

# Terms for medico-legal physiotherapy

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## 1 Parties and purpose

These terms govern business referrals for physiotherapy assessment, rehabilitation and medico-legal reporting. The provider is NEXUS PHYSIOTHERAPY CLINIC LTD, trading as Nexus Physiotherapy (Nexus). The client is the organisation named in the completed Service Schedule (Client). The person referred for care is the Patient.

A completed Service Schedule records the services, prices and operational arrangements agreed with that Client. It forms part of the agreement when accepted by authorised representatives of both parties. The schedule must be completed before this document is used for referrals.

## 2 Agreement and priority

The signed Service Schedule takes priority over these general terms where it expressly records a different arrangement. Nexus accepts an individual referral by written confirmation identifying its funding authority and the agreed service. A referral request alone does not commit Nexus to provide care.

Any amendment must be agreed in writing by authorised representatives. A purchase order or referral form does not change the agreement unless Nexus expressly accepts that change. Terms for patients who pay privately are handled separately.

## 3 Scope of services

Services may include clinic or remote assessment, treatment, rehabilitation advice and the reports specified in the schedule. Visit length, delivery method, location and any accessibility requirements are agreed before booking. Clinical assessment determines whether the service is appropriate.

Independent expert witness opinions, court attendance, extensive records review, workplace visits and specialist functional assessments require separate written acceptance and pricing. A routine treatment report is provided for the purpose agreed in the referral.

## 4 Referral and funding information

The Client supplies accurate patient contact details, the reason for referral, relevant clinical and work information, the named case manager or Client contact, and any communication or accessibility needs. The referral must identify the legal organisation responsible for payment, its billing contact, reference or purchase order, and the authorised session limit or budget.

The Client must have appropriate authority to make the referral and share the information supplied. It must explain the referral and intended reporting to the Patient. Nexus verifies consent and clinical suitability when providing care. Capacity concerns, safeguarding information and representative arrangements should be flagged before booking.

Nexus requests written approval before delivering chargeable work beyond the agreed budget or session limit. If approval is delayed, the parties agree the next step while protecting continuity of care. This agreement does not transfer an unfunded amount to the Patient without a separate informed agreement.

## 5 Clinical judgement and consent

Clinicians exercise independent professional judgement. Funding decisions or reporting requests do not determine the clinical findings, treatment plan or discharge recommendation. Nexus may recommend another service, decline unsuitable work or arrange an appropriate clinical handover.

Treatment requires valid consent. The Patient may decline or withdraw consent. Consent to treatment does not by itself authorise disclosure of a full clinical record to an employer, solicitor, insurer or case manager.

## 6 Reports and additional work

The schedule identifies the initial, interim and discharge reports required, their purpose and recipients, their format, and whether their cost is included or separately charged. Routine reporting may cover clinical findings, functional limitations, progress, recommendations and the agreed rehabilitation or work questions.

Nexus agrees the scope and price of bespoke questionnaires, extra reports, substantial amendments and additional professional meetings before carrying them out. A correction of an error made by Nexus is provided without a further report fee.

Delivery targets depend on completed assessment, necessary information and a lawful basis for disclosure. Nexus tells the Client promptly when a target is at risk and provides a revised estimate. Reports reflect the information and clinical position at the time they are prepared; new evidence may require a further assessment.

## 7 Fees and authorisation

Fees are agreed privately with the Client and recorded in the completed Service Schedule. The initial assessment includes its routine report. Routine interim reports, where required, and the discharge report are included in the course fees. A discharge report alone does not create an additional appointment charge.

The Service Schedule records the agreed rates and any expressly agreed variation. No separate fee or duplicate charge applies to routine reports included in the course. Bespoke reports and other additional work require a separate written quote and authorisation before the work is performed.

Travel, interpreters, home or workplace visits and other additional costs must be quoted and authorised before they are incurred. Fees are assessed for their correct VAT treatment. VAT is added only where legally chargeable, at the applicable rate, and is identified on the invoice.

## 8 Invoices and payment

The Client is responsible for paying the services it authorises, including when an insurer, employer or another party funds the case. Payment is not conditional on settlement of a legal claim or the Client receiving funds from someone else, unless the signed schedule expressly provides otherwise.

The standard arrangement is invoicing following discharge, with payment due within 30 calendar days of the invoice date. The schedule records the billing contact and required references, and may expressly agree a different arrangement. Invoices identify the agreed services and charges without unnecessary clinical detail.

The Client should raise a genuine invoice query promptly, identifying the disputed item and reason. The parties work to resolve it and undisputed amounts remain payable on the agreed date. Nexus may claim statutory late payment interest and recovery costs where available under applicable law.

## 9 Cancellations and missed appointments

The schedule records the notice period, how cancellation notice is given and received, and any agreed late cancellation or non-attendance fee. A charge is applied only to an event covered by that agreed policy. The Client and Patient are told the policy before the first appointment.

Nexus records attendance and lets the Client know where a missed appointment affects the authorised course. Rebooking, continued funding and any repeated non-attendance are agreed with the Client. If Nexus cancels an appointment, no cancellation fee is charged and an alternative is offered where practicable.

