

## STANDARD TERMS AND CONDITIONS FOR INDEPENDENT SPEECH & LANGUAGE THERAPY SERVICES

**Leanne Tierney**  
**Independent Speech and Language Therapist**



**LEANNE TIERNEY.**

Independent Speech and Language Therapist

(BSc (Hons), RegHCPC, MRCSLT, Member ASLTIP)

E: [leanne@independent-slt.co.uk](mailto:leanne@independent-slt.co.uk)

T: 07891603430

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## TERMS AND CONDITIONS FOR INDEPENDENT SPEECH & LANGUAGE THERAPY SERVICE

Prior to an initial consultation, you will be asked to confirm that you have read, understood, and agree to the following Terms and Conditions.

These Terms and Conditions are the contract between **you**, the **"Parent/Carer(s)"** and **Leanne Tierney Independent-SLT**, (the **"Supplier"** or **"LT SLT"** or **"we"** or **"us"**, which expressions shall include her successors in title and permitted assigns).

Each a **"party"** and together the **"parties"**.

### RECITALS

- (A) LT SLT provides speech and language therapy, other services, and materials to assist children and young people with speech and language skills.
- (B) The Parent/Carer(s) wish to help and develop their child's / young person's speech and language skills.

### AGREED TERMS:

#### 1 INTERPRETATION AND CONSTRUCTION

- 1.1 Any words following the terms **"including"**, **"include"**, **"in particular"**, **"for example"** or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2 Any time a Party's right or obligation is expressed as one that they **"may"** exercise or perform, the option to exercise or perform that right or obligation will be in that Party's sole discretion.
- 1.3 Any reference to specific legislation or regulation in the Contract includes that legislation or regulation as amended, replaced, or extended.
- 1.4 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.5 Capitalised terms used in this agreement will have the meanings set out in clause 1.6.
- 1.6 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise):

**"Business Day"** means any day generally seen locally in the place where a Service is provided as a working day and excluding national, public and bank holidays. If one of us is supposed to do something on a day that is not a Business Day, then they will need to do it on the next Business Day.



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**"Calendar Month"** means a period commencing at midnight (00:00 hrs) on the first day and ending at midnight (24:00) on the last day of the relevant month.

**"Fee" or "Fees"** means the fees and charges that you, the Parent/Carer(s) must pay LT SLT in relation to Services.

**"Client" or "Individual"** means the child or young person receiving speech and language therapy from LT SLT.

**"Confidential Information"** means information (whether or not recorded in documentary form or stored on any magnetic or optical disk or memory) relating to the activities, affairs and finances of the Parent/Carer(s) or the Client for the time being confidential to the Parent/Carer(s) and/or the Client.

**"Engagement"** means the engagement of LT SLT by the Parent/Carer(s) for the provision of the Services on the terms of these Terms and Conditions.

**"Force Majeure Event"** means any event that neither of us can control and that stops or delays either of us from doing something, including:

- (i) natural event including a flood, a storm, lightning, a drought, an earthquake, or seismic activity;
- (ii) an epidemic or a pandemic;
- (iii) a terrorist attack, civil war, civil commotion or riots, war, the threat of war, preparation for war, an armed conflict, an imposition of sanctions, an embargo or a breaking-off of diplomatic relations;
- (iv) any law made or any action taken by a government or public authority, including not granting or revoking a licence or a consent;
- (v) collapsing buildings, a fire, explosion or accident; or
- (vi) any labour or trade dispute, a strike, industrial action or lockouts.

**"GDPR"** means the General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR).

**"Intellectual Property Rights"** means copyright and related rights, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**"Parties"** means LT SLT and the Parent/Carer(s).

**"Reports"** means all records, reports, documents, papers, and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, from which the Parent/Carer(s) or Individual can be identified prepared by LT SLT or the Individual in connection with the provision of the Services.

**"Services"** means speech and language therapy support as more particularly described in Schedule 1.

**"Terms and Conditions", "Terms", or "Conditions"** mean this agreement between you and LT SLT.



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"Writing" or "written" means includes faxes and e-mails.

## 2 TERMS OF ENGAGEMENT

### Step 1 – Procedure

- 2.1 If you would like support with your child or young person's communication, we can arrange an assessment and, if appropriate, devise an individual programme of therapy designed to meet the individual needs of your child or young person(s).

