

General Terms and Conditions

1. Registration

- **1.1.** You must be registered with the Family Practice Group to access our services. Personal information about you, your child or someone you have responsibility for will be requested and processed during the referral stage. This can be made available for you to review and confirm during your first appointment if you so request it.
- **1.2.** For parents / carer's or appointed persons who are assisting children or those responsible for an individual that is receiving services from us we will require that both the appointed person and individual to receive the services register with us.
- **1.3.** Those aged under 18 years of age are considered children at the Family Practice Group and require the consent of an adult to receive our services who must register with us as clients. Those aged 18 and upwards are considered adults and do not require parental consent to receive our services. For more information on our 'Seeing Children' policy please speak to us directly.
- **1.4.** We will require consent from both parents (if separated) in the absence of a court order that provides authority for one parent to obtain our services without informing the other. If consent cannot be obtained easily then we will require contact details where possible.

2. FEES

- 2.1. The Client (you) agrees to be fully responsible for all fees relating to the services delivered to yourself or as the individual where you have agreed to be and are named as the bill payer on the individual's registration form. You will receive by email an invoice detailing the required fee for appointments.
- **2.2.** Fees are subject to change at any time <u>except</u> during a course of therapy or treatment where we have agreed a set number of sessions.

Therapy, Coaching and Mediation Sessions

- 2.3. Credit / Debit Card Clients who choose to pay for sessions using a credit or debit card will be required to provide their card details in advance of their first appointment. Fees may be charged up to 48 hours in advance of any appointment. An invoice will be sent to the bill payer on the day of the appointment for their records.
- 2.4. Payment Mandate Clients who choose to pay for their fees using our automatic payment method (direct debit) will be invoiced on the day of their appointment by email. Although fees will be charged on the day of their appointment; depending on the client's bank, monies will leave clients bank between 2 and 4 days following their appointment. A discount is often applied to fees using this payment method. Please see our website for further information.





- 2.5. If clients wish to cancel a direct debit mandate with the Family Practice Group they must notify a member of the team as soon as possible. Appointments may be cancelled and future appointments may not be confirmed until a new payment method has been confirmed.
- **2.6.** You must ensure funds are available in your bank to avoid any potential charges your bank may apply for failed payments. **Please see our charges in section 4 below.**

Psychological and Educational Assessments

- **2.7.** You will receive an invoice for the full amount of the service being provided to you. Fees are due in advance of all appointments and in any case, must be settled at least 48 hours in advance of your first appointment.
- **2.8.** If we do not receive full payment in advance of 48 hours, your appointment(s) may be cancelled.
- **2.9.** In such cases whereby a payment plan has been agreed please refer to section 5 below.

3. Insurance / Legal represented parties / Organisations

- **3.1.** Those clients whose services are funded directly by an insurance company, legal entity or organisation, we will require written authorisation and confirmation that our fees will be paid, and our terms and conditions accepted. An estimate of fees upon request will always be submitted directly to your nominated bill payer and upon instructing us to deliver any services we will consider our terms and conditions have been agreed to in full.
- **3.2.** For all invoices where 3.1 applies our standard terms and conditions for payments made by an insurance, legal entity or organisation will be 30 days from the date of our invoice.
- 3.3. It will be for you the client (receiving services) to ensure any authorisation by an insurance or legal entity covers your fees in full and in the case where a shortfall in what the insurance / legal entity or organisation will pay, you agree to be responsible for any outstanding fees and to settle any invoice by the due date.

4. Charges for outstanding fees

- **4.1.** We reserve the right to charge interest on overdue fees. Our invoices clearly state when payment is due by. Interest continues at the 'daily rate' on the whole of the outstanding debt until settled in full. Interest is charged at a rate of 8% above the late payment reference rate set by The Bank of England.
 - **4.1.1.** For all direct debit payment failures, we will charge a £5 administration fee.
 - **4.1.2.** £10 for each letter / email that is sent to you requesting payment. We will send reminders weekly until payment is received or a maximum of 6 letters have been sent.



- **4.1.3.** £50 Administration Fee if we proceed to make an application to the small claims court to recover our fees.
- **4.1.4.** Further charges may be applied if we instruct a third party to recover the debt on our behalf.
- **4.2.** If you do have difficulty in paying your fees you must notify us straight away so we may discuss with you how best to resolve any difficulty.