## 10 Changes to prices and services

A revised price or policy must be agreed in writing before it applies. Unless both parties expressly agree otherwise, revisions apply to new referrals accepted after the agreed effective date. An accepted referral retains its agreed prices, inclusions and funding limits unless expressly varied in writing for that referral.

## 11 Confidentiality and health information

Both parties protect confidential information and share only what is necessary for the agreed purpose. Nexus explains intended report sharing to the Patient, records appropriate confidentiality consent or other lawful authority, and observes professional duties and applicable data protection law. Required safeguarding or other lawful disclosures are handled separately.

Disclosures use the authorised recipient and an agreed secure method; a change of recipient must be verified.

The parties identify and document their data protection roles for each activity. Nexus generally makes its own decisions about clinical records and acts as a controller for those records. A referral does not automatically make Nexus the Client's processor. Any necessary data sharing or processing agreement is completed before the relevant transfer.

Each party maintains appropriate privacy information, security and retention arrangements, handles rights requests relating to its records, and alerts the other promptly to a relevant information security incident. Records are retained or destroyed under applicable law, professional requirements and the applicable retention policy. Ending the commercial agreement does not remove a Patient's rights.

## 12 Quality complaints and liability

Nexus provides services with reasonable skill and care through appropriately qualified clinicians. An assessment or treatment plan cannot guarantee recovery, a particular return to work date, or the outcome of a legal or insurance decision. Concerns should be raised through the contact named in the schedule so they can be investigated.

Nothing in this agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot lawfully be excluded or limited. Any other liability limit must be expressly agreed in the schedule after legal and insurance review. These terms set no automatic financial liability cap.

## 13 Suspension termination and general terms

Either party may stop future referrals by giving the notice agreed in the schedule. A material breach should be notified in writing with a reasonable opportunity to remedy it where possible. Urgent action may be taken where required for safety or legal compliance. Outstanding authorised fees remain payable, and any ongoing care is managed with appropriate notice and handover.

Formal notices use the contacts and delivery method in the schedule. Email notice is received on the next working day after successful delivery, unless a delivery failure is notified. Working days exclude weekends and bank holidays in England and Wales.

A disruption outside a party's reasonable control should be notified promptly, with steps to reduce its effects and agree alternatives. The parties first seek to resolve a dispute through their named contacts. These terms and the completed schedule contain their agreement for the specified service. England and Wales law governs it, and the courts of England and Wales have jurisdiction, subject to any mandatory law.

# Service Schedule

Complete this schedule for each Client. All fees, inclusions and targets require agreement before acceptance.

|                                       |                                   |
|---------------------------------------|-----------------------------------|
| Client legal name                     |                                   |
| Company number if applicable          |                                   |
| Billing address                       |                                   |
| Agreement reference                   |                                   |
| Effective date for new referrals      |                                   |
| Pathway and delivery method           | Medico-legal clinic physiotherapy |
| Report purpose and referral questions |                                   |

## Agreed appointment and report fees

| Service                             | Minutes if applicable | Fee GBP      |
|-------------------------------------|-----------------------|--------------|
| Initial assessment and report       | 30                    |              |
| Follow up treatment                 | 30                    |              |
| Discharge appointment if required   | 30                    |              |
| Routine initial report              | N/A                   | Included     |
| Routine discharge report            | N/A                   | Included     |
| Routine interim report if required  | N/A                   | Included     |
| Bespoke reports and additional work | By agreement          | By quotation |

|                                      |                                                   |
|--------------------------------------|---------------------------------------------------|
| Reports included in session fees     | Initial, routine interim and discharge reports    |
| Extra report scope and authorisation | Separate written quote and authorisation required |
| VAT treatment for agreed services    |                                                   |

Routine reports are included. A discharge report alone does not create a discharge appointment fee. All fees are base amounts; VAT is added only where legally chargeable.

# Service targets and acceptance

## Referral and reporting arrangements

|                                         |  |
|-----------------------------------------|--|
| Funding limit and approval contact      |  |
| Referral acknowledgement target         |  |
| First appointment target                |  |
| Initial and discharge report targets    |  |
| Report format and authorised recipients |  |
| Secure referral and report delivery     |  |

## Payment cancellation and notice

|                                         |                                                   |
|-----------------------------------------|---------------------------------------------------|
| Invoice timing and billing contact      | Following discharge; billing contact to be agreed |
| Payment deadline                        | 30 days from invoice date                         |
| Cancellation notice and receipt method  |                                                   |
| Late cancellation and missed visit fees |                                                   |
| Termination notice period               |                                                   |

## Governance and agreed variations

|                                        |  |
|----------------------------------------|--|
| Formal notices contacts and method     |  |
| Data sharing contacts and appendix     |  |
| Complaints and escalation contacts     |  |
| Liability limit following legal review |  |
| Other expressly agreed variations      |  |

## Acceptance by authorised representatives

The completed Service Schedule and general terms are accepted together. Confirm authority and complete all necessary commercial fields before signing.

### For Nexus

Name and role

Signature \_\_\_\_\_

Date

### For the Client

Name and role

Signature \_\_\_\_\_

Date