### Step 2 – Initial contact

- 2.2 You can get in touch with us directly about your child or young person either by email or phone. It is helpful for us to gain as much background information as possible about your child or young person. This will help us decide on the most appropriate form of assessment whilst building a holistic approach to their therapy. We usually like to do this by phone. There is no charge for this.

### Step 3 – Assessment

- 2.3 Before a referral is accepted, the Individual(s) and their Parents/Carer(s) will receive the relevant referral/consent form. An episode of care may only begin once the relevant referral/consent form has been signed and returned. Duty of care begins on initial contact with the Individual(s).
- 2.4 To gain a comprehensive picture of your child / young person we require detailed information from you. This forms part of the assessment process. The overall aim of the assessment is to gain information around your child's / young person's strengths and areas of need, enabling us to advise on their therapy and next steps. The assessment will include:
- (a) A discussion with yourself for information gathering relating to your child's / young person's overall development
  - (b) Observation of your child / young person in play, informal activities, and interactions
  - (c) Other possible activities may be carried out to observe and consider areas of development, for example, executive functioning, independence, sensory, physical, and learning as well as speech, language, and communication needs
- 2.5 Where relevant, and with your permission, we may video, or audio record a part or entire session with your child / young person. This is a vital tool in both diagnosis and in therapy

## 3 FEES AND PRICING STRUCTURE

The below table summarises our fees.

Service	Charge
Initial phone call	No charge
Initial Screen including brief written summary <i>Up to 1hr 15 minutes face to face session</i>	From £170



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Initial Screen including brief written summary and follow up review (30 minutes)	£190
Detailed assessment with report and recommendations	From £550 – bespoke package recommended dependent on client's needs.
Therapy sessions (individual) (45- 50 minutes)	£85
Teletherapy sessions (individual) (20-30mins)	£50
School support Attendance at meetings	From £85 per hour
Training Linked to Client's needs	Bespoke price based on specific request
Individualised programmes	From £85 per hour
Administrative tasks	From £85 per hour (charged at half or full hour increments i.e., 90 minutes = £127.50)
Mileage	50p per mile (round trip basis)
Travel Time	45-60 minute round trip from WF15 = £45 60-90 minute round trip from WF15 = £60 90-120 minute round trip from WF15 = from £80

#### 4 FEES AND PAYMENTS

- 4.1 LT SLT will invoice you monthly via email.
- 4.2 Payment is expected on receipt of the invoice.
- 4.3 The Parent/Carer(s) shall pay each / any fees by bank transfer to the account notified to the Parent/Carer(s) on the invoice.



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- 4.4 The Parent/Carer(s) will pay each invoice issued by LT SLT, including for any Fees, within 7 days of the date of LT SLT's invoice, in cleared funds without any set-off, counterclaim, deduction or withholding (other than as required by law) into the bank account notified to the Parent / Carer on the invoice.
- 4.5 Where the Parent/Carer(s) makes an aggregated payment in respect of more than one invoice:
- 4.5.1 the Parent/Carer(s) will give LT SLT instructions about which amounts to apply to which invoices; and
  - 4.5.2 if the Parent/Carer(s) does not give instructions in accordance with Clause 4.5.1, we may apply any amount of the aggregated payment to any unpaid invoices at our discretion.
- 4.6 Parents/Carer(s) using private health insurance are responsible for settling the invoice and claiming from the insurer concerned. It is advisable to check the level and nature of your cover with the insurer before agreeing to therapy proposals.
- 4.7 If there are difficulties in meeting the cost of therapy, then please talk to us during your child's / young person's episode of care.
- 4.8 If your account is past due, then we may collect fees owed using other collection mechanisms. This may include retaining collection agencies and legal counsel. We reserve the right to suspend any services pending settlement of any amounts due from you.

## 5 DEFAULT ON PAYMENT

- 5.1 If the Parent/Carer(s) fails to pay any invoice in accordance with Clauses 3 and 4, LT SLT may charge the Parent/Carer(s):
- (a) A late payment charge of £50.00 per week (or part of a week) that the invoice remains unpaid in full;
  - (b) Interest on the unpaid amount at the annual rate of 4 per cent above the Bank of England's base lending rate prevailing at the date of the calculation, or at the maximum rate permitted by Applicable Law, whichever is less, with such interest compounded daily from the due date of the invoice until payment is made in full by the Parent/Carer(s); and
  - (c) Restrict or suspend any part of the Services set out in Schedule 1.
- 5.2 The Parent/Carer(s) will pay any reasonable costs LT SLT has incurred in recovering any debt owed by the Parent/Carer(s) to LT SLT, including debt collection agency and legal costs.

