



Terms and Conditions

The following document outlines the terms and conditions upon which 'you' (the 'client' 'patient' 'service user' or 'commissioning service') agree to enter business with Juniper Tree Therapy Ltd (or 'we' hereafter).

The term 'appointment' or 'session' refers to any therapist-client or therapist-professional direct or indirect contact.

1.0 Assessment(s)

1.1. Initial Consultation

- 1.1.1. Initial consultations are offered via telephone for up to 30 minutes without charge or obligation to proceed further.
- 1.1.2. 'Contact' i.e. face to face consultations, observations (including via video link or analysis of footage) are charged per hour. The aim of initial consultations is to identify which, and indeed if, assessment is indicated or signpost to alternative services.

1.2. Profiling Assessment

- 1.2.1. The profiling assessment is a comprehensive screening assessment designed specifically for referrals which are considered to be complex (defined as presenting with issues influencing more than one 'setting'). The profiling assessment aims to identify an appropriate assessment and intervention pathway and make recommendations accordingly with feedback relating to regulation of arousal. We will not provide recommendations for further clinical assessment without prior agreement of funding for assessment and intervention.
- 1.2.2. The profiling assessment consists of up to 8 hours work including background information gathering, profiling assessment questionnaire and consultation with caregiver(s) and a profile meeting (usually in locality) and where possible; blind video analysis. Travel time fees and expenses are in addition and will be detailed and agreed in a quote prior to work commencing. Additional time requirements will be advised of and charged at the hourly rate.

1.3. Clinical Assessment

- 1.3.1. A clinical assessment will take place in either a clinical, home or school setting as appropriate. Clinical assessments are 2 hours in duration with parent(s)/carer(s) present and includes report writing with recommendations. Locality assessments are subject to travel time fees and expenses and will be quoted and agreed prior to confirmation of booking.
- 1.3.2. The therapist may ask to assess the child with or without one or both parent(s)/carer(s) present at different stages of the assessment.
- 1.3.3. The assessment may be shortened or split at the discretion of the therapist (for example in the case of a younger child). Locality-based assessments cannot be split due to additional travel expense, unless pre-agreed.
- 1.3.4. If you have any questions or concerns regarding the assessment, please contact your allocated therapist at least 48 hours prior to the assessment to discuss.

1.4. Clinical Assessment (incl. School / Home or Community visit)

- 1.4.1. A Clinical Assessment (1.3) plus an additional locality site visit (for example clinical assessment plus school observation). The additional 'half-day' visit is up to 4 hours and includes time for additional reporting and feedback to professionals (e.g. residential carer or class teacher).
- 1.4.2. The assessment is subject to additional travel time fees and expenses and will be quoted and agreed prior to confirmation of booking.



- 1.4.3. In cases of additional complexity additional visits may be required. In such cases we will discuss this with you. Fees will be quoted and agreed prior to confirmation of booking.

1.5. Confirmation of Appointments

- 1.5.1. We will provide a copy of the Terms and Conditions, Fees and Assessment and Therapy 'Agreement Contract' via email with an appointment offer.
- 1.5.2. Written confirmation either in writing or via email of the date and time of an assessment appointment will constitute acceptance of the assessment booking and agreement to these terms and conditions.
- 1.5.3. Terms and Conditions and a Copy of the 'Agreement Contract' must be signed and returned to Juniper Tree Therapy Ltd prior to the appointment taking place.

2.0 Intervention(s)

2.1 Intervention Sessions

- 2.1.1. Recommendations for intervention sessions are based on assessment findings. If assessment has been completed by a third party, we will review to inform whether this is sufficient to proceed with Intervention Sessions, or whether further assessment is required. Intervention sessions include up to 15 minutes per session of direct therapy time for note writing/ administration in line with our Professional duties and responsibilities.
- 2.1.2. Intervention sessions include but are not limited to the following: direct therapist-child sessions, consultation advice and recommendations and/or training for other professionals or key adults such as parents, key workers and class teachers, Parent-Child-Engagement and Feedback sessions.
- 2.1.3. Intervention will not commence until assessment fees are paid in full.
- 2.1.4. Intervention 'sessions', 'treatment blocks' or 'programmes' are charged based on the hourly rate and will be quoted and agreed prior to confirmation of booking. Intervention sessions, treatment blocks or programmes are subject to travel time fees and expenses if delivered in locality.

