



The Rehabilitation Network

Terms of Business

The Rehabilitation Network is proud of its reputation and the quality of service it provides to customers and to the claimants who receive help and support through our rehabilitation packages. We are an ethical firm and aim to treat our customers fairly, and to this end believe that having clearly defined terms of business with transparency in our fees helps to build trust with our customers. Please read this document, which is a summary of our business terms, carefully.

If you have any questions about these terms please contact John Brett at:

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Tel: 01522 778519. Fax: 0871 714 3638. Email: john@rehabilitation-network.org

1. DESCRIPTION OF SERVICES

The Rehabilitation Network accepts referrals from insurers, solicitors and other referring agencies (employers, private individuals) in motor liability, personal injury, income protection, employers liability and life assurance claims to provide assessment and case management services.

Referral documents are accepted by email, fax or post using our referral forms which will be supplied to customers on request.

In motor liability or personal injury claims these referrals may be joint instructions between the claimant solicitors and the defendant insurers or their authorised representative, or single instructions from either side. In income protection and life assurance claims the referring party is normally the insurer providing the policy cover.

The Rehabilitation Network provides telephone and face-to-face medical and vocational rehabilitation assessments with reports, occupational therapy assessments with reports, case management services, and arranges additional rehabilitation treatment alongside statutory healthcare by sourcing appropriate treatment providers. During the case management process, the appointed Case Manager provides regular monthly progress reports to the referring parties.

The Rehabilitation Network adheres to the Code of Ethics of the Vocational Rehabilitation Association. In motor and personal injury claims The Rehabilitation Network operates within the framework of The Rehabilitation Code (2007).

2. DEFINITIONS AND INTERPRETATION

“Service Provider” means The Rehabilitation Network;

“Customer” means the (insurance) company or any authorised representative or body acting for the (insurance) company, which has instructed the Service Provider to provide Services and which pays the Service Provider directly;

“Insurer” means the insurance company or compensator directly or indirectly funding the rehabilitation services requested or any authorised representative or body acting for the insurance company;

“Case Manager” means a third party sub-contracted by the Service Provider to assess, produce reports, arrange and administer treatment and sub-contract treatment to Treatment Provider(s)

“Claimant” means any individual suffering a personal injury, making a claim for damages or a claim under an income protection or life / health assurance policy that is referred to the Service Provider by the Customer or the Customer’s agent(s);

“Business Day” means any week day other than a bank or public holiday in England, between the hours of 09:00 and 17:30 (Business Hours).

“Confidential Information” means all information relating to the Service Provider’s business or the Customer’s business (including Claimant Personal Data), that is obtained or received as a result of the performance of these Terms or that is disclosed by the Customer to the Service Provider and which is either expressly designated as being confidential or should reasonably be considered confidential by the Service Provider;

“DPA” means the Data Protection Act 1998 and all regulations made thereunder and all subsequent amending or secondary legislation or orders and the terms **“Data”, “Data Controller”, “Data Processor”, “Personal Data”, “Processing”, “Data Subjects”** and **“Enforcement Notice”** shall have the meanings given to them in the DPA;

“Force Majeure” means any event affecting the ability of either party to carry out its obligations under these Terms caused by circumstances beyond its reasonable control;

“Service Standards” means the minimum standards in providing the Services set out in the Services Standards document (available separately);

“Services” means the services described in Clauses 1 and 3; and

“Service Fees” means the amounts payable by the Customer or the Customer’s authorised representatives to the Service Provider as set out in the Schedule of Service Fees (available on request).

“Treatment Provider” means a third party sub-contracted by the Case Manager to carry out the rehabilitation programme or a specific aspect of treatment.

3. SERVICES

3.1. The Service Provider will provide the following services, subject to the Customer’s requirements:

- 3.1.1. Completion of telephone and face-to-face Rehabilitation Assessments (Initial Needs Assessments) and Reports, or Occupational Therapy Assessments and Reports as instructed by the Customer;
- 3.1.2. Sourcing of suitable external Treatment Providers and provision of treatment;
- 3.1.3. Ongoing medical and vocational telephone and/or face-to-face Case Management for each Claimant as appropriate;
- 3.1.4. Completion of monthly update reports (Progress Reports) or at other intervals as specified by the Customer;
- 3.1.5. Completion of Closure Reports for each Claimant when the Service Provider has completed the rehabilitation services and closes the case or when asked to terminate rehabilitation services by the Customer; and
- 3.1.6. Additional services as required by the Customer.

