



[www.highlandchronicpaincentre.co.uk](http://www.highlandchronicpaincentre.co.uk)

Email: [info@highlandchronicpaincentre.co.uk](mailto:info@highlandchronicpaincentre.co.uk)

### Terms and Conditions: Option 1 The Trident Concept Course

**PLEASE SIGN PAGE 8 and PAGE 9 THEN SCAN/PHOTOGRAPH THEM. RETURN THEM AS ATTACHMENTS ALONGSIDE THIS DOCUMENT WHICH MUST BE RETURNED TO [option1@highlandchronicpaincentre.co.uk](mailto:option1@highlandchronicpaincentre.co.uk)**

**PLEASE ALSO PRINT THIS DOCUMENT FOR YOUR OWN RECORDS**

It is important that you carefully read the Terms and Conditions below with regard to both the Meditation and Osteopathic parts of the Course (they are not typical small print terms and do actually contain useful and vital information interspersed with necessary legalities!) Stage 3 Pilates is not covered under our Terms and Conditions as it is delivered by a third party in collaboration with our Meditation and SAT Team and is also individually tailored for each Client.

#### **Your Agreement**

You have confirmed that you wish to appoint us (Highland Chronic Pain Centre) to provide you, the Client, with services involving Mindfulness Training, Meditation Training and SAT Osteopathic Treatment.

References in this letter to 'you' and 'your' refer to you, the Client; references to 'I', 'we', 'us' and 'our' or 'the Company' refer to Highland Chronic Pain Centre and its representatives.

By checking the boxes, signing this document, entering your card details for direct debit payment, you (the Client) are entering into a legally binding agreement with Highland Chronic Pain Centre (the Company).

The Trident Concept includes:

#### **Stage 1:**

8-week Breathworks Mindfulness for Pain Management and Reduction Course

#### **Stage 2:**

8 x SAT Osteopathic Appointments

Stage 2 Meditation Course: 21 weeks of deepening Pain Management and Reduction teaching and practice

£93 per month paid as a direct debit over a duration of 10 months.

The dates for osteopathic treatment are advertised on the website. There are a set number of eight SAT treatments following the Assessment. It is the Client's responsibility to be aware of the Clinic dates and to make appointments in advance through our website. Osteo Appointments

will commence at 3-4 weekly intervals and the 8 Osteo Appointments are taken consecutively. Attendance at Osteo appointments every 3-4 weeks requires commitment in order to receive maximum potency of treatment. Any missed treatments can be added on at the end of the five month Osteo Course and paid for at the rate of £50.00 per treatment. **Please understand that if an Osteo treatment is missed and you go 6-8 weeks without a treatment mind-course, the Central Nervous System will usually begin to revert back to it's previous state and progress will be lost.**

☐ I understand that The Trident Concept Option 1 offers and yields the maximum healing potential and is from where we obtain all of our testimonials of health recovery.

☐ I understand that I am responsible for attending all sessions and making all Osteo Appointments.

## Commitment and Attendance of the Client

Our Treatment Course requires a **commitment from the Client**, as our Meditation and Osteopathic UK and International Team in turn will commit to helping you, the Client, to improve and recover your health. Please understand from the outset that this is not a Course where ‘we fix you’ (i.e. the Company fixes the Client).

The Clients who receive maximum healing benefit from our collaborative treatment are always those who come to the Course with an open mind, belief in it’s potency and full commitment to *helping themselves* and allowing themselves *to be helped* - even if this sometimes feels uncomfortable or not what the Client *thinks they* need.

As a Team, we offer you our experience in unravelling The Central Nervous System on an osteopathic, mental and emotional level. We ask you to bear in Mind that often, it may not be immediately apparent why we are taking a certain ‘tack’ or direction in our work. For instance if you say to one of our Osteo Team that you have a pain in your foot, they may well look at your hips or neck. Likewise, if you mention that you have a fear of something, we may ask whereabouts you feel that in your body (rather than to expand upon and tell us about it and where you think it came from etc.)