2.2 On-going Evaluation and Follow-up Reviews

- 2.2.1. Intervention sessions, including whereby a 'block' or 'programme' of intervention has been agreed initially, are reviewed on a session by session basis. The therapist reserves the right to withdraw or postpone intervention if it is deemed that the intervention is no longer needed, appropriate or in the best interest of the child/service users.
- 2.2.2. Each intervention period or programme will include collaborative goal setting and be reviewed with a follow-up review appointment which will be detailed in the contract.
- 2.2.3. Where possible and appropriate interventions will typically run over 3 or 4-month periods or annually and be reviewed on either a termly or half-termly basis.

2.3 Equipment and Consumables

- 2.3.1. Consumable items and equipment will be required to be purchased by 'you' for intervention unless belonging to the therapist and accessed during direct contact sessions or unless stated and agreed that the equipment is included within the 'intervention package.'

3.0 Cancellation Policy

3.1 Cancellation Procedure

- 3.1.1. Appointments can be cancelled via telephone call or email. If you have direct contact details for your allocated therapist, it is appreciated if you are able to notify them directly. However, this **must** be accompanied by either a telephone call to the main Juniper Tree Therapy Ltd contact number or an email to 'info@junipertreetherapy.com' to constitute a cancellation.



- 3.1.2 There is no charge for cancellations made up to two working days (Monday-Friday) For example an appointment for 09:00 on a Wednesday must be cancelled before 09:00 on the preceding Monday.
- 3.1.3 Any weekend appointments must be cancelled before 09:00 on the preceding Thursday.
- 3.1.4 When cancellations are made one working day prior to the appointment a 50% fee will be charged.
- 3.1.5 Cancellation or failure to attend on the day of the appointment will result in the full fee being charged.
- 3.1.6 Cancellation of appointments in locality will be subject to any pre-paid transport fees such as rail or air fares.
- 3.1.7 We understand that circumstances can change unexpectedly and therefore will try, where possible to accommodate and rearrange cancelled appointments, however we cannot guarantee this.

3.2 Adverse Weather Policy

- 3.2.1 If the therapist is unable to attend the appointment due to adverse weather every effort will be made to re-arrange as quickly as possible.
- 3.2.1.1 If the therapist is able to attend the appointment, any required cancellation by the client / service user is subject to the terms in 3.1 (above) apply.
- 3.2.2 If the location of the appointment is either closed or inaccessible for both parties it is required for a reasonable attempt to secure an alternative venue to be made or an alternative appointment to be arranged.

3.3 Absence and Illness

- 3.3.1 In the event that your or your child's therapist is absent from work or unable to attend an appointment effort will be made to allocate an alternative therapist if this is appropriate for the individual. If this cannot be accommodated the session will be re-arranged without additional charge.
- 3.3.2 With regards to vomiting bugs and diarrhoea, The Juniper Tree Therapy Ltd operates a 48-hour symptom-free policy. You will not be charged, and your session will be re-arranged in the event of therapist illness.

4.0 Fees and Payment

- 4.1 Fees are detailed in the 'Fees' document and based on an hourly rate for professional time.
- 4.2 Session fees do not include any reports or equipment provided which will be invoiced separately.
- 4.3 Any consultation or administration outside of allocated sessions will be charged in line with the hourly rate. This includes but is not limited to completion of PIP/DLA forms, telephone consultations and inter-professional liaison.
- 4.4 Therapy plans and programmes are charged based on the time to complete them at the hourly rate.
- 4.5 Attendance at case reviews, meetings and written reports can be provided at an additional charge, travel charges will apply.
- 4.6 Travel charges are calculated on a return basis using a route planner.
- 4.7 Invoices are issued on a monthly basis and full payment is required within 14 days. The preferred method of payment is via electronic transfer. Bank details can be found on the invoice. Please contact Juniper Tree Therapy Ltd if an alternative method of payment is required. This will be agreed prior to confirmation of appointments. Unfortunately, card payments cannot be taken.



4.8 Additional fees incurred such as international transaction fees, PayPal, or credit card fees are transferable to the client.

