



## **Terms and conditions of treatment**

Bishopbriggs Physiotherapy & Sports Injury Clinic (“BBPSIC”) offers physiotherapy treatment, advice and education on self-management and/or prevention of injuries (“the Treatment”). We are registered with the Chartered Society of Physiotherapists, The Acupuncture Association of Chartered Physiotherapists and the Health & Care Professions Council. Below are the terms and conditions upon which we provide the Treatment. Please read them so that you understand what is required of you and what you can expect from us. By booking 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.

The exact service we provide to you will depend on the results of your initial check and Initial Assessment by us. Before we provide any Treatment we shall perform an initial assessment of your needs and requirements.

## **Initial Assessment**

The initial assessment will involve talking about 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, stretching techniques) McKenzie MDT, acupuncture for musculoskeletal pain and dysfunction, ultrasound, exercise therapy and advice to prevent the recurrence of problems. However please note that after the Initial Assessment has been carried out we may decide we cannot provide any Services (for example where your condition may not be suitable or appropriate). We will also require you to sign a Consent to Treatment Form. Please note that you may if you wish have someone accompany you during your assessment or any subsequent Treatment.

## **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 out 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 in person, by telephone, by email or through our online booking system. You have the right to refuse any Treatment at any time.

## **Your rights and 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 bring

or wear shorts for lower back and lower limb problems and/or a strappy top for upper back, neck and upper limb problems. We may also set you exercises to be completed between sessions. You are not obliged to complete these but if you do not complete them your progress in achieving the desired outcomes may be slowed down.

## **Costs of Treatment and Payment of Fees**

The table below outlines the common treatments we provide along with the fees for the same. We will notify of any changes to these in advance of any treatment. Payment will be made by you by cash, cheque, debit or credit card or bank transfer at the end of each session of treatment unless agreed otherwise. If you are an insurance client then we may invoice your insurance company direct.

<b>BBPSIC SERVICE</b>	<b>FEE</b>
Initial Assessment	£55
Treatment Session	£50
Domiciliary Visit – initial assessment	£65
Domiciliary Visit – follow-up treatment	£60
Sports Massage 30mins / 45mins / 60mins	£35 / £40 / £50

If you have booked a session and you need to cancel please let us know as soon as you can. If you cancel with less than 24 hours' notice then you are liable to pay a cancellation fee of £25 for that session. If you fail to turn up for an appointment without cancelling the same then you will be responsible for payment for the full appointment.

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.

## **Initial Assessment**

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.

Where you are an Insurance Client we may agree to waive payment until the claim is made by the Insurance company. However we will require you to provide us with your health insurance company name, account number and claim number during assessment before granting this waiver so please bring details of this with you. We also recommend that you contact your insurance company before you start any treatment to establish whether or not a medical referral is required, the number of treatments available under the policy and whether or not there is any excess on the policy.

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, however it is your responsibility to check with that third party how much treatment they will pay for, as you will be liable for any payment they do not make. For the avoidance of doubt where there is an excess you will be responsible for payment of the excess unless otherwise agreed.

## **Confidentiality & Data Protection**

We believe that confidentiality is fundamental to the physiotherapist-client relationship. The information we gather – either directly or indirectly – 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 with the national supervisory authority for data protection, the Information Commissioner's Office (registration number Z2704334) and treat your personal data in accordance with the requirements of the General Data Protection Regulation ("GDPR"). By agreeing to us treating you, you are consenting in accordance with ("GDPR") and applicable privacy laws to us holding and processing 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 for management and marketing purposes. A separate form of consent will be provided to you for you to sign confirming your explicit consent to us processing your personal information. Full details of how we handle your personal data and what your rights are as an individual are set out in our privacy statement which can be viewed on our website at [www.bbpsic.co.uk/privacy-statement/](http://www.bbpsic.co.uk/privacy-statement/). A copy of the same is also annexed to these Terms and Conditions but may be varied from time to time. Any amendments will appear on our website.

You have a right of access under the GDPR and related 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 unless you advise us otherwise although you may change your contact preferences at any time by writing to us or notifying us in writing of the same. If you want to know what information we hold, what your rights are under the GDPR or wish to have sight of your records which are kept secure at the clinic, please contact us in writing or by email at [elaine@bbpsic.co.uk](mailto:elaine@bbpsic.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 written consent. Where payment for your treatment is being made by an Insurer we may be required to provide them with information but will only provide them with enough information in order 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 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 and fraudulent misrepresentation.

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 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 on providing you with prior written notice thereof.

### **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 Treatment 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 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 or storm or breakdown of machinery.

### **Complaints**

We do have a patient's 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 Mark Hutchinson our Medical Practice Consultant and we shall try to resolve the same as expediently as possible.

### **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 given in the Initial Assessment.

### **Governing Law**

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

***Effective from 1st December 2024.***

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

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