We ask particularly that Clients enrol with the attitude that:

‘the sum total of my thought processes, choices and actions, have so far, not been successful in recovering my health and so I am ready and open to embrace new ideas, approaches and insight.’

In short, **the Client will receive a level of healing in line with the degree of input they offer to the Course**. Particularly this is in the form of regular meditation and verbal engagement in the meditation sessions. This allows the energy of the entire group to heal; not just yourselves and we ask you to compassionately bear this in Mind from the outset.

### Your input is very much useful by All.

It is important that Clients see the Course through to its completion in order to receive maximum health benefits on emotional, mental and finally on a physical level.

**We ask that Clients are open from the outset to addressing the mental and emotional levels first and to understand that the physical level will heal as a result of this. This is covered in Week 1 of the Course and is the focus throughout.**

The Client agrees that she/he is 100% responsible for her/his progress and results from the Course. Client accepts that she/he is the one vital element to the Course’s success and that the Client is responsible for her/his progress and healing. The Company does not control the client. Client agrees and understands that results are dependent on level of engagement with course and it’s completion. Client agrees that all three stages of our Course including the Stage 3 Pilates should be completed for results to be long term.

The Company makes no guarantees verbally or in writing that the Course will meet Client’s requirements or that all clients will achieve the same results as this varies depending on the level and commitment of the Client. Results vary according to the level of dedication, input and engagement to the course from each individual. Company accept no responsibility for any decisions made by Client as a result of the Services delivered. **The Course has maximum potency when Meditation and Mindfulness Courses are undertaken directly alongside the SAT Treatment.**

☐ I, the Client, understand that for the overall Meditation/Mindfulness/SAT/Pilates Treatment Course to be effective, I must engage with both the SAT and the Mindfulness Meditation. This

includes undertaking regular weekly meditation practice between sessions as the effects of meditation *are cumulative* and are directly related and complementary to the SAT treatments, in addition to the Pilates sessions which are individually tailored for you in Stage 3.

☐ I, the Client, understand that if I leave the course before it's completion or if I do not complete the Mindfulness Meditation elements alongside the SAT, that any potency and longevity of health benefits will most probably lessen and will not be long term.

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## Communication

Any queries the Client has will ordinarily be addressed during the regular Mindfulness and Osteopathic Treatment sessions.

Please have the courage to speak up about anything (physical/mental/emotional) you are experiencing or finding difficult; there is always someone else experiencing the very same thing (!) and so in speaking up, we help at least two people resolve any difficulty, usually more. This is how our courses function.

If you are experiencing any physical/emotional or mental difficulty which is requiring more in depth information or assistance between Meditation sessions or Osteopathic Appointments or than is provided by our sessions or on our website, you may request a telephone consultation in which you may ask any questions which relate to your own personal health condition or situation which you feel you cannot raise in the group. There is a charge of £5 for a 15 minute consultation or £15 for a 30 minute consultation. The Client may request to speak with either our Osteopathic or Mindfulness Team.

Please bear in Mind that the Company's website is comprehensive and aims to answer all questions you may have about our Treatment. Please ensure that you as the Client have read the information on the website particularly under Treatment and FAQ's first. Telephone conversations are only intended to cover extenuating circumstances and questions relating to an individual's health condition. The Client will be directed to the website for any other queries.

Due to the growing number of patients as knowledge of our Centre increases, we, as a Company regret that we cannot engage in private or personal phonecalls, emails, text messages or Whatsapp messages concerning individual health concerns once the Course has started, other than as a scheduled appointment as above. As we work together over a course of 7-10 months on a weekly basis it is very natural that Clients begin to form a relaxed and pleasant rapport relationship with the Meditation and the Osteopathic Team. We welcome this and this is part of the journey! But we do ask that you respect this boundary concerning private personal contact out of hours once the Course has begun. We have many Clients to serve and we too need to switch off! Thank You.

