



Wellbeing & Health In Business

1. Definitions used in your Terms and Conditions

Wherever the following words and phrases appear, they will have the following meaning:

Agreement means the agreement you have with WHIB for the provision of occupational health services.

Charges means an amount which shall become due and payable by you in respect the services provided.

Contract this service agreement contract between you and us, which applies as soon as you and WHIB agree to receive (as in you) or provide (as in WHIB provides) a service to you.

Confidential information means the information that is gained during the course of this contract that may be of commercially sensitive nature to you. This includes your intellectual property rights, that if disclosed, would cause you significant commercial disadvantage or material financial loss.

Period of Agreement Your Agreement begins on the date WHIB commences work with you and ends according to details in specific contracts, in the case of no specific contract at the end of the service being delivered, 12 months after the last piece of work.

We, us, our means WHIB Ltd, includes Anna Harrington and other clinicians.

You or Your means the company or individual authorised to incur charges on the account and is party to this Agreement.

2. This Contract

We agree to be the provider of Occupational Health (OH) Services.

- 2.1 Your contract will start with us when you and we agree (either on the phone, by email, or when you allow us to conduct the work for you) that we will provide you with services. An agreement is assumed if a management referral form is submitted to us.
- 2.2 By agreeing to this contract or agreeing contract details for the provision of Occupational Health Services, you agree that:
 - a. You will provide suitable, as deemed by us facilities for the delivery of the OH services when face to face.
 - b. To maintain our appointment timescales
 - c. You agree to provide time for "rest breaks" of 30 minutes if more than 4 hours worked;
 - d. If you are in partnership, we may claim money you owe us under this contract from you, your partners or all of you.

3. Charges

- 3.1 You agree to pay us for supplying OH services and for other charges which apply under this contract.
- 3.2 We reserve the right to change the charges. Reasonable email notification will be given.
- 3.3 We may charge you different prices or ask you to pay in a certain way depending upon the timeliness of previous payments.
- 3.4 We may also charge you for extra items that are not set out in your contact details. These may include:
 - a. Our reasonable costs that we have when we try to recoup money that you owe us. (when you do not have a genuine reason to disagree that you owe us money)
 - b. Our reasonable costs of stopping the provision of OH services with you, For example, storage of employee records.
 - c. Our costs for travel to other sites which have not been previously agreed.
 - d. Charges for storage of clinical records off site.
 - e. Our reasonable costs if you break any of the terms and conditions of this contract, including costs we have to pay to get back money that you owe us (including administration costs and costs that we have to pay for contacting you to ask you to pay us the money you owe);

- f. Our reasonable costs if you fail to keep an agreed appointment with us or one of our associates at a prior arranged OH appointment. To avoid incurring this charge appointments cancellation time period is not less than 24 hours from the start of the appointment.
- g. Our reasonable costs should we incur further working hours because you fail to adhere to our appointment timescales and “rest breaks”.
- h. Our reasonable costs when you wish us to transfer our OH records to another OH provider.

4. Payment

- 4.1 We will send you invoices which will be based upon charges to your account for the provision of OH services at the agreed site.
- 4.2 You must pay the money that you owe in full within the timescale shown on the invoice. The timescale commences from the date that the invoice was created to the time the payment is shown within our bank statement no longer than 3 days outside the stipulated timescale.
 - a. If you disagree with any amount that we have charged you, you must tell us why at least five days before you are due to pay us.
 - b. Even if you disagree with the amount we have charged you, you must pay at least 75% of the full amount shown on the invoice within the timescale that you are due to pay us.
 - c. Once you have told us that you disagree with the amount we have charged you, we will work with you to sort the problem out.
 - d. If we decide that you have no valid reason to disagree with the invoice and you owe us the rest of the money shown on the invoice, you must pay it within 10 days. If we decide we have charged you too much and we owe you any money, we will put the money back into your account as soon as we can. If you disagree with our decision, you can take legal action against us.
 - e. You agree to pay your invoice for amounts which you do not disagree with and for any invoices we send you afterwards.
- 4.3 If you do not pay your invoice within the timescale set out on the invoice, we may among other things we can do under this contract, charge you interest at amount that WHIB decides at that time, on amounts you do not disagree with from the day after the invoice was due.

5. Onsite Facilities

- 5.1 If the provision of OH services means that we have agreed to provide OH services onsite at your premises, you must take reasonable care to provide us with suitable facilities to enable us to deliver our services to a high standard.
- 5.2 As part of onsite delivery at your premises, you agree to provide us with a room that is:
 - Private, clean, warm and well ventilated;
 - Suitably furnished with a table and seats;
- 5.3 If the clinician assesses the facilities, and have the right to request alternative, if they deem them not to be suitable. If suitable facilities are not provided and the appointment(s) are cancelled as a consequence, you will be charged the full amount for the appointment.

6. Occupational health management referral

- 6.1 As soon as a management referral form has been received by WHIB these terms and conditions apply.
- 6.2 The clinician will triage the management referral, if it not sufficiently completed as decided by the clinician it will be rejected and you informed of the corrections required before WHIB can progress any further with the referral process.

7. Telephone based assessment

- 7.1 The employee who is to attend a telephone-based assessment is expected to be somewhere suitable for a private and confidential phone call. The expected timescale for this is 1 hour.
- 7.2 The employee must not be driving when attending a telephone-based assessment.



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- 7.3** If the clinician assesses that the expectations in 6.1 & 6.2 are not sufficient, it is their discretion to cancel the appointment.
- 7.4** If the clinician has cancelled the appointment based on reasons in 6.1 or 6.2 you will be charged the full appointment rate.

8. Cancellation and employee lateness

- 8.1** With regards to telephone assessments the clinician will attempt x3 within a 10-minute timescale of the appointment start time. The telephone number used will be the one confirmed by you in the appointment e mail or other written appointment communication.
- 8.2** If after the actions stated in 7.1 the employee has not attended the appointment, the appointment will be considered as a "Did Not Arrive" (DNA) and you will be charged the full appointment fee.
- 8.3** With regards to face to face appointments, the clinician will wait for 10 minutes after which the appointment will be considered as a "Did Not Arrive" (DNA) and you will be charged the full appointment fee.

9. Complaints

- 9.1** If you are unhappy with our service and wish to raise a complaint, you should initially raise them with the person with day-to-day conduct of your work or the person with the overall responsibility for the work.
- 9.2** If your concerns cannot be resolved at that stage, you should set them out in writing within 30 days of receiving the invoice concerning the work and send your concerns to Anna Harrington anna@whib.co.uk who is responsible for handling any formal complaint made as part of our complaints procedure.