment sessions.

7.5 You must pay each invoice in cleared monies within 28 calendar days of the date of invoice by bank transfer/ cheque/ cash and the details for that payment will be included in the invoice.

7.6 **IF YOU ARE A CONSUMER AND** you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

7.7 **IF YOU ARE A BUSINESS AND** you do not make payment to us by the due date for payment, we will charge interest to you and claim compensation for the overdue amount in accordance with The Late Payment of Commercial Debts (Interest) Act 1998. Interest will be charged at 8% and will accrue daily from 30 days after issue of the invoice.

7.8 However, if you dispute an invoice in good faith and contact us to let us know promptly after you have received an invoice that you dispute it, clauses 7.6 will not apply for the period of the dispute.

7.9 Services may be provided remotely by telephone or secure video consultation where clinically appropriate. The same fees and cancellation terms apply.

7.10 The Client shall be responsible for any reasonable costs incurred in recovering overdue payments.

8. OUR LIABILITY TO YOU IF YOU ARE A CONSUMER (This clause only applies if you are a consumer)- YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS SECTION

8.1 In order to provide the services we are required to hold professional indemnity insurance.

8.2 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

8.3 We have no liability to you for any loss of income or revenue, loss of profit, loss of anticipated savings, loss of business, business interruption, loss of data or loss of business opportunity.

8.4 We do not exclude or limit in any way our liability for:

- a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors
- b) fraud or fraudulent misrepresentation
- c) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- d) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

9. OUR LIABILITY IF YOU ARE A BUSINESS (This clause only applies if you are a business) – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS SECTION

9.1 Nothing in these terms limits or excludes liability for:

- a) Death or personal injury caused by our negligence
- b) Fraud or fraudulent misrepresentation

9.2 Subject to clause 9.1, we will under no circumstances whatever be liable to you whether in contract, breach of statutory duty, or otherwise, arising under or in connection with the referral for loss of profits, sales, business or revenue, loss or corruption of data, information or software, loss of business opportunity, anticipated savings, loss of goodwill or any direct or consequential loss.

9.3 Except as expressly stated in these terms, we do not give any representation, warranties or undertakings in relation to the services. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

10. Events Outside Our Control

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our control.

10.2 An event outside our control means any act or event beyond our reasonable control including without limitation illness, adverse weather, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private utility networks.

10.3 If an event outside our control takes place that affects the performance of our obligations under these terms:

- a) We will contact you as soon as reasonably possible to notify you; and
- b) Our obligations under these terms will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our performance of services to you, we will restart the services as soon as reasonably possible after the event outside our control is over.

10.4 You may cancel the contract if an event outside our control takes place, and you no longer wish us to provide the services. Please see your cancellation rights under clause 11. We may cancel because of the event outside our control in accordance with our cancellation rights in clause 11.

10.5 Whilst we take reasonable steps to ensure electronic communications are secure, email is not always a fully secure method of communication. By corresponding by email, you accept this risk

10.6 Where we have concerns regarding the safety or welfare of a client, we may disclose information without consent where required or permitted by law and in accordance with our safeguarding obligations.

10.7 Where a client lacks capacity to consent, consent will be obtained from the appropriate person or decision-maker in accordance with applicable legislation.

11. Your rights to cancel

11.1 Before we begin to provide the services, you have the following rights to cancel a referral for services, including where you choose to cancel because we are affected by an event outside our control or if we change these Terms under clause 3.1 to your material disadvantage:

- a) **IF YOU ARE A CONSUMER**, you have a legal right to cancel a referral for services starting from the date after we contact you as set out in clause 2.5, which is when the contract between us is formed. From that date you have a period of 5 working days to cancel the referral for services (which means that Saturdays, Sundays or public holidays are not included in this period).
- b) You may cancel any referral for services at any time before the start date for the services by contacting us. We will confirm your cancellation in writing to you.
- c) Save where a cancellation is made as set out in clause 11.1 (a) above, Appointments cancelled with less than two working days' notice, or where the therapist attends but cannot gain access or the client is unavailable, will be charged at 50% of the agreed fee (minimum charge £20).
- d) However, if you cancel a referral for services under clause 11.1(a) or (b) and we have already started work on your referral by that time, you will pay us any costs we reasonably incurred in starting to fulfil the referral for services, and this charge will be invoiced to you. We will tell you what these costs are when you contact us. However, where you have cancelled a referral

because of our failure to comply with these terms (except where we have been affected by an event outside our control), you do not have to make any payment to us.

11.2 Once we have begun to provide the services to you, you may cancel the contract for the services at any time by providing us with at least 7 calendar days' notice in writing. Once we have begun to provide the services to you, you may cancel the contract for services with immediate effect by giving us written notice if:

- a) We break this contract in any material way, and we do not correct or fix the situation within 7 days of you asking us to in writing.
- b) We go into liquidation or a receiver or an administrator is appointed over our assets.
- c) We change these terms under clause 3.1 to your material disadvantage.
- d) We are affected by an event outside our control.