All correspondence with the Osteo and Mindfulness Team should you require additional support, should occur via Highland Chronic Pain Centre on [info@highlandchronicpaincentre.co.uk](mailto:info@highlandchronicpaincentre.co.uk) or to contact us via this email to arrange a call-back. **Please do not contact our Osteopathic practitioners at their own practices throughout the UK and Europe.** Should the Client require any extra consultation, this will be arranged directly through the Centre via: [info@highlandchronicpaincentre.co.uk](mailto:info@highlandchronicpaincentre.co.uk)

☐ I have read and understood the above Communication Terms and Conditions.

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## Medical Records Confidentiality and Data Protection

Our specialist SAT Osteopathic Team travel from various parts of the UK and Europe to treat patients here at our Highland Centre. Two or three members of our osteopathic team are present on each Course of Treatment, both requiring access to your medical history and notes. These practitioners are working together with the same Specific Adjustment Technique process as a course of treatment to bring you the maximum potency; their working together and the placement of their treatment sessions complement one another at specific points in the SAT healing process.

It is also useful if the Mindfulness Team can access this information as the SAT and Mindfulness elements - and our teams - very much work in collaboration with each other throughout the seven-month course.

Your records and contact details will only ever be shared amongst our own Osteopathic Team and will never be released to a third party outwith our Centre. Your contact details will not be shared amongst other Clients on your course unless you specifically request in writing.

To share this information amongst our Team, we require your consent. Please tick either/both boxes if you agree to this.

☐ I agree to the sharing of my medical history record and contact details within the Osteopathic Team

☐ I agree to the sharing of my medical history record and contact details with our Mindfulness Team

**You may request a copy of your medical records at any time.**

## **Protection of the Intellectual Material**

The Client agrees not to reproduce, copy, sell, trade, resell or exploit for any commercial purpose and aspect of the Service or materials associated with the Service.

You acknowledge and confirm that all intellectual property put forth in Course materials provided in connection with the services, including without limitation copyright and any rights in designs, documents, videos or slides are owned by the Company, including The Trident Concept© and you shall not acquire any rights in such materials, use them for any commercial purpose or carry out any action inconsistent with such ownership.

Should the Client become aware of any actual or threatened infringement by any person of the intellectual property, you undertake to inform us at once in writing.

## **Confidentiality and Non Disparagement**

Both the Client and the Company shall keep confidential all sensitive information shared in Sessions and Osteopathic appointments and in any additional written or verbal correspondence and not use such information for any purpose other than that for which it was provided. This shall not apply to the extent that any information is required to be disclosed by law or by any court or public body having binding authority to require such disclosure.

We, both Client and Company, each agree not to engage in any conduct or communications, public or private which is likely to disparage the other or damage their interests.

## **Testimonials**

Should Client wish to provide a Testimonial as to the Company's Services, Client shall provide written consent to utilise this Testimonial along with specific guidance in what format and on what platform it should be used on the understanding that we are unable to remove or retract from promotional or marketing material if printed.

☐ I understand that all testimonials and relaying of health recovery on our website relate to the experiences and outcomes of those Clients from Option 1.

## **Disclaimers**

Client acknowledges that Alison Salter of Highland Chronic Pain and Whiplash Centre is not qualified medically or as a psychologist or counsellor and that Meditation sessions are not intended to be medical or therapeutic services. Client confirms that they are mindful of their own wellbeing and are wholly responsible for taking any medical or therapeutic advice or treatment which is or may be to their benefit, without guidance or involvement on our part.

Company does not suggest that you stop any medication or make any changes to your health advice given by a qualified medical professional before you consult your healthcare provider. This is particularly relevant in the case of our Meditation Courses (please see separate Declaration.)

The Company is not responsible for any decisions made by the Client as a result of the Meditation sessions.

## **Liability and Indemnity**

Our liability to you in connection with the Services shall be limited to the level of the Charges actually paid by the Client to the Company under your Terms and Conditions.

We do not accept any liability whatsoever for:

Any consequential or indirect losses, loss of profit or business.

Any failure or delay in performing the Services to the extent arising from any matter beyond our reasonable control.

The Company reserves the right to change the location of events. In such an event the Company are not liable for any costs incurred by Client for a change of location.