5.0 Failure to Pay and Late Payments

5.1 If payments are not made on time interventions will be terminated and not reinstated until full payment is made.

5.2 Intervention cannot proceed until assessment fees are paid in full.

5.3 Unless specifically agreed, payment of our invoices are due within 14 days from the date of the invoice. If payment is not received within 14 days we reserve the option to charge interest on the outstanding balance, at a rate not exceeding 8% over the relevant bank base rate for the period from 14 days after the relevant invoice date up to the date of payment. Any decision to charge interest will be notified to you in writing.

6.0 Data Protection

6.1 Juniper Tree Therapy Ltd needs to collect and process client's personal data in order to be able to best provide the Occupational Therapy services. Personal data may be processed for Contractual and Legal reasons, in addition to processing for which Consent is given. All personal data will be managed in accordance with the General Data Protection Regulation. Our Privacy Statement is attached to these Terms for your information.

7.0 Complaints

7.1 Juniper Tree Therapy Ltd intends to deal with complaints from clients or service users fairly and effectively in order to preserve your goodwill even if things have gone wrong. If we make a mistake we will admit it honestly, apologise, make arrangements to prevent a repetition of the mistake and, in appropriate circumstances, compensate you.

7.2 Should there be any aspect of our service with which you are unhappy please raise your concern in the first place with your allocated therapist. If you still have queries or concerns, please contact Nick Smith on 07739310088 or email nick@junipertreetherapy.com

7.3 If Nick Smith is your allocated therapist and you would prefer to speak to somebody else please contact Emma Shedlow on 07494174777 or via email at: emma@junipertreetherapy.com

7.4 Our complaints procedure is available on request.

7.5 If you are dissatisfied with our handling of our complaint you can contact the Citizen's Advice Bureau regarding complaints relating to business matters or, in relation to concerns regarding clinical practice the HCPC.



Privacy, Data Processing and Protection Policy

Professionally we are obliged to comply with the Data Protection Act 2018 and the General Data Protection Regulation [GDPR] in respect of information held about you, and your child, as our client or service user. Providing a safe, reliable and effective service requires us to process and store a range of personal data.

The purpose of this consent document is to outline how we will use your information.

Juniper Tree Therapy 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 Juniper Tree Therapy, you can be assured that it will only be used in accordance with this Privacy Statement.

NAME AND CONTACT DETAILS OF THE DATA CONTROLLER

Nick Smith - Director

T: 07739310088

E: nick@junipertreetherapy.com

P: PO Box 501, Leeds, LS17 1LL

Why We Collect and Process Your Data

- Contract – By undertaking our services, we have a contract in place with you, which requires us to process your personal data in order to meet that contractual obligation.
- Legal Obligation – as healthcare professionals, we are required to keep appropriate clinical records by law.
- Consent - We ask for your consent to process your data in certain ways, such as sharing it, or using videos for training purposes.

We collect personal information because, by agreeing to undertake our services, we have a Contract in place with you, for which we require personal details in order to provide an effective specialist occupational therapy service. We also have a Legal Obligation to keep clinical records. We will ask for your Consent with regards to certain data processes, such as sharing personal data with third parties.

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.

We may collect the following information:

- Name;
- Date of birth;
- Contact details (phone, email, address);
- Parent/Guardian/significant family members/carers names, contact details (phone, email, address) and relationship to client;
- Personal health and lifestyle information, including reports and letters from healthcare professionals;
- Educational plans;
- Child Services Records / Court Orders;
- Employer or School information;
- Photographs / Video

What we do with the Information we Gather and What is it Used For

We collect personal information so you as a client, or as the person[s] with parental responsibility [PPR] of the client are identifiable on their care record. Care records include any reports and background information received, video, audio or photographic recordings, hand or electronically recorded notes relating to the therapy process and treatment programme.

We also require personal information for the purposes of:

- Communicating with you/ your representative regarding your/ the client's treatment
- Creating fully informed reports and treatment plans

email: info@junipertreetherapy.com **look:** www.junipertreetherapy.com **call:** 0113 3280208

write: PO Box 501, Leeds, LS17 1LL **visit:** Suite 3 LS17 Business Centre, Alwoodley, Leeds, LS17 7RG

registered address: 12A Stringer Mallard, Montpellier Parade, Harrogate, HG1 2TJ **Company No:** 11233324



- Professional record keeping of client information
- Provision of Occupational Therapy services
- Sharing your information with relevant parties or health professionals, when necessary, with your consent or as required by law

Sharing of Information and Disclosures

We may disclose information about you to any of our employees or subcontractors insofar as reasonably necessary to facilitate the therapeutic process. This may include referrals to other services.