5. PAYMENT PLANS

- **5.1.** Payment plans are offered on some of the services provided by the Family Practice Group and may be requested by clients to support payment of some of its services.
- **5.2.** If agreed, a Payment Plan Agreement will be completed between a member of the Family Practice Group and the client.
- **5.3.** Once the agreement has been proposed by the Family Practice Group, read agreed and signed by you the client, you will need to make payments as per the Payment Plan Agreement.
- **5.4.** The client must agree and authorise a Direct Debit with the Family Practice Group. Our Direct Debits are managed by GoCardless and additional information will be sent to you by email informing you how to authorise the direct debit.
- **5.5.** Payments will be scheduled as per the Payment Plan Agreement and will be collected automatically through your Direct Debit.
- 5.6. We do not charge fees for our payment plans. If you fail to maintain payments the full outstanding balance will be due within 28 days of request.
- **5.7.** We reserve the right to withdraw the payment plan at any time should the client not adhere to these terms and conditions. If we do, we will write to you explaining our reason, making a request for the full amount outstanding to be paid. Any outstanding fees must be settled within 28 days from the date of this request.
- **5.8.** We reserve the right to charge interest on overdue fees. Interest continues at the 'daily rate' on the whole of the outstanding debt until settled in full. Interest is charged at a rate of 8% above the late payment reference rate set by The Bank of England.



6. LATE CANCELLATION CHARGES

- **6.1.** A late cancellation is when **following a confirmed** appointment, you fail to attend an appointment or give less than the required notice.
- **6.2.** A confirmed appointment is when you confirm your attendance by any means (in person/email / phone / text message) with the Family Practice Group or any of its Associates following an offer from us or them or any other member of the Family Practice Group for an appointment that includes a date and time.
- 6.3. You must provide us with sufficient notice to cancel or amend your appointments. You can email or telephone reception on 01295 236262 or reception@familypracticegroup.co.uk between the hours of 0930 and 1730 hours Monday to Friday and 0930 and 1330 on Saturday. If you contact us outside of these hours your cancellation or amendment will be treated as being received the following working day. Please note if your appointment is for a Monday, we need to have notification of your cancellation or amendment on Saturday before 13.30. We do not operate on Bank Holidays so please ensure if you need to cancel or amend an appointment you provide us with notice during our working hours.
- **6.4.** For all Therapy, Coaching and Mediation sessions the following charges will apply for late and / or cancelled appointments:
 - 6.4.1. Less than 24 hours' notice the full fee for the appointment will be due
- **6.5.** Psychological Assessments (Autism/Education/Trauma), the following charges will apply for late or cancelled appointments:
 - 6.5.1. Less than 24 hours a cancellation fee of £100 will be due
 - **6.5.2.** If you wish to rebook your appointment, you will be charged the full assessment fee
 - **6.5.3.** Amendments to appointments within 24 hours' notice, a £75 appointment may be charged.
- **6.6.** The Family Practice Group reserve the right to use discretion in extreme circumstances.

7. CONFIDENTIALITY POLICY AND DATA PROTECTION - Summary

- **7.1.** The Family Practice Group has developed its policy for managing data protection based on the General Data Protection Regulation (GDPR). This enhances the responsibility for businesses that obtain, process and store personal and sensitive information. For further details on our 'Managing Data Protection' policy please contact us directly.
- **7.2.** Except as set out in 7.3 and 7.4 below all information provided by you in relation to any service provided by the Family Practice Group is treated as confidential and will not be disclosed or shared to any third party. We will not pass your personal, identifiable information on to third parties though we may share non-identifiable, statistical data with third parties.



