

Our aim at Proformance Clinics is to deliver a caring, professional and evidence-based service to our patients. Our Terms and Conditions are there to help you understand how we operate our practice. Please do ask if there is anything you would like further explained or if you have any questions about our services

**By commencing treatment you are deemed to have acknowledged and have agreed to be bound by these Terms & Conditions.**

## 1. The Agreement

This agreement is between the patient (referred to as 'you', 'your' and "client") and Proformance Clinics Physiotherapy (referred to as 'Proformance Clinics, 'we' or 'us'). Where a person as a parent, guardian or attorney arranges treatment on behalf of another under their care, they agree that they will be bound by these Terms. In these circumstances, the references in these Terms to 'you' and 'your' shall include, as well as the patient, the parent, guardian or attorney.

Please read these terms carefully. They provide the basis on which you will be provided goods and services by Proformance Clinics, its staff, contractors and service providers.

Proformance Clinics may update these terms from time to time and you will be notified of any changes that come into effect via one of the following methods:

- in person when visiting the clinic
- via notifications on our website
- via notices within the clinic
- via email to the address that we hold for you (it is the patient's responsibility to ensure that the address that we hold for you is correct).

Terms & Conditions will not be posted to you unless this is specifically requested in writing.

## 2. Rates & payment

Our current standard service rates can be found under the '[Prices](#)' section on our website. All payments are processed via Stripe Ltd Payments Platform. At your first appointment the reception team will add your card details to our Stripe Software data base. Stripe is a PCI Service Provider Level 1 which is the highest grade of payment processing security which we use in the clinic for all payments ensuring full safety of your details.

After your appointment your account will be charged the cost of the appointment and a receipt will be sent to you automatically. If you require an invoice please do let the team know a full invoice will be sent to your email address provided. You can also decide to pay for your session via card or cash payments after your details have been added to stripe for financial control reasons. On these occasions there will not be a charge made via Stripe software for your appointment.

In the nature of an over payment and a refund is required please contact the clinic. For refunds we will need a confirmation of payment for a refund to be made.

## 2.2. Health insurance cover

Proformance Clinics is a registered provider for a number of major health insurance companies: Aviva, AXA, WPA, Vitality, SimplyHealth.

As a service to our clients we currently invoice insurers directly. However, we do reserve the right to ask patients to settle their account directly in full at any time and claim reimbursement from their insurer. **Ultimate liability and responsibility for full payment remains yours at all times.**

Should you wish to use health insurance cover towards the cost of your treatment, you are required to bring the following details to Surrey Hills Physiotherapy at the start of your appointment:

- Health insurance company name and contact details.
- Health insurance policy number.
- Insurance authorisation code.
- The amount of sessions authorised
- The amount of any excess and whether the insurer will claim this back via Proformance Clinics.

It is the patient's responsibility to check the number of authorised sessions for the current course of treatment and the number of authorised sessions in total.

Failure to provide complete and accurate insurance authorisation details prior to the commencement of your course of treatment means that you will be required to pay for treatment (as per our stated fees) prior to or during each session. Proformance Clinics is unable to obtain or confirm policy or authorisation details on your behalf; it is your responsibility to confirm your insurance cover and any potential shortfalls, excess or policy clauses that may affect cover.

Some insurers use care guidelines that may not match the professional medical opinion of our medical professionals. In some cases this may mean that your insurer will not pay for certain elements of your care and in such cases you agree to cover the cost of your care, as per our stated Fees.

Once all authorised treatment sessions have been exhausted you will automatically be transferred onto our standard physiotherapy fees unless prior notification is provided of additional treatment authorisation. Insurers may require an update report from you or your medical professional prior to authorising additional sessions. In all instances it is your responsibility to ensure that further treatment has been authorised and the details provided to Proformance Clinics in full prior to any further appointments. Any appointments undertaken by you without prior notification of authorisation will be charged at our standard fee rate.

**This agreement is between you and Proformance Clinics and you are ultimately responsible and liable for all payments.**

## 2.3. Late payment & outstanding account charges

For accounts outstanding for more than seven days following a clinical session we reserve the right to charge a reasonable administration fee. Failure to settle your account in full or to respond to subsequent invoice reminders may lead to additional administrative charges.

In the case of any funding disagreements between you and your insurer, you remain ultimately responsible for settling your Proformance Clinics account in full within seven days of being notified.

You will be required to settle any outstanding amounts in the event of non-payment or part-payment by the insurer for any reason, including due to an excess, undertaking more sessions than authorised, or due to did-not-attend (DNA) appointments or late-cancellations; regardless of the timescales involved.

### **3. Non-attendance and cancellation**

The minimum cancellation for appointments is **48hrs**. If you cancel within the **48hrs** period of the start time of your appointment then you will be charged the full cost of the appointment via our payment method Stripe. If you do not attend your appointment (DNA's) with out any communication to the clinic; or arrive 10min late then you will be charged the full cost of the appointment again via stripe payment method. Cancellation fees and charges will be authorised by management and all situations of cancellation and DNA's will be taken into consideration

### **4. Administrative & additional charges**

We reserve the right to charge for any additional administrative time other than that which would reasonably be required to fulfil your appointment booking and payment and to communicate with your GP or medical consultant. Such administrative examples include: clinical reports or copies of clinical records, handling of rejected or late payment fees.

### **5. Discharge reports**

As a matter of good practice, and in line with some insurance policies Proformance Clinics may send a report to your general practitioner, consultant or insurance company. Please inform us if you do not wish them to do this.

### **6. Confidentiality & access to medical records**

Proformance Clinics is committed to maintaining strict confidentiality and protecting your personal information. Please refer to the Privacy Policy on our website for full details on what information we store, how we store it and why. We agree to provide access to your medical records on receipt of a signed and dated medical records access request under the Data Protection Act.

### **7. Contact details**

It is important that you keep us updated of any changes in your contact details. We cannot be held liable should you fail to update us regarding any changes to your contact details including name, mailing address, telephone numbers or email address.

### **8. Your property**

Clinic areas can be busy environments. Whilst we will take all reasonable care to ensure the safety of your belongings, Proformance Clinics does not accept any responsibility for the theft or loss of, or damage to, any of your or your visitors' property.

### **9. Offers & promotions**

Discounted, promotional and early-bird offers must be paid for in advance and cannot be cancelled, are non-transferable and non-refundable. Discounted offers cannot be used in conjunction with any other offer or discounted package and may be for specific dates/times only. Please also note that discounts are not applicable to patients using medical insurance as a means of payment.

## 10. External links

External links are clickable links to other websites. Although this website only looks to include professional, quality, safe and relevant external links, users are advised to adopt a policy of caution before clicking any external web links mentioned throughout this website.

## 11. Social media

Communication, engagement and actions taken through external social media platforms that this website and its owners participate on are custom to the terms and conditions as well as the privacy policies held with each social media platform respectively.

Users are advised to use social media platforms wisely and communicate / engage upon them with due care and caution regarding their own privacy and personal details.

## 12. Further Information & external privacy policies

[Data Protection Act 1998](#)

[Privacy and Electronic Communications Regulations 2003](#)

[Privacy and Electronic Communications Regulations 2003 – The Guide](#)

[Twitter Privacy Policy](#)

[Google Privacy Policy](#)

[Linkedin Privacy Policy](#)

[Mailchimp Privacy Policy](#)

## 13. Information & materials

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

## 14. Complaints procedure

If you have a complaint that refers to Proformance Clinics please put this into writing and send it to [info@proformanceclinics.com](mailto:info@proformanceclinics.com)