



# BALANCED

## CHARTERED PHYSIOTHERAPIST AGREEMENT OF SELF-EMPLOYMENT

BALANCED PHYSIOTHERAPY LTD

-and-

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DATED:

# AGREEMENT OF SELF-EMPLOYMENT

**THIS AGREEMENT** is made

*between:*

Balanced Physiotherapy Ltd, 1a St. Bernard's Row, Edinburgh, EH4 1HW

*and*

\_\_\_\_\_ (“you”)

- I confirm that I am working as a self-employed individual and I am delivering services on behalf of Balanced Physiotherapy Ltd.
- I confirm that I have registered as a self-employed individual and I am liable for my own tax and National Insurance.
- I can confirm that I have my own professional liability insurance.
- I confirm that I am registered with the Health and Care Professions Council (HCPC)
- As a self-employed individual I am aware that I am able to work with other organisations and the hours that I work can be mutually agreed.
- All patient records are the property of Balanced Physiotherapy Ltd and remain as such if the Chartered Physiotherapist leaves the Company.

NI number	
UTR number (on tax return)	
CSP / Personal liability insurer identifier	
HCPC number	

# BALANCED PHYSIOTHERAPY LTD

## AGREEMENT OF SELF-EMPLOYMENT

WORKING TITLE	Chartered Physiotherapist
AGREEMENT TYPE	Self-Employed

### LOCATION

Balanced Physiotherapy Ltd operates at several sites; you may work from any one or from several.

### REMUNERATION AND TERMS & CONDITIONS

You will receive an agreed amount of the total income of services you have generated, paid to you around the beginning of each month for the previous month. It is the practitioner's responsibility to submit an invoice at the end of each month for the services carried out in order for payment to be made.

Therapy rates are predetermined by Balanced Physiotherapy Ltd and are reviewed annually. Current rates for Physiotherapy, Osteopathy and Podiatry are: 50% of the total income from 1<sup>st</sup> August 2021

Rates will differ for appointments covered by Private Healthcare Insurance\*.

*\*All practitioners are required to work with clients covered by Private Healthcare Insurance, if qualifying conditions are met.*

Practitioners will also receive 10% commission on any product sales they process.

Discounts apply for a number of affiliated parties of Balanced Physiotherapy Ltd with the revenue recompensed remaining at 50% of the total paid.

Balanced operate a cancellation policy as a deterrent only. We do not charge this fee except in extreme cases of repeat occurrence. However, it is at a self-employed practitioner's discretion as to whether they impose a charge for cancellations, although this course of action is not advised by Balanced Physiotherapy Ltd.

Balanced Physiotherapy Ltd cannot provide any guarantee of regularity of work.

### ABSENCE / BOOKINGS

All practitioners must adhere to good time keeping and be on site 15 minutes ahead of their first appointment.

Individuals who are unable to attend their clinical session must inform the relevant practice and the Head of Physiotherapy, Judith Paterson, and unless agreed otherwise it is the practitioners responsibility to cancel / rebook affected patients.

Planned absence is the responsibility of the individual practitioner and unavailability must be clearly marked in the diary otherwise practitioners are expected to be present for the duration of the session.

Balanced Physiotherapy Ltd operate an ongoing clinic optimisation program. Consequently, practitioner's hours are constantly monitored and are subject to change at any time. Any practitioners diary that is blocked by the practitioner for more than 30% of total diary time over a 3 month period will elicit immediate review and potential loss of clinical time.

#### **TERMINATION OF AGREEMENT**

Balanced Physiotherapy Ltd would appreciate being advised of a practitioner's intention to terminate their services with as much notice as possible.

#### **INSURANCE AND LIABILITY**

The practitioner will have personal liability cover and will indemnify Balanced Physiotherapy Ltd for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the practitioner including any negligent or reckless act, omission or default in the provision of services.

The practitioner shall maintain and comply with, full and comprehensive insurance policies with reputable insurers acceptable to Balanced Physiotherapy Ltd and will have the cover taken kept in place for 2 years after termination of their agreement with Balanced Physiotherapy Ltd. Copies should be provided on engagement to Balanced Physiotherapy Ltd.