4. THE SERVICE PROVIDER’S OBLIGATIONS

4.1. The Service Provider will:

- 4.1.1. Provide the Services:
 - 4.1.1.1. In England, Scotland and Wales;
 - 4.1.1.2. At a minimum, in accordance with the Service Standards;
 - 4.1.1.3. In a proper and reasonable manner;
 - 4.1.1.4. With the reasonable care and skill ordinarily expected from a person experienced in the provision of such Services;

4.2. Endeavour to have available at all times a sufficient number of suitably qualified personnel, adequately maintained equipment, and administration facilities and other systems to ensure the proper performance of the Services and the Service Provider’s obligations under these Terms;

- 4.3. Subject to the fifth principle of the DPA, keep proper records and accounts of its dealings with the Customer and its authorised representatives, and each Claimant;
- 4.4. Carry out its responsibilities strictly in accordance with all legal and regulatory requirements and codes of practice relevant to the Services provided;
- 4.5. Inform the Customer of any developments which may impact on the Service Provider's ability to meet any of its obligations under the Agreement. This includes, for example, relevant material weaknesses identified by the Service Provider's own internal or external auditors; and
- 4.6. Without prejudice to its other obligations under these Terms, the Service Provider will use all reasonable endeavours to rectify as soon as possible any delay, omission or fault in connection with the performance of the Services at its own cost.

5. THE CUSTOMER'S OBLIGATIONS

- 5.1. The Customer will:
 - 5.1.1. Communicate explicitly in writing by email, fax or post the acceptance and approval of any rehabilitation recommendations including but not limited to referral to external Treatment Providers made for a Claimant by the Service Provider or the Service Provider's authorised representatives (Case Managers) and its agreement to fund such recommendations;
 - 5.1.2. Communicate explicitly in writing by email, fax or post its rejection of any rehabilitation recommendations made for a Claimant and its refusal to fund such recommendations;
 - 5.1.3. Communicate in writing by email, fax or post any request for temporary suspension or withdrawal of Services on any Claim;
- 5.2. Subject to the fifth principle of the DPA, keep proper records and accounts of its dealings with the Service Provider and its authorised representatives, and each Claimant;
- 5.3. Carry out its responsibilities strictly in accordance with all legal and regulatory requirements and codes of practice relevant to the Services provided;
- 5.4. Inform the Service Provider of any developments which may impact on either party's ability to meet any of its obligations under the Agreement. This includes, for example, relevant material weaknesses identified by the Customer's own internal or external auditors; and
- 5.5. Without prejudice to its other obligations under these Terms, the Customer will use all reasonable endeavours to rectify as soon as possible any delay, omission or fault in connection with the performance of the Services at its own cost.

6. SUB CONTRACTING

- 6.1. Where the Service Provider subcontracts any of its obligations or duties under these Terms to a Case Manager or Treatment Provider, the Service Provider will:
 - 6.1.1. Ensure the suitability of all Subcontractors and that the work performed by the Subcontractor meets the requirements of these Terms;
 - 6.1.2. Ensure that each Subcontractor is aware of all the terms relevant to the Subcontractor's part in the performance of these Terms.

7. INSURANCE

- 7.1. The Service Provider agrees to maintain all insurance cover as required by law.
- 7.2. The Service Provider warrants that all Case Managers shall maintain all insurance required by law and professional indemnity/errors and omissions insurance cover at levels reasonably adequate given the nature of such obligations.
- 7.3. The Service Provider shall ensure that all Case Managers only use Treatment Providers who maintain all insurance as required by law and public liability/professional indemnity insurance at levels reasonably adequate within their field given the nature of the services they provide.

8. FEES, INVOICES & PAYMENT

Our contract is with the party – insurer, solicitor or other appointed party – who holds the funds for our services and is responsible for paying for rehabilitation services.

