



## The Centred Occupational Therapy Practice Ltd

Rhona Harkness  
Occupational Therapist and Director

Services Schedule	
Name of Client	Date of Contract
Service Description to be undertaken by The Centred OT Practice Ltd:	
Service Costings: £	

### Terms and Conditions together with the above Services Schedule Contract of Agreement: Services for You

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The Centred Occupational Therapy Practice Ltd is located at 7 Ladylands Terrace, Selkirk, TD7 4BB. (“**The Centred Occupational Therapy Practice Ltd**”, “**The Centred OT Practice**”, “**We**” or “**Us**” or “**Our**”). The Centred OT practice has an additional trading arm of the Equi-OT.

The Centred OT Practice Ltd is committed to maintaining the highest professional standards; Occupational Therapist and Director of this company, Rhona Harkness is registered and regulated by the Health and Care Professions Council (HCPC), and The Royal College of Occupational Therapists (RCOT) and will use reasonable skill and care in providing you with services.

The Centred Occupational Therapy Practice Ltd enhances individual’s health and wellbeing thus enabling improved engagement in meaningful everyday activities by providing innovative occupational therapy lecturing, training and resources. All lectures, training and resources can be booked and accessed directly through Our website (“**OT Services**”) or directly via email [rhona@thecentredotpractice.co.uk](mailto:rhona@thecentredotpractice.co.uk).

The Equi-OT is a trading arm of The Centred Occupational Therapy Practice Ltd. The Equi-OT works in partnership with horses to deliver innovative, premium quality occupational therapy lectures, training and coaching to enhance human health and wellbeing. All lectures, training and coaching can be booked and accessed directly

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through Our website (“**Equi-OT Services**”) or directly via email [rhona@thecentredotpractice.co.uk](mailto:rhona@thecentredotpractice.co.uk).

These Terms and Conditions cover both the OT Services and Equi-OT Service as applicable, collectively referred to as the “**Services**”.

## **Terms and Conditions**

### **1. Definitions**

In this agreement **The Centred OT Practice Ltd** is the service provider **you/client** means the person detailed in the Services Schedule above.

**Intellectual Property Rights:** copyright and related rights, trademarks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets, as defined under clause 6 below) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

### **2. Agreement**

These Terms and Conditions together with the Services Schedule form the Agreement between us and set out the terms and conditions upon which The Centred OT Practice Ltd will provide you with the Services outlined in the Service Schedule (see clause 3 below) and any future services unless and until this Agreement is superseded. This Agreement including any references made herein constitutes the entire agreement between you, the client, and The Centred OT Practice Ltd.

### **3. Provision of Services**

Following initial consultation, The Centred OT Practice Ltd will provide you with the Services highlighted in the Services Schedule above, these are briefly, yet not exhaustively described. By signing this document, you consent to the Services being provided to you at the stated price within this document as amended from time to time pursuant to clause 4 below.

Unless otherwise specified, or unless agreed with you in writing, The Centred OT Practice Ltd will not provide any other Services. The Centred OT Practice Ltd will look to discuss with you the various service options available to you, with the costings so that you can make informed choices regarding your service options.

#### 4. Fees, Payment and Records

The Centred OT Practice Ltd will always give you an indication of the total fee payable by you for the Services being provided. Please note that The Centred OT Practice Ltd reserves its right to increase the fee payable by you at any time (1) if the Services change (2) for any other reason which, in The Centred OT Practice Ltd sole discretion, The Centred OT Practice Ltd determines yet will always acting reasonably. If the fee does increase, and you decide that you no longer wish to continue to receive the Service, the only sum payable by you will be in respect of such Services as have already been provided to you.

Invoices will be issued for all Services undertaken. You will be advised of the cost owed in advance of each session. Payment is due immediately or as otherwise agreed at the sole discretion of The Centred OT Practice Ltd. Payments by electronic bank transfer are accepted. Account details are Starling Bank, Account Name: The Centred OT Practice Ltd, Sort Code: 60-83-71 Account Number: 07153386. **IMPORTANT: please use the reference provided on your invoice.**

Clients using private health insurance are responsible for settling the invoice and then claiming reimbursement from the company concerned. It is advisable to check the level of your cover before agreeing to the Services. Please note that The Centred OT Practice Ltd is not a registered BUPA provider and that, should the insurance company decide not to meet the costs, you are obliged to do so pursuant to this Agreement.