#### **HEALTH & SAFETY**

As a registrant with HCPC you are required at all times to operate within the parameters of both HCPC and your own professional body's standards of practice.

Under the Health and Safety at Work Act (1974), a specific statutory requirement is placed on all employees and self-employed individuals to take reasonable care for the health and safety of themselves and others who may be affected by their activities at work, and to co-operate with the employer and others in meeting statutory requirements. The Act also prescribes that no-one shall misuse anything provided in the interest of health, safety or welfare under any statutory requirement. Staff are also subject to any organisational policies or standard operating procedures.

You are required to report all accidents and adverse incidents and to use safety equipment provided. Any breach of health and safety procedures may result in termination of contract of agreement.

You must have eligibility to work in the UK and this eligibility and entitlement is required to be maintained throughout your time with Balanced Physiotherapy Ltd. Evidence of this must be produced upon request. Failure to maintain eligibility and entitlement may result in termination of contract of agreement.

Balanced Physiotherapy Ltd requires that you must have an up-to-date first-aid certificate and be a member of your own professional body.

#### **DATA PROTECTION AND GDPR**

The practitioner will comply with all Balanced Physiotherapy Ltd.'s guidelines, policies and procedures with regard to privacy, data protection and electronic security.

#### **PATIENT NOTES**

All patient notes are the property of Balanced Physiotherapy Ltd and will be shared with other Healthcare Professionals and Pilates instructors who are involved in a patient's care. Notes must be completed by the end of the working day or within 24 hours of the patient's appointment.

## **ADMINISTRATION**

Balanced Physiotherapy Ltd will provide reception cover when available. Self-employed practitioners are responsible for all further administrative tasks.

It is the practitioner's responsibility to ensure that all their appointments are completed with invoices sent to insurance providers or payments taken and recorded for self-paying clients in order for remuneration to be processed.

## **BALANCED PATIENTS**

Every patient who receives their initial consultation within a Balanced Physiotherapy Ltd clinic is thereafter termed as a patient of Balanced Physiotherapy Ltd. Balanced patients will remain within the company for the duration of their treatment.

Balanced patients should not be seen by practitioners at another place of employment their treatment should remain with Balanced Physiotherapy Ltd unless a referral is required for treatment that cannot be offered at our clinics.

## **PRACTICE EQUIPMENT**

Balanced Physiotherapy Ltd treatment rooms are equipped with treatment beds, towels/sheets/blankets, couch rolls and anti-viral cleaning spray. Physiotherapists may use ultrasound, laser and shockwave equipment, if competent to do so.

Balanced Physiotherapy Ltd expects all individuals to exhibit due care and attention with all equipment provided and any damage must be reported.

All other equipment including massage wax, K-tape, acupuncture needles and personal protective equipment should be provided by the individual. Items may be stored at Balanced Physiotherapy Ltd if clearly labelled and placed in designated areas. Balanced Physiotherapy Ltd do not accept responsibility for any loss or damage to an individual's property.

## **HOUSEKEEPING**

Practitioners are responsible for cleaning down the treatment room / studio area and any equipment used at the end of their session with all laundry being removed and bins emptied.

## **CRIMINAL PROCEEDINGS**

If you are subject to any criminal proceedings you must notify Balanced Physiotherapy Ltd as soon as is reasonably practicable.

## **CONDUCT**

Individuals are required to uphold the relevant Professional Body code of conduct and that of Balanced Physiotherapy Ltd.

**ACCEPTANCE OF AGREEMENT**

Please confirm your acceptance of these terms and conditions of Balanced Physiotherapy Ltd by signing the original document below. A copy is enclosed for your records.

**CHARTERED PHYSIOTHERAPIST  
PRINT NAME:**

\_\_\_\_\_

**CHARTERED PHSIOTHERAPIST  
SIGNATURE:**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**BALANCED PHYSIOTHERAPY LTD  
PRINT NAME**

\_\_\_\_\_

**BALANCED PHYSIOTHERAPY LTD  
SIGNATURE**

\_\_\_\_\_

**DATE**

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