



## Terms & Conditions

Below are the terms and conditions on which we, Kids' Therapy Works Limited, provide physiotherapy services (the "Services"). The exact services we will provide to you will depend on what we agree following the result of your initial assessment.

### Payment of Fees and Costs

Our fees for each session are published on the fees page of our website, [www.kidsphysio.works](http://www.kidsphysio.works). We can also confirm them to you prior to the session. 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 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.

We are happy to accept payment for our Services in cash, by cheque, debit/credit card or via bank transfer or direct debit (our bank details will be included on your invoice). Invoices for individual sessions are to be paid within 14 working days of receipt of the invoice.

### Cancellation of Individual Sessions

If you have to cancel a session with less than 48 hours notice before it is due to take place, then you are liable to pay 100% of that session plus any travel time, unless you are able to provide a medical certificate.

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 48 hours' notice and if your insurance company will not pay, you will be liable for such payment.

### Cancellation of Intensive Blocks of Therapy

We require at least 4 weeks' notice for intended cancellation. Individual sessions of the blocks cancelled will not be liable for refund of any monies paid nor can the therapy be used at a later date. All blocks of therapy are individualised and as such are non-transferable.

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 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.



A summary of your rights under the General Data Protection Regulation is appended to this document.

### Liability and limitation of our liability to you

Our liability to compensate you for any loss or damage 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 Kidsphysio2u Limited. However, 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.

### Complaints

If you are unhappy with the Services Kids' Therapy Works Limited provides, we hope you will discuss any problems or issues with the practitioner who treated you. If that does not resolve matters to your satisfaction, the matter will be referred to one of the Directors who will handle the complaint. Our directors can be contacted via [info@kidstherapyworks.co.uk](mailto:info@kidstherapyworks.co.uk)

### The General Data Protection Regulation (GDPR) Compliancy

Kids' Therapy Works Limited is committed to ensuring that your privacy is protected. We ask you to consent to us processing information about you, by which you can be identified, in order to provide our services to you. You can be assured that this data will only be used in accordance with this privacy statement. This policy is effective as from today.

In line with the GDPR we are requested to comply by informing you of:

#### How and what information is collected about you

We may collect the following information by email, telephone call, by post, questionnaires / forms, or in-person:

- Name
- Date of Birth
- Address
- Telephone/Mobile number(s)
- Email
- Family / Next of kin details
- Health and Lifestyle information
- Medical reports from other healthcare professionals

#### How your information is stored

We use secure cloud-based storage, recognised by ICO for the storing of documents, and password protected laptops and computers.

#### What we do with the information we gather and what it is used for

- Internal record keeping;
- Recording the initial assessment.
- Provision of ongoing Physiotherapy and/or Occupational Therapy services and intervention.



### Who your information is shared with

We will not distribute, sell or lease personal information to third parties unless we have your explicit permission or are required by law to do so.

### What security measures we have in place

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place highly secure electronic systems and managerial procedures to safeguard and secure the information we collect.

### How you can access your information

You may request details of personal information which we hold about you under the General Data Protection Regulation. If you would like a copy of the information held on you please write to Danielle Walker, at Kids' Therapy Works, Barn 2, Green Farm Barns, School Road, Copford, Essex, CO6 1BZ.

### How long we keep your information for

Data collected will be kept throughout the period of our working relationship. Following this, information will be kept for a further 7 years for adults and 7 years following their 18<sup>th</sup> birthday for children, unless upon review it is deemed necessary to retain it for a longer period.

### How you can opt-out and request to be deleted from our files

All marketing materials and information are provided with the opt-out facility. You may request to withdraw or be deleted from our files by contacting Chris Smith at [info@kidsphysioworks.co.uk](mailto:info@kidsphysioworks.co.uk).

### Further Information about Data Subject's rights can be found here:

<https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/>

### Privacy Policy

please also see our separate Privacy Policy document. Kids' Therapy Works Ltd is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when working with Kids' Therapy Works Ltd, you can be assured that it will only be used in accordance with this privacy statement.

Name and contact details of the Data Controller:

Danielle Walker, Director

Kids' Therapy Works Ltd, Barn 2, Green Farm, Barns School Road, Copford, Essex, CO6 1BZ.