#### 5. Obligations to You

If you are not able to attend your session/training, please remember that others may be waiting for the Service. Please contact via phone or email as soon as you can to cancel. You will not be expected to pay for the session/training if it is cancelled before 8.00am on the day of the appointment. If the cancellation **is made after 8am** on the day of the appointment, or you fail to attend, then you will be charged 50% of the fee to cover the costs of planning, time and/or travel.

The Centred OT Practice Ltd has complied with all relevant legislation and regulations in respect of the Services. The Centred OT Practice Ltd confirms that it has in place all the necessary insurances, professional bodies, and authorities.

The Centred OT Practice Ltd is registered on the Information Commissioner's Office (ICO) Register registration number **ICO: ZB258389**, and Occupational Therapist, and Director, Rhona Harkness is registered with the Health and Care Professions Council (HCPC) registration number: **OT35226**, and the Royal College of Occupational Therapists (RCOT) registration number: **BT0219979**. Please see

The Centred OT Practice Ltd Data Protection, GDPR Privacy Notice Form and Policy, and Cookies Policies which form part of this Agreement.

## **6. Confidentiality**

Confidential Information: means any information in any form or medium obtained by or on behalf of either party from or on behalf of the other party in relation to the Services provided under these Terms and Conditions which is expressly marked as confidential or which a reasonable person would consider to be confidential, whether disclosed or obtained before, on or after the date of these terms and conditions, together with any reproductions of such information or any part of it.

The parties agree that they are subject to confidentiality obligations in respect to Confidential Information under these Terms and Conditions.

With regard to Personal Data, the Centred OT Practice Ltd shall ensure that persons authorised to Process the Personal Data in accordance with these Terms and Conditions are subject to binding obligations of having committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

## **7. Your Obligations to The Centred OT Practice Ltd**

You agree that The Centred OT Practice Ltd will provide the Services to you and you agree to make the payment in terms of clause 4.

To provide a comprehensive service to you, it is important that you provide all necessary information relating to your reason for accessing the Services and you hereby agree to do so.

## **8. Limitation of our Liability**

8.1 To the extent permitted by law, The Centred OT Practice Ltd shall not be held liable to you or any third party for any loss, injury, or damage.

8.2 This clause prevails and sets forth Our entire Liability, and your sole and exclusive remedies, in respect of performance, non-performance, purported performance, delay in performance or mis-performance of the Agreement between us.

8.3 Subject to clause 8.1 The Centred OT Practice Ltd does not accept and hereby excludes any liability. For the avoidance of doubt, The Centred OT Practice Ltd excludes any Liability in respect of any:

- (i) indirect or consequential losses, damages, costs or expenses;
- (ii) loss of actual or anticipated profits;
- (iii) loss of contracts;
- (iv) loss of use of money;
- (v) loss of anticipated savings;

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- (vi) loss of revenue;
- (vii) loss of goodwill;
- (viii) loss of reputation;
- (ix) loss of business;
- (x) ex gratia payments;
- (xi) loss of operation time;
- (xii) loss of opportunity;
- (xiii) loss caused by the diminution in value of any asset; or
- (xiv) loss of, damage to, or corruption of, data;

whether or not such losses were reasonably foreseeable, or We or Our agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, Clauses 8.3(i) to 8.3(xiv) (inclusive) apply whether such losses are direct, indirect, consequential, or otherwise.

8.4 Subject to clause 8.1, our total aggregate liability arising out of or in connection with all claims in aggregate (including warranty claims and losses relating to the breach of warranty) shall be limited to the greater of:

- 100% of all amounts paid in aggregate, by You to Us under this Agreement between us in the 12 months prior to the date on which the claim first arose;  
or
- £1,000.