## 6 CANCELLATION

- 6.1 A minimum of 24 hours' notice is required for the cancellation or rescheduling of appointments. Please contact us via phone or email and make sure that we have received and confirmed your notification.
- 6.2 If you fail to attend an appointment or cancel it with less than 24 hours' notice:
- (i) you will be liable to pay us the fee for that appointment in full
  - (ii) if you have already paid us part or all the fee, we will not offer a refund for such appointment except, at our sole discretion, and only in exceptional circumstances.
- 6.3 If you fail to attend two or more appointments, we reserve the right to discharge you and/or any child / young person under your care from our service without notice.
- 6.4 If we need to cancel an appointment for any reason, we may do so at any time before the appointment is scheduled to begin. We don't expect this to happen other than in exceptional circumstances, and we will



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refund any fees you've paid us for the appointment or offer you a choice of alternative dates for the appointment, but we are not liable to compensate you for any other expenses you've incurred in connection with the appointment.

## 7 GDPR, LIAISON AND INFORMATION SHARING

- 7.1 With your consent, information about your child's / young person's speech and language needs may be shared with other professionals involved in your child's / young person's care. A record of your consent is kept within your child's / young person's case notes which are stored electronically.
- 7.2 All personal data will be held, used and managed in accordance with the law and our Data Protection Policy. You should be aware that there are occasions where the law requires us to disclose personal data without your consent (for example, -in the context of a child protection concern, - see our Safeguarding Children Policy).
- 7.3 Liaison with other professionals involved with your child's / young person's care- and learning and development is vital. Also, our professional standards require good liaison, and it is good practice, where both an independent and an NHS therapist are involved, in order for them to work together collaboratively to maximise opportunities for effective therapy to take place. Working in partnership with colleagues both within and outside of the profession is in the best interests of service users (RCSLT Key Principles). Consequently, all reports will be sent to the Parent/Carer(s) who have consented to and initiated the assessment process, for them to distribute. Permission will be sought for LT SLT to keep informed other professionals involved in your child's / young person's care and development.
- 7.4 Video and audio recording is an important part of Speech and Language Therapy as a means of assessment and for intervention techniques. At times it is also necessary to share this information with other professionals. Please note that your consent (on behalf of yourself or your child / young person) to be recorded in connection with our services will be asked for. The recordings will form part of you or your child's young person's health records and will be held subject to the terms of our Data Protection Policy.



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## 8 INTELLECTUAL PROPERTY

- 8.1 The Parent/Carer(s) acknowledges that all Intellectual Property Rights in any materials prepared or used by LT SLT while providing the Services will belong to LT SLT and not to the Parent/Carer(s).
- 8.2 All Intellectual Property Rights in the Reports will belong to the Parent/Carer(s).

## 9 ELECTRONIC NOTICES

- 9.1 By using our services or communicating with LT SLT, you agree that LT SLT may communicate with you electronically. If LT SLT learns of a security system breach, we may attempt to notify you electronically by posting a notice through the website or sending an email to you. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please write to [leanne@independent-slt.co.uk](mailto:leanne@independent-slt.co.uk). Notice will be deemed given twenty-four hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Alternatively, LT SLT may give you legal notice by mail to a postal address, if provided by you through your use any of the services. In such case, notice will be deemed given three days after the date of mailing.

## 10 PERSONAL DATA

- 10.1 Personal data may be used in the follow ways;
- (a) To prepare, plan and provide speech and language therapy services appropriate for your child's / young person's needs.
  - (b) To communicate with you via email, telephone, mobile messages, and SMS in relation to; confirming and preparing for appointments, general communication in between appointments, sending you reports, programmes and resources for your child / young person, copying you into communications with other professionals involved with your child / young person, sending you invoices and receipts.
  - (c) For clinical audit to assess and improve our service. Results of audits are always presented with all Client identities removed.