- 8.1. The Service Provider will submit an invoice for the initial assessment and report (Rehabilitation Assessment / OT Assessment etc) upon the completion and delivery of the report to the Customer.
- 8.2. The Service Provider will invoice the Customer on a monthly basis for ongoing Case Management services.
- 8.3. The Service Provider will invoice the Customer for additional services not described in the Schedule of Service Fees as agreed on completion and/or delivery of the services.
- 8.4. External Treatment Providers sub-contracted by the Service Provider or Case Manager will invoice the Service Provider directly for treatments carried out as instructed by the Service Provider.
- 8.5. The Service Provider will invoice the Customer for external Treatment Provider services as agreed on completion and/or delivery of the services.
- 8.6. The Customer will pay to the Service Provider the Service Fees and external Treatment Provider fees described in the Schedule of Service Fees following receipt of a correct invoice.
- 8.7. The Customer shall notify the Service Provider of any disputed invoice within 10 business days of receipt of such invoice.
- 8.8. Both parties shall mutually endeavour to resolve any dispute pertaining to any notified disputed invoice within 10 business days from the date of such notification to the Service Provider by the Customer.
- 8.9. Payment will be made to the Service Provider within 30 calendar days of the invoice date for all invoices submitted in accordance with clause 8.6.
- 8.10. Cancellation of appointments by claimants with less than 2 business days notice will incur a cancellation charge of 50% of the flat rate for initial assessments, or the full hourly professional and travel rates for normal Case Management visits for the time lost.
- 8.11. The Service Provider understands and will exercise its statutory right to claim interest and debt recovery costs under the late payment legislation if not paid according to agreed credit terms.
- 8.12. Any fees unpaid (except where written notice of complaint or dispute of invoice has been received) after 45 calendar days may result in services being withdrawn without further notice pending settlement of the debt.

9. TERMINATION

- 9.1. Either party shall be entitled to terminate the business relationship:
- 9.2. Upon the expiry of not less than two months written notice from either party to the other to enable adequate time to wind up cases or transfer to other providers as necessary.
- 9.3. Either party shall be entitled to terminate the Agreement immediately by written notice to the other party:
 - 9.3.1. Where the other party has committed a material breach of the provisions of these Terms which is incapable of remedy;
 - 9.3.2. Where the other party fails to remedy a material breach, which is capable of remedy, within 10 business days of receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
 - 9.3.3. The other party has committed persistent breaches of its obligations and continues (after requests not to do so and notification of intention to terminate if breaches do not cease) to commit persistent breaches.
 - 9.3.4. Any fees still unpaid (except where written notice of complaint has been received) after 60 calendar days, such termination shall not prejudice any debt recovery procedures and costs.

10. FORCE MAJEURE

- 10.1. If either party is affected by Force Majeure it shall immediately notify the other party of the nature and extent.
- 10.2. Neither party will be liable for delay in performing or failure to perform obligations if the delay or failure results from Force Majeure. Such delay or failure shall not constitute a breach of these Terms and the time for performance shall be extended by a period equivalent to that during which performance is so prevented provided that if such delay or failure persists for more than a continuous period of 1 calendar month, either party may terminate the Agreement by giving not less than 7 calendar days written notice to the other party.
- 10.3. Nothing in this Clause 10 shall be taken to limit or prevent the exercise by either party of its rights of termination under Clause 9.

11. CHANGES TO TERMS AND CONDITIONS OF BUSINESS & SERVICE FEES

- 11.1. We reserve the right to make minor changes to these Terms from time to time. Any major changes will only be made with your agreement.
- 11.2. Service fees are reviewed annually with a new Schedule of Service Fees effective from 1st April each year. Notice of any increase in the service fees will be given at least 1 month in advance and the service fees prevailing at the time of review will continue to apply during any notice period.
- 11.3. Changes to the Schedule of Service Fees after the agreement has been signed will supersede the original Schedule of Service Fees and should be kept with the original agreement.

If you agree to the terms outlined in this document then we will draw up a formal agreement with a full schedule of service fees and our service standards, to be signed by an authorised person within your company.

We look forward to doing business with you.

John Brett

MWFH, MBATH, MHS, MCS (Acc.), PVRA

General Manager

The Rehabilitation Network™