The limitation of Liability under this clause 8.4 has effect in relation both to any liability expressly provided for under this Agreement including any liability arising by reason of the invalidity or unenforceability of any term of these Terms and Conditions.

You acknowledge and agree that We only provide the Services to You on the express condition that we will not be responsible, nor shall we have any liability (subject to clause 8.1) directly or indirectly for any act or omission of You or any third party.

## 9. Indemnity

You shall indemnify and hold The Centred OT Practice Ltd harmless against all liabilities, costs, expenses, damages, and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties, fines and legal and other reasonable professional costs and expenses) suffered or incurred by The Centred OT Practice Ltd arising out of or in connection with any breach by You under this Agreement. This indemnity shall apply whether or not you have been negligent or at fault.

## 10. Termination

This agreement shall continue until The Centred OT Practice Ltd have received payment from you in respect of all invoices properly submitted to you.

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We may terminate this Agreement between us in relation to the provision of Services at any time by giving You not less than 30 (thirty) day's notice.

We may provide You with immediate Notice to terminate this Agreement entered into between Us in the event that You:

- a) do not make any payment to Us when it is due, and you still do not make payment within 14 (fourteen) days of Us reminding you that payment is due;
- b) do not, within a reasonable amount of time of Us asking for it, provide Us with information that is necessary for Us to provide the Services;
- c) are in breach of any of Your obligations under this Agreement;
- d) are unable to pay Your debts when they fall due;
- e) have a petition for administration or winding up proceedings;
- f) have a receiver or manager appointed over any of Your property or assets;
- g) are the subject of a bankruptcy petition;
- h) enter into any composition with creditors generally; and/or

#### Event Outside Our Control

We may terminate these Terms and Conditions and/or any Booking entered into under the same in accordance with Clause 15.2.

## 11. Intellectual Property Rights

**What We own:** You acknowledge that The Centred Occupational Therapy Practice Ltd owns all Intellectual Property Rights in the Services and any rights arising out of any works arising in connection with the Services;

The Centred Occupational Therapy Practice Ltd grants to you a non-exclusive non-transferable licence to use the Services to the extent necessary for you to receive the provision of the Services from us.

The Centred Occupational Therapy Practice Ltd is the absolute legal and beneficial owner of the name, logo and any other name or logo owned by the same and used by The Centred Occupational Therapy Practice Ltd from time to time ("The Centred Occupational Therapy Practice Ltd Trademarks"). Please also note that you shall not have any right to use or reproduce any The Centred Occupational Therapy Practice Ltd Trademark save for a licence expressly granted either pursuant to this Agreement or applicable policies and procedures.

## 12. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of Scotland. Any dispute arising out of the interpretation, validity, or performance of, or otherwise in connection with this agreement shall be submitted to the exclusive jurisdiction of the Scottish Courts.

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This Agreement is personal to You. You may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with this Agreement and/or any Services entered into under the same or any right, benefit, or interest under it, nor transfer, novate or sub-contract any of your obligations under it, without Our prior written consent (such consent not to be unreasonably withheld or delayed).

**Notices** shall be in writing, addressed (as applicable) to Us at our registered office or addressed to You at such address as you may have specified to Us from time to time, and shall be delivered by email, personally, sent by pre-paid first-class post, recorded delivery or commercial courier.

A notice shall be deemed to have been received: if sent by email or delivered personally, when sent or left at the last notified address provided done on a Business Day during Business Hours. If not, the next Business Day shall be the date of receipt. If sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; and, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed provided done on a Business Day during Business Hours. If not, the next Business Day shall be the date of receipt.

#### **Contract of Agreement: Client to Sign**

I have read and agree with the provisions of this Agreement and by signing this Agreement I consent for **The Centred OT Practice Ltd** to carryout the Service as agreed herein above:

**Signature:** \_\_\_\_\_

**PRINT Name:** \_\_\_\_\_

**Address:**

\_\_\_\_\_

\_\_\_\_\_

#### **Cancellation Rights**

You have the right to cancel this contract within seven calendar days starting from the Date of Contract.