



Commercial Funder Schedule

Business-to-business terms for funded rehabilitation services

VERSION	1.0 Effective 11 August 2026
APPLIES TO	Case managers, insurers, solicitors, companies, embassies, public authorities and other organisations purchasing services in the course of business
PROVIDER	Estuary Physio Ltd, company number 12454547

This schedule is not intended for a consumer paying privately for their own or a family member's care. It supplements the accepted referral, quotation or service order.

PAYMENT	Invoices are due within 30 days unless the service order states another agreed period.
LATE PAYMENT	Where the Late Payment of Commercial Debts legislation applies, statutory interest and fixed recovery compensation may be claimed.
CANCELLATION	At least 24 hours' notice; any charge is limited to the net loss reasonably incurred after mitigation.
RATES AND EXPENSES	Clinical, travel, mileage, parking, report and administration charges must be set out in the service order or quotation.
PATIENT RIGHTS	Clinical consent, confidentiality and patient-facing terms remain separate from the funder's payment contract.

1. Status and application

1.1 Parties. This schedule is between Estuary Physio Ltd (Estuary Physio) and the organisation identified as the funder or purchaser in the service order. It applies only where that organisation purchases services wholly or mainly for purposes relating to its trade, business, craft, profession or public functions.

1.2 Contract documents. The contract comprises the accepted referral or service order, any written quotation, this schedule and any expressly incorporated service specification. A negotiated service order takes priority over this schedule for rates, scope, duration and reporting requirements. This schedule takes priority over inconsistent purchase-order boilerplate unless Estuary Physio expressly agrees otherwise in writing.

1.3 Acceptance. The funder accepts this schedule by signing or approving the service order, issuing an instruction or purchase order after receiving it, or permitting services to start after Estuary Physio has made the schedule available. Estuary Physio will not rely on a term that was not supplied or reasonably brought to the funder's attention before instruction.

1.4 Separate patient relationship. The patient is not made responsible for the funder's charges by this schedule. Patient-facing terms govern the practical and clinical aspects of care where applicable. Clinical consent is obtained separately and remains voluntary and ongoing.

2. Referral, authority and scope

2.1 Referral information. The funder must provide accurate and reasonably complete information needed to assess the referral, including the patient's contact details, clinical or functional needs, known risks, location, relevant representatives, funding limits, authorisation route, invoicing details and reporting requirements. The funder confirms it is authorised to provide the information and instruct the service.

2.2 Service order. Before work starts, the parties should record the authorised scope, start date, appointment rate, duration, geographic coverage, travel-time rate, mileage, parking or other expenses, report and meeting rates, administration charges, VAT treatment where applicable, funding cap, invoice address and purchase-order requirements.

2.3 Changes. A material change in treatment frequency, staffing, reporting, travel, equipment or other scope requires written approval from an authorised representative of the funder. Clinically urgent steps may be taken without prior approval where reasonably necessary to protect life or prevent serious harm, but Estuary Physio will notify the funder as soon as lawful and practicable.

2.4 Clinical independence. Clinical assessment, consent, treatment, discharge, safeguarding and referral decisions remain with the treating professional and Estuary Physio. A funding instruction cannot require care that is unsafe, unlawful, clinically inappropriate or outside professional competence.

3. Clinicians and service delivery

3.1 Personnel. Estuary Physio may provide services through employees or self-employed clinicians engaged by it. Treating professionals will be appropriately qualified and, where their profession is statutorily regulated, registered with the relevant regulator and covered by appropriate professional indemnity arrangements.

3.2 Assignment and substitution. Estuary Physio may select or substitute a suitably qualified clinician, taking account of location, expertise, continuity, patient preference and risk. Where a named clinician or two-clinician appointment is an essential authorised requirement, Estuary Physio will obtain agreement before materially changing that arrangement, except in an urgent safety situation.

3.3 No guaranteed outcome. Estuary Physio will provide services with reasonable care and skill. Rehabilitation outcomes depend on clinical and personal factors and are not guaranteed. Agreed outputs and timescales may need to change where the patient's needs, consent, capacity, health, availability or risk changes.