## **Termination**

Either Client or Company may terminate this contract within 30 days' notice in writing (including email) to the other at any time, to which either party must confirm receipt. If either party terminates the contract all fees due to the Company remain due.

Either the Client or Company may terminate this contract immediately by giving the other party notice in writing (excluding email) where the other party:

Is adjudicated bankrupt or seeks to negotiate or is party to any voluntary arrangement or composition with creditors; or

Is admitted to hospital pursuant to any mental health legislation, or is subject to any order of a court having jurisdiction (in the UK or elsewhere) in matters concerning mental disorder, for detention or for the appointment of a person to exercise powers regarding its property or affairs.

This contract terminates automatically on Client's, or Alison Salter's death.

In the event that Client is in arrears of payment or otherwise in default of this Agreement, all payments due hereunder shall be immediately due and payable. Company shall be allowed to immediately collect all sums from Client and terminate providing further services to Client. In the event, that a Client is in arrears of payments to Company, the Client shall be barred from using any of Company's services until the payment has been received.

## Direct Debit Payment

The Trident Concept Option 1:

£93 per month for the duration of 10 months. This payment is inclusive of all Osteo treatment and Meditation sessions.

In order to deliver the Osteopathic side of our Treatment Course to the Highland region, we need to be assured in advance that Clients will attend all appointments, as our osteopaths travel from various locations in the UK and Europe to our Centre. **All payments are therefore non refundable for any missed SAT treatments AND mindfulness sessions.** There are a set number of eight SAT treatments following the assessment; any missed treatments can be added on at the end of the Course and paid for at the standard rate of £50.00 per treatment.

☐ I agree to pay ten Direct Debit payments of £93 set up in advance of the Course to leave my account every 30 days.

☐ I agree that all Direct Debit payments to the sum total of £930 remain due even if I choose to cease attending the Course. I understand that this is due to the Client having taken a space on the Course and prevented other people from benefitting from the Treatment Course.

Subject to the Terms of this document, we shall provide you with the Services outlined above in return for payment as detailed above. This includes all Osteopathic appointments and Meditation sessions.

Name (Print) .....

Signed .....

Date .....

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## Charges and Expenses

The Company reserve the right to refuse Treatment or entry to our sessions should payment not have been received in advance. Should we not receive a Direct Debit payment when one is due, all Osteo Treatment and Sessions will cease with immediate effect.

All payments of Charges and Expenses shall be made in cleared funds into the bank account notified by us. For any late or non-payment of funds, we reserve the right to charge compound interest in accordance with The Late Payment Act, 1998.

Any additional payments or purchases shall be charged by invoice and are payable before any Treatment or Session takes place.

We reserve the right to pursue any outstanding monies due to us through any legal means necessary.



Upon execution of this Direct Debit Agreement, on the date your contract and payment is entered into the system, following a 14 day cooling off period, the Client shall be responsible for the full extent of the Fee. If the Client cancels before the 14 day cooling off period, they will be charged an administration fee of £75.

If after the 14 day cooling off period the Client cancels attendance at Meditation Sessions or Osteopathic Appointments for any reason whatsoever, the fee is still due in full and the Client will receive no refund.

If we have to cancel your attendance on the Course for any breach of the Terms and Conditions outlined on this document, the fee is still due in full and the Client will receive no refund.

To the extent that Client provides Company with Credit/Debit card(s) information for payment on Client's account, Company shall be authorised to charge Client's Credit/Debit Card(s) for any unpaid charges on the dates set forth herein. Company shall be authorised to make all charges at the time they are due and not require separate authorisation in order to do so.

Client shall not make any chargebacks to Company's account or cancel the Credit/Debit card that is provided as security without Company's prior written consent. Client is responsible for any fees associated with recouping payment on chargebacks and any collection fees associated therewith. Client shall not change any Credit/Debit card information provided to the Company without notifying Company in advance.

All payments are made via The Company's Bank Account via Direct Debit on your agreed payment terms as noted above in this document.

☐ I have read and understood the above Charges and Expenses Terms and Conditions.

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I have read and understood the Full Terms and Conditions outlined in this contract.

Name (Print) .....

Signed .....

Date .....