In addition, we may disclose information about you:

- a. To the extent that we are required to do so by law;
- b. In connection with any legal proceedings or prospective legal proceedings; and/or
- c. in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

We will not provide your information to third parties without your express permission.

Recordings may be shared with an external organisation for transcription as part of the therapeutic process. Recordings sent for transcription will not include identifiable information other than any shared in the interview such as your first name.

Video, Photographic, and Audio Data

As part of the therapeutic assessment and intervention process we use video, photographic and audio recordings for the following reasons; to focus on conversing during consultations and reduce the need for note taking, for clinical analysis after sessions take place in order to inform intervention planning and also give visual feedback to parents and other professionals.

You may ask for recording devices to be switched off at any time and for recordings and images to be deleted.

Juniper Tree Therapy is dedicated to Continuing Professional Development and supporting Evidence-Based Practice. We take an active role in clinical and academic research in order to help contribute to this. We provide training both as a part of the service offered by Juniper Tree Therapy, and on behalf of other organisations such as Sensory Attachment Intervention Consultancy (www.sensoryattachmentintervention.com) for parents, other Health, Social Care and Education Professionals. This means at times we may ask your permission to use your information anonymously for research, professional development and/ or teaching purposes. This may include audio, video, photographic and transcripts. If you consent to use of your information for this purpose, we will agree with you specifically which pieces of information, data or recordings can be used and by whom.

How you can Control and 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;

Nick Smith Juniper Tree Therapy, PO Box 501, Leeds, LS17 1LL
(There is no longer a charge for this service)

If you believe any information we are holding on you is incorrect or incomplete, please email or write to us as soon as possible at the above address. We will promptly correct any information found to be incorrect.

How you can Withdraw Consent or Request to be Deleted from our Files

If you do not wish us to make use of your or your child's personal information in this way, please contact Nick Smith via email nick@junipertreetherapy.com. You have the right to withdraw consent, where it has been given.

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How Long we Keep your Information for

The Regulation does not set out any specific minimum or maximum periods for retaining personal data. Instead, it says that: Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes. See this link: <https://ico.org.uk/for-organisations/guide-to-data-protection/principle-5-retention/>.

Juniper Tree Therapy will retain personal data for 7 years for adults and 7 years following their 18th birthday for children, unless upon review it is deemed necessary to retain it for a longer period.

Data Transfer Outside the European Union

In some instances, it may be necessary for us to transfer your data outside of the European Union, or to countries not approved by the ICO. Where this is the case, we may seek further consent from you to do this. In all instances, we will take all steps necessary to safeguard your information and ensure that your data protection rights are maintained.

Security

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.

Juniper Tree Therapy will continue to meet its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments.

Audits and Inspections

Juniper Tree Therapy will submit to audits and inspections, providing all necessary information to ensure it meets the Article 28 obligations, always cooperating with supervisory authorities (such as the ICO).

Right to Complain

If you have a concern about our information practices, you have a right to complain. You can do so by contacting the Information Commissioner's Office on 0303 123 1113 or by visiting www.ico.org.uk.

Security

- We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information. We take great care to ensure any confidential information remains protected, but we cannot guarantee the security of data sent over the internet.
- Any paper records are stored in a locked cabinet in the therapy office.
- Electronic records are stored on password protected, encrypted storage devices.
- Juniper Tree Therapy uses only GDPR compliant systems and services.

Your Rights

- If you have given your consent to us processing your data, you have a right to withdraw your consent to any further processing.
- Unless we are operating under a Legal Obligation, you have a right to request your data to be transferred to another organisation or erased from our records.

If you wish to withdraw consent or request a transfer or erasure of your data, please email nick@junipertreetherapy.com. If you are concerned that we have breached a privacy law or code binding on us please send an email marked "Urgent" to Nick Smith, Director, at info@junipertreetherapy.com. We aim to respond in a reasonable time (normally 24 hours). Our Data Controller will manage your complaint and will give you additional information about how it will be handled.

We will always give you the opportunity to opt out of future marketing whenever we send you marketing material, or you can opt out at any time by contacting us.

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