4. Fees, expenses and authorisation

4.1 Agreed rates. The funder will pay the rates and properly incurred expenses stated in the service order or quotation. VAT will be added only where legally chargeable. Unavoidable charges and the method for calculating variable charges must be disclosed before the relevant work is authorised.

4.2 Travel and disbursements. Travel time, mileage, parking, tolls, accommodation, equipment, venue costs and other disbursements are chargeable only where the service order provides for them or the funder gives later written approval. Estuary Physio will use reasonable efforts to avoid unnecessary cost.

4.3 Reports, meetings and administration. Chargeable reports, case conferences, professional liaison, record review, travel, clinical administration and other non-treatment work must be identified in the service order or approved in writing. If the funder requests work outside scope, Estuary Physio may provide a revised estimate before proceeding.

4.4 Funding cap. A funding cap limits the work Estuary Physio is authorised to invoice; it does not require Estuary Physio to provide unpaid work. Estuary Physio will use reasonable efforts to alert the funder before the cap is reached, but the funder remains responsible for authorised work already performed.

5. Invoicing and payment

5.1 Invoices. Estuary Physio may invoice at the frequency stated in the service order or, if none is stated, monthly in arrears. A valid invoice will identify the services, dates, rates, authorised expenses and any purchase-order or reference information supplied in time by the funder.

5.2 Due date. Unless the service order states another agreed period, invoices are due in cleared funds within 30 calendar days of the invoice date. An internal approval process or missing purchase order does not extend the due date where the funder failed to provide the required information or approval route before work was instructed.

5.3 Invoice queries. The funder should raise a genuine invoice query promptly, normally within seven days of receipt, with enough detail to allow investigation. The undisputed balance remains payable on time. The parties will cooperate to resolve a query without delaying ongoing care unnecessarily.

5.4 Late commercial payment. Where the Late Payment of Commercial Debts (Interest) Act 1998 and associated regulations apply, Estuary Physio may claim statutory interest at 8 percentage points above the Bank of England base rate, fixed recovery compensation of £40, £70 or £100 according to the size of the debt, and any further reasonable recovery costs permitted by law. If the parties validly agree a different substantial remedy, the statutory remedy may not apply.

5.5 Suspension. If a material undisputed balance remains overdue after written reminder, Estuary Physio may pause new non-urgent work or terminate the funding arrangement on reasonable notice. Before doing so, it will consider patient safety, continuity and any reasonable handover required. The funder remains liable for authorised work already performed.

6. Cancellation and appointment changes

6.1 Notice. The patient, representative or funder should give at least 24 hours' notice to cancel or rearrange an appointment. Notice is received when sent to the agreed Estuary Physio contact channel. If the office is closed, the timestamp on email or voicemail will be used.

6.2 Late cancellation or non-attendance. Where less than 24 hours' notice is given, the patient does not attend, or safe access is not available, Estuary Physio may charge the funder up to the authorised appointment price plus any unavoidable authorised expense. The charge will not exceed the net loss reasonably incurred after reasonable efforts to reallocate clinician time. If the appointment is refilled without loss, no cancellation charge will be made.

6.3 Two-clinician appointments. Where two clinicians are authorised, a cancellation charge may reflect each clinician's net loss. If one clinician becomes unavailable, Estuary Physio will offer a suitable replacement, a rearrangement, or, where clinically safe and agreed, a single-clinician appointment at the revised rate. No charge is due for work Estuary Physio cancels and does not provide.

6.4 Exceptional circumstances. Estuary Physio will consider serious illness, emergency, bereavement and other exceptional circumstances fairly when deciding whether a charge is appropriate.

7. Packages and blocks of care

7.1 Express agreement required. A prepaid package or block of treatment applies to a funded case only if the service order states the number and type of sessions, total price, validity period, cancellation treatment, refund method and any effect of early discharge.

7.2 Patient welfare. A package does not commit a clinician to provide sessions that are no longer clinically appropriate and does not restrict a patient's right to refuse or withdraw consent. Unused funding will be reconciled using the method agreed in the service order.

