

TERMS OF BUSINESS

1. Proclaim CARE is an independent provider of medical and vocational rehabilitation services. By using the services of Proclaim CARE, the Insurer, Solicitor and Client agree that they will do nothing to compromise the clinical independence of Proclaim CARE and will at all times refrain from attempting to influence, instruct or act in any way that could compromise the clinical independence of Proclaim CARE.
2. Proclaim CARE may from time to time enter into business referral agreements to provide independent rehabilitation services. Such business referral agreements expressly exclude any relationship which compromises Proclaim CARE's independence as set out in 1. above.
3. Proclaim CARE reserves the right to withdraw from any case where it feels its position is being or has been compromised as set out in 1. and 2. above and will be entitled to do so without explanation.
4. On receipt of a referral Proclaim CARE will assume that such referral is made by a party or parties who have agreed that the initial assessment is carried out in accordance with The Rehabilitation Code unless otherwise specified and agreed before proceeding. Proclaim CARE adheres to The Rehabilitation Code
5. Where a funding party decides to appoint Proclaim CARE to implement a Rehabilitation programme they will advise the other party that they have done or are doing so. Proclaim CARE will proceed by keeping the relevant party(ies) informed of progress.
6. The referring party and/or funding party agree to settle Proclaim CARE fee within the terms of payment agreed at the time of acceptance of the referral.
7. Where payment is not received by Proclaim CARE for work undertaken in accordance with these terms and conditions then they will be entitled, upon giving the relevant parties 10 days notice, to refuse to undertake any further work until payment is received and revised future payment terms are confirmed.
8. In order to maximise the benefits of rehabilitation to all parties and to ensure that the client is not unfairly treated, the parties agree that all reasonable steps will be taken to provide early authority and/or agreement for resources to be put in place.
9. Where a Telephone Assessment or Treatment Only service is requested then Proclaim CARE will endeavour to establish as quickly as possible that this is the appropriate service. In the event that Proclaim CARE considers that such a service is not appropriate for the specific client then this will be immediately advised to all parties. Proclaim CARE will not proceed with a specific service where it considers that to do so is inappropriate and will be entitled to withdraw stipulating its reasons for doing so.
10. Proclaim CARE will use its best endeavours to proceed with the appropriate service as promptly as possible in accordance with the Service Criteria agreed or as per its default *Service Standards*, and will carry out its service in accordance with the information provided in our *Service Information Leaflet* . Both documents can be downloaded via our web site www.proclaim-care.co.uk