

THE WHARFEDALE CLINIC: GENERAL TERMS AND CONDITIONS

Appointments:

Our practitioners will always endeavour to see you at your allotted appointment time. However, this is not always possible due to the complex and unpredictable nature of the musculoskeletal conditions that some of our patients present with. For this reason, we would ask that you arrange your appointment in such a way as to allow a little leeway if clinics are running late. For appointments with our specialist doctors we suggest that you allow up to 30 minutes leeway (although it is unusual for clinics to over-run by as much as this).

You can help us greatly with time keeping by ensuring that you arrive promptly for your appointment, since patients arriving late is a common reason that clinics do not run to time. If this is your first visit, we would suggest that you aim to arrive at least 5 minutes earlier than your appointment time since there may be paperwork for you to complete.

Cancelling and Missing Appointments:

- A minimum of one full working day (24 hours notice) is required for cancellation of an appointment. Please note that weekends and public holidays are not classed as working days.
- Our practitioners are entitled to charge 100% of their normal consultation or appointment fee for appointments cancelled with less notice than this, as well as for missed appointments. However, they may exercise their discretion to reduce or waive the fee depending upon the circumstances.

Overdue Accounts:

Our patients have an excellent record of settling their accounts promptly. However, chasing payment of the small minority of invoices that become overdue can take up a significant amount of administration time.

If an account becomes overdue, our practitioners reserve the right to add the following fees to cover any administration and external costs as follows:

- (I) An administration charge of up to £5.00 for each reminder invoice posted.
- (II) If referral to an external debt collection agency is required, an administration fee of up to £50 (or 30% of the invoiced amount if this is greater). Interest may also be charged at a rate of 8% over and above the Bank of England Base rate. Please note that if legal action is required, our practitioners also reserve the right to seek to recoup any additional legal costs they incur.

Professional Indemnity:

Whilst each practitioner is responsible for making their own professional indemnity arrangements, there has been some concern amongst the healthcare insurance industry about the potential for other parties to become liable for a practitioner's care by way of "endorsement or recommendation". This has caused some concern to clinics and to practitioners and for that

reason, we would like to clarify our stance on this:

*“Statement by the Clinic and by its independent practitioners
on the issue of Professional Indemnity.*

Patients who chose to use our services must do so on the understanding that the practitioner who is delivering the professional service is exclusively responsible for ensuring that they deliver their services with due diligence in a professional and safe manner. Each practitioner is also exclusively responsible for ensuring that the care they provide is appropriate and that it falls within the remit of their professional capabilities. These are the issues of professional liability. Since each practitioner is exclusively responsible for their own professional actions, they alone are responsible for any professional liability claim. Neither the clinic nor any other practitioner will share this liability.

The clinic and its independent practitioners have considered the following when producing this statement.

(i) Referrals and Recommendations: It is a principal of good healthcare that practitioners should realise their limitations. Good practitioners will often refer to other professional colleagues if they believe that this is in their patient's best clinical interests. Musculoskeletal and Sports Medicine involves practitioners across a number of disciplines and each discipline brings with it its own specific skill set. Evidence exists to support the multidisciplinary model for healthcare in musculoskeletal and sports medicine as being the most effective model. In summary, referrals and recommendations are essential to effective healthcare, yet we feel that it is not reasonable to hold another practitioner to account for the actions of their independent colleagues. Indeed if this were the case, then G.P.s would find it difficult to make onward referrals for their patients without themselves becoming liable for care delivered by someone else.

(ii) To facilitate a good multidisciplinary model for musculoskeletal care, we have several independent practitioners operating on site at the clinic. Whilst the clinic takes all reasonable steps to ensure that all practitioners have the relevant experience, registrations and qualifications to deliver their services at the clinic, this does not shift the responsibility of professional liability from the practitioner to the clinic itself. The advertisement of practitioners on clinic premises or via the website and the fact that patients are able to book appointments through our reception office does not itself constitute a specific recommendation or endorsement and patients should satisfy themselves that they are choosing to see a practitioner who is appropriate to their clinical needs.

The contract for the service offered by an independent practitioner (and the associated payment for that service) is between the patient and their independent practitioner (or the legal entity of that practitioner). In summary the clinic has no responsibility for professional indemnity claims against one of its independent practitioners. However, in the event of a complaint being received about the professional conduct or care provided by one of its independent practitioners, the clinic will assist fully with any investigation.

Any member of staff at the clinic who has concerns about a practitioner (whether that person practises at the clinic or elsewhere) has the right to report their concern to that practitioner's professional body in the interests of patient care. The clinic also has the power to stop practitioners practising from the clinic facility if there is concern about any aspect of their conduct.

We trust that this clarifies the position of the clinic and its independent practitioners. If you have any queries about this statement, please speak with the Practice Manager, since this statement forms part of our Terms and Conditions of service.