## 11 FORCE MAJEURE

LT SLT shall have no liability to the Parent/Carer(s) under this agreement if it is prevented from, or delayed in performing, its obligations under this agreement by a Force Majeure Event.

## 12 GENERAL DISCLAIMERS

- 12.1 Information on LT SLTs website or social media sites attempts to provide current information relating to the whole spectrum of speech and communication difficulties and disorders. In the first instance, it is important to have any difficulties assessed and diagnosed by a suitably qualified Speech and Language Therapist. Our website and social media offer information and advice for those seeking to broaden their knowledge and aims to raise awareness of Speech, Language and Communication Needs. It is not used to provide therapy.
- 12.2 Therapy, programmes, and ideas from LT SLT are designed to inform, and/or to facilitate in improving aspects of communication. Unfortunately, some communication difficulties, diseases or disorders do not respond well to treatment and recovery can be slow, or not happen at all. In some instances, communication can deteriorate further over time. The programmes, activities, ideas, and information offered by LT SLT may not lead to a cure does not provide a guarantee that the communication difficulty will improve. LT SLT is also not responsible for therapy and/or programmes being carried out incorrectly by other parties.



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- 12.3 LT SLT's website and social media sites include links providing direct access to other Internet sites; however, LT SLT takes no responsibility for content or information contained on linked sites.
- 12.4 LT SLT is not liable for errors, omissions, interruptions, or delays in connection with online content or for any resultant damages.

### 13 COPYRIGHT NOTICE

- 13.1 The original information and material on our website and social media are written by LT SLT. This is copyrighted material (unless otherwise indicated) and any content may not be reproduced, downloaded, disseminated, published, or transferred in any form or by any means, except with the prior written permission of LT SLT, or as indicated below.
- 13.2 Resources and materials produced by LT SLT can be reproduced and distributed (but not sold), but the LT SLT logo, branding and contact details, including website address must remain on every page. All other information and resources remain copyrighted and may not be reproduced, downloaded, disseminated, published, sold, or transferred in any form or by any means, except with the prior written permission of LT SLT. Copyright is not claimed as to any part of an original work prepared by other sources and posted onto LT SLT website. All rights are reserved by LT SLT.
- 13.3 Reproduction of any purchasable LT SLT resources, videos or programs is strictly prohibited, without prior, written permission from LT SLT. No part of the website, the content, including any material posted, may be sold, used, or posted on any other web site or for use by any other organisation. All images as used on the LT SLT website have been purchased from Royalty Free image libraries or produced by LT SLT. In regard to our own produced images, all models used have given their express permission to have their images used. Copyright infringement is a violation of the law and subject to criminal and civil penalties.

### 14 TERMINATION

- 14.1 LT SLT reserves the right to terminate, discontinue, suspend, modify, or delete, at our sole discretion, any Submitted Website Content, Company Content, Courses, or any Service.

### 15 OBLIGATIONS UPON TERMINATION

- 15.1 LT SLT may retain any Client records that it is required to keep by the Health and Care Professionals Council for the period required by the said Council.

### 16 UPDATES

- 16.1 From time-to-time LT SLT may update these Terms to clarify our practices or to reflect new or revised practices, such as when we add new features, and we reserve the right in sole discretion to modify and/or make changes to these Terms at any time. If we make any material change to these Terms, we will notify you using prominent means such as by email notice sent to the email address specified in the details you provide to us. Modifications will become effective on the day they are posted unless stated otherwise. Your continued use of our services after changes become effective means that you accept those changes. We advise that



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you visit this page regularly to ensure you are aware of the latest version of the Terms, as any revised Terms will supersede all previous Terms.

## 17 COMPLAINTS

- 17.1 You have the right to terminate therapy at any time. We aim to provide the best quality care. If you believe that you have not been provided a service delivered with an appropriate level of care and skill, then please contact Leanne Tierney at [leanne@independent-slt.co.uk](mailto:leanne@independent-slt.co.uk)
- 17.2 We are registered to practice with the Health and Care Professions Council (HCPC). This means that we conform to professional clinical standards as determined by the HCPC. A copy of the standards is available to download from the HCPC website.

## 18 GOVERNING LAW AND JURISDICTION

- 18.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.
- 18.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).



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SCHEDULE 1

(The Services)

Please see individual proposal sent via email for outline of bespoke services recommended for your child.



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