HICARE THERAPY TERMS AND CONDITIONS

1. About these terms

1.1 These Therapy Terms and Conditions ("these terms") apply when you book physiotherapy or occupational therapy at home (a "Therapy Visit") through HiCare's website or app (the "HiCare System").

1.2 HiCare Ltd is a company registered in England and Wales (company number 16121869), registered office 33 Lower Belgrave Street, London SW1W 0LS. Contact: info@hicare.org.uk, 07778 923980.

1.3 HiCare acts as a commercial agent for independent, self-employed physiotherapists and occupational therapists ("Therapists"). HiCare does not provide therapy itself. When you book a Therapy Visit, your contract for that visit is with the Therapist, and HiCare is not a party to it. HiCare's own contract with you covers its booking, payment and customer support services.

1.4 Therapy Visits are not a CQC-regulated activity and are separate from any other service HiCare offers.

2. Who can book

2.1 Therapy Visits are for adults aged 18 and over (the "Patient").

2.2 You can book for yourself or on behalf of a Patient, for example a parent. If you book for someone else, you confirm that they agree to the booking or that you have the legal authority to arrange it for them (for example, a lasting power of attorney for health and welfare). The Therapist will confirm the Patient's identity and consent at the visit.

3. Our Therapists

3.1 Before working through HiCare, every Therapist must be registered with the Health and Care Professions Council (HCPC) and must pass HiCare's checks, including an enhanced DBS check, identity and right-to-work checks, professional indemnity cover and a professional reference.

3.2 The Therapist is responsible for your assessment, treatment and advice. Therapists are independent and are not HiCare's employees. Therapy Visits do not include personal care, such as help with washing, dressing or toileting.

3.3 You choose your Therapist. Before you book, the HiCare System shows each Therapist's name, HCPC registration number (which you can check on the HCPC register at www.hcpc-uk.org), prices and reviews.

4. Emergencies and suitability

4.1 HiCare is not an emergency service. In an emergency, call 999. For urgent medical advice, contact your GP or NHS 111.

4.2 Tell us about any health condition, risk or access need that matters for the visit. The Therapist may decline or stop a visit if it is not clinically suitable or safe, and will tell you why and where to get help.

5. Prices and payment

5.1 Each Therapist sets their own prices, which are shown in the HiCare System before you book. The price shown is the total you pay for the visit or package.

5.2 You pay in full when you book. HiCare collects the payment as the Therapist's agent, and payment to HiCare counts as payment to the Therapist.

6. Changing or cancelling a visit

6.1 You can cancel or reschedule a visit. If you cancel more than 24 hours before the visit, you receive a full refund. If you cancel within 24 hours, 50% of the visit price is payable. If the Therapist attends but cannot safely deliver the visit because you are not present, do not provide safe access, or the visit cannot proceed safely for reasons within your control (a missed visit), the visit may be charged in full. No charge applies if you cancel because of a medical emergency or hospital admission. Where the Therapist is unable to attend, clause 6.3 applies instead. If you bought a package, you can cancel any visits not yet provided and receive a refund for them, in proportion to the package price given you cancel more than 24 hours before the next remaining visit happens.

6.2 Cooling-off: you have a legal right to cancel this agreement within 14 days of entering into it. If you ask for visits to begin during that period and then cancel, you pay only for visits already provided up to the point of cancellation, and the charges in clause 6.1 do not apply. Once a visit has been fully provided at your request, and you have acknowledged that you will lose the right to cancel it, the right to cancel that particular visit no longer applies. To cancel, use the HiCare System or contact info@hicare.org.uk.

6.3 The Therapist or HiCare may occasionally need to cancel or reschedule a visit (for example, if the Therapist is unwell). HiCare will tell you as soon as possible and offer you another time, another Therapist where available, or a full refund for that visit.

6.4 The Therapist will arrive within 60 minutes of the booked time. If they are running late, HiCare will tell you as soon as possible. If the Therapist does not arrive within 60 minutes, you can choose a full refund for that visit or a new time.

7. Your responsibilities

7.1 Please give accurate information when booking, make sure the Therapist can access the home safely at the booked time, keep pets secured, and treat Therapists with respect. A Therapist may leave if they feel unsafe.

7.2 Please make all bookings for Therapists you met through HiCare through the HiCare System, so that your records, payments and support stay in one place.

8. Records and privacy

8.1 HiCare is the controller of the personal data held in the HiCare System, including the records Therapists make of your visits. We keep therapy records for at least 8 years after the last treatment. With your consent, a summary may be shared with your GP or other professionals involved in your care.

8.2 Our Privacy Policy explains how we use your information and your rights.

9. Problems and complaints

9.1 If you are unhappy, contact HiCare at info@hicare.org.uk. We will acknowledge your complaint within 3 working days and aim to give you a full response within 20 working days. Concerns about treatment are passed to the Therapist, who must respond in line with their professional standards; we will help coordinate the response. Our Therapy Complaints Procedure explains the full process.

9.2 You can also raise concerns about a Therapist's fitness to practise with the HCPC (www.hcpc-uk.org).

9.3 HiCare may offer a refund or credit at its discretion, without affecting your legal rights.

10. Liability

10.1 The Therapist is responsible for the Therapy Visit, including providing it with reasonable care and skill. HiCare is responsible for providing its booking, payment and support services with reasonable care and skill. HiCare is not responsible for the Therapist's performance of the Therapy Visit.

10.2 HiCare is not responsible for losses that were not foreseeable, or for business losses. Nothing in these terms limits liability for death or personal injury caused by negligence, for fraud, or for anything that cannot be limited by law, and nothing affects your legal rights as a consumer.

10.3 Subject to clause 10.2, HiCare's total liability to you for its booking, payment and support services is limited to the amount you paid for the affected booking.

11. Reviews

11.1 You can leave a rating and review after a visit. Reviews must be honest and must not include personal health details or offensive content. HiCare may remove reviews that break these rules.

11.2 Only the person who booked a completed visit can review it. HiCare does not pay for reviews or edit them, and publishes both positive and negative reviews.

12. General

12.1 We may update these terms. The terms in force when you book apply to that booking.

12.2 These terms are governed by the law of England and Wales. If you live in Scotland or Northern Ireland, you can also bring proceedings in your local courts.