- **7.3.** Information provided by you is only shared among Directors / Associates / Employees of the Family Practice Group on a need to know basis to support its delivery of services to you.
- 7.4. You expressly consent to us transferring information in the following circumstances:
 - **7.4.1.** Where we are legally compelled to do so.
 - 7.4.2. Where we have reason to believe that someone, especially a child, is at risk of harm.
 - **7.4.3.** Where there is a duty to the public to disclose.
 - 7.4.4. Where disclosure is permitted by law and required to protect our interest.
 - 7.4.5. Where disclosure is made at your request or with your consent.
 - **7.4.6.** In addition, when you expressly consent, we may transfer information when we consult with other professionals outside of Family Practice Group.
- **7.5.** Where we provide services to children (18 years or under) we will always seek consent from the child's parent or primary care giver to obtain, process, store and share personal identifiable information. We will not unless where 7.4 applies discuss confidential information that is disclosed as part of a child's therapy sessions.
- **7.6.** You the client expressly consent to the Family Practice Group using your/your child's personal and sensitive data, in accordance with the Data Protection Act 2018, for the purposes of delivering services to you, and for managing and quality assuring those services.
- **7.7.** We may collect information via our website or on forms at Family Practice Group. It is our legal duty under the Data Protection Act 2018 to keep your information secure and ensure that the data we hold is accurate, adequate, relevant and not excessive.
- **7.8.** We may collect the following information from you either by data you have supplied on email to us, through our website or from our registration forms:
 - 7.8.1. Name and contact information including address, email address and phone number
 - 7.8.2. Emergency contact information
 - **7.8.3.** Relevant medical information
 - 7.8.4. Services you are interested in receiving from us
- **7.9.** You expressly consent to the Family Practice Group using the information you provide to improve its services.
- **7.10.** Your rights under GDPR and The Data Protection Act 2018 grants you the right to access any data that we have about you. To contact us about our privacy policy or to request information under the Data Protection Act, please contact us at reception@familypracticegroup.co.uk
- 7.11. Your rights also include
 - 7.11.1. To have inaccuracies corrected.
 - **7.11.2.** To have information erased.



- **7.11.3.** To prevent direct marketing.
- 7.11.4. To prevent automated decision-making and profiling
- 7.11.5. Data portability, how we communicate data to you that you have requested
- **7.12.** All digital information is stored securely on restricted access servers with data encryption at rest. The Family Practice Group has an Information Security Policy. Associates and staff are trained to handle personal information securely.
- **7.13.** All access to client records and personal identifiable information is fully audited within the Family Practice Group. Regular security checks are carried out to ensure access to client information is being made appropriately and safely in accordance with our responsibilities under the Data Protection Act.
- **7.14.** Any breach of data involving a client's personal identifiable information is investigated and communicated directly with the individual concerned and where appropriate reported to the Information Commissioners Office for external investigation.
- **7.15.** The Family Practice Group has a nominated Data Protection Officer whose responsibility is to ensure all data is obtained, processed, stored and accessed is done so in accordance with relevant legislation.
- **7.16.** Non-medical personal identifiable information held by us on clients will be retained indefinitely whilst you are regularly receiving services from us. In all other cases, we will retain data for a period of 6 years following our last service delivery. At this point any data held by us will be destroyed including any reports.
- **7.17.** Information and records made by medical health practitioners will be retained as per guidance issued to the National Health Service. Depending on the type of medical record will determine its retention period. More information is available in our 'Managing Data Protection' policy.
- **7.18.** Submissions to <u>www.familypracticegroup.co.uk</u> and associated social media sites including forum posts, comments and ratings posted by members may be visible to other users. You must not submit content, post comments that are in any way offensive, inappropriate, objectionable or that affect the performance of the website or other services provided by the Family Practice Group. The Family Practice Group will remove any comments without notifying the user, and may suspend or remove any member accounts associated with such comments or postings.

8. Attending Appointments – Bloxham Mill

- 8.1. Attending appointments with the Family Practice Group is by appointment only.
- **8.2.** On arrival, please make yourself known to reception so that they may inform us of your arrival.
- 8.3. Please do not bring children (other than if they are to be assessed or seen themselves) to the practice as we have no facilities to supervise them, and children must not be left unattended at any time in the building.
- **8.4.** If you are under the influence of drugs or alcohol you will be asked to leave, and your appointment will be treated as cancelled and you may still be charged.



9. Attending Appointments – Milton Keynes

9.1. We may use different facilities depending on the availability in Milton Keynes. You will always be notified in advance of where your appointment will be with clear direction and instructions on how to find us. We will also notify you in advance of your appointment of any special arrangements with accessing the venue.