12. Our rights to cancel

12.1 If We must cancel a referral for services before the services start:

- a) We may have to cancel a referral before the start date for the services, due to an event outside our control or the unavailability of key personnel or key materials without which we cannot provide the services. We will promptly contact you if this happens.
- b) Where we have already started work on your Referral for Services by the time we have to cancel under clause 12.1(a), we will not charge you anything and you will not have to make any payment to Us.
- c) Once we have begun to provide the services to you, we may cancel the contract for the services at any time by providing you with at least 7 calendar days' notice in writing.

12.2 we may cancel the contract for services at any time with immediate effect giving you written notice if:

- a) you do not pay us when you are supposed to as set out in clause 7.4.
- b) This does not affect our right to charge you interest under clause 7.6 or 7.7; or
- c) We are subjected to inappropriate or offensive conduct from you or the client; or you break the contract in any other material way, and you do not correct or fix the situation within 7 days of us asking you to in writing.

13. Information about Us and how to contact Us

13.1 We are a company, registered with Companies House, SC808348.

13.2 If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning us at 07356 043 383 or by emailing us at jcookot@gmail.com

13.3 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the contract). You may email us using the address above to request our postal address.

13.4 Services will be provided in accordance with the standards of proficiency and professional guidance of the Health and Care Professions Council (HCPC) and the Royal College of Occupational Therapists where applicable.

14. How we may use your personal information

14.1 We will use the personal information you or the client provides to us to:

- a) provide the Services;
- b) process your payment for such Services; and
- c) inform you or the client about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

14.2 We may have to share the personal data that is provided to us with other health professionals or third parties who are responsible for providing you or the client with health care services. We will discuss this with you or the client in the first instance and request consent to the disclosure of the information.

14.3 You or the client have the right to request a copy of the information that we hold about you or the client and to correct any inaccuracies in that information.

14.4 We may disclose your personal information to third parties:

- a) In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- b) If we are under a duty to disclose or share your personal information data to comply with any legal or regulatory obligation or request.
- c) We will process any data in accordance with our Privacy Policy as we are a GDPR compliant business. Our Privacy Policy explains how we collect, use, store and protect personal information. A copy is available on request and on our website.

14.5 Clinical records will be retained in accordance with professional, legal and regulatory requirements before being securely destroyed.

15. Third Party Recommendations

15.1 If requested we may provide suggestions of suppliers and installers of equipment. You are under no obligation to place an order with those suppliers and you are free to obtain alternative quotes and instruct alternative suppliers of your choosing. We accept no liability for the quality of the products or standard of the service they supply to you.

15.2 You are responsible for maintenance, servicing and upkeep and replacement of all equipment supplied or purchased.

16. Consent

16.1 Before We start any assessment or treatment, we will explain to you (if you are being assessed or receiving treatment) or the client what we are going to do and discuss the risk and benefits. You or the client can ask questions at any time, and you must tell us if you or the client do not understand or are concerned. If you or the client need time to discuss what We have discussed with someone else, then please say so.

16.2 We require consent from you or the client (if applicable) before we can carry out an assessment of needs and any treatment. Our usual practice is to request that a consent form is completed, and the therapist will explain this. If there is any difficulty signing the consent form, we will assist in whatever way is necessary and we will discuss alternative ways for consent to be provided.

16.3 Consent can be refused or withdrawn if at any time you or the client are unhappy.

16.4 We will require consent from you (if you are being assessed or treated) or the client to share the personal information obtained during an assessment and/or treatment to a third party including you (if you are not being assessed or treated), any health care professionals, referrers and other individual or organisation paying for the assessment and/or treatment.

16.5 You (if you are being assessed or treated) or the client have the right to withdraw their consent to allow the information to be shared as in 16.4 above. However, the services provided will still be charged for and payable as set out in clause 7 above.

17. Entire Agreement – THIS CLAUSE ONLY APPLIES IF YOU ARE A BUSINESS

17.1 These terms constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between us, whether written or oral, relating to its subject matter.

17.2 You agree that you shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in these terms. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.

18. Other important terms

18.1 We may transfer our rights and obligations under these terms to another organisation, we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these terms.

18.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

18.3 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.4 If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Changes to Terms and Conditions:

We reserve the right to modify or update these Terms and Conditions at any time. Any changes will be effective upon posting of the revised Terms and Conditions on our website or other applicable channels.

By receiving services from Lothian Occupational Therapy Ltd, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

Approval:

All consideration has been taken to ensure compliance with equality, diversity and inclusion.

Reviewed by:	Date:	Next review due:
Joanne Cook, Director	01/06/2026	01/06/2028