8. Reports, information and confidentiality

8.1 Reporting scope. The service order should identify the reports, recipients, purpose, format and timescale. A report reflects information available and professional opinion at the time. A materially different report, addendum, witness statement or urgent turnaround is outside scope unless agreed.

8.2 Confidentiality and lawful disclosure. Each party will keep confidential information secure and use it only for the authorised service, safe care, administration, safeguarding, legal or regulatory duties, or legal claims. Clinical information will be disclosed only where there is an appropriate lawful basis and professional justification. Funding does not create an unrestricted right to the patient's complete record.

8.3 Data protection roles. Each party acts as an independent controller for personal information where it determines the purposes and means of processing. If either party is to process personal information solely on behalf of the other, the parties will put an appropriate data-processing agreement in place before that processing starts. Each party will comply with applicable UK data-protection law, respond to rights requests concerning its processing and cooperate on relevant breaches or complaints.

8.4 Security. The funder must use agreed secure channels, limit recipients to those who need the information and notify Estuary Physio promptly of any suspected loss, misdirection or unauthorised disclosure of Estuary Physio or patient information.

9. Safeguarding, incidents and complaints

9.1 Safeguarding and emergencies. Estuary Physio may disclose relevant information and take proportionate action where necessary to protect the patient or another person, comply with safeguarding duties, respond to an emergency or meet a legal obligation. Where lawful and appropriate, it will inform the funder or case manager.

9.2 Incidents. Each party will notify the other promptly of a material incident, complaint, claim or regulatory concern relevant to the service, subject to confidentiality and legal restrictions, and will cooperate reasonably with an investigation.

9.3 Complaints. Complaints about an Estuary Physio service should be sent to admin@estuaryphysio.com. Estuary Physio aims to acknowledge within three working days and provide a written outcome within 20 working days, or explain why more time is needed and give a revised timescale.

10. Insurance and responsibility

10.1 Insurance. Each party will maintain insurance appropriate to its activities and legal obligations. Estuary Physio will maintain appropriate cover for its business and professional services and will require appropriate professional indemnity arrangements for treating clinicians.

10.2 Direct and foreseeable loss. Each party is responsible for direct loss that is a reasonably foreseeable result of its breach, negligence or unlawful act. Neither party is responsible for failure caused by the other party's material inaccuracy, omission or delay, except to the extent it contributed to or should reasonably have mitigated the loss.

10.3 Liabilities not excluded. Nothing excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot lawfully be excluded or limited. Nothing in this schedule limits the clinician's professional duties to the patient.

11. Duration, termination and handover

11.1 Duration. The arrangement continues for the period stated in the service order or until the authorised work is completed, unless ended earlier under this schedule.

11.2 Termination for convenience. Either party may end an ongoing arrangement on 14 days' written notice unless a different notice period is stated in the service order. Confirmed appointments during the notice period remain subject to the cancellation terms.

11.3 Material breach. Either party may terminate for a material breach that is not remedied within 14 days after written notice identifying the breach. Immediate termination is permitted where continuation would be unlawful, unsafe, expose a person to serious risk, or where an insolvency event occurs, subject to applicable law.

11.4 Handover and accrued rights. On termination, the parties will cooperate on a proportionate and lawful handover where required for patient safety. Termination does not affect fees already due, confidentiality, data protection, record retention, liability or any term intended to continue.

12. General

12.1 Force majeure. Neither party is liable for delay caused by an event outside its reasonable control if it notifies the other, takes reasonable steps to reduce the effect and resumes performance when reasonably possible. This does not excuse payment for services already provided.

12.2 Assignment. The funder may not assign the contract without Estuary Physio's written consent, not to be unreasonably withheld. Estuary Physio may assign the contract as part of a genuine business transfer if this does not materially reduce the funder's or patient's protections and all confidentiality and data-protection duties are preserved.

12.3 Entire agreement. The contract documents contain the agreement about the funded service and replace earlier discussions about that subject. This does not exclude liability for fraud or fraudulent misrepresentation.

12.4 No partnership or agency. Nothing creates a partnership, joint venture, employment relationship or authority for one party to bind the other.

12.5 Third-party rights. A person who is not a party to this funding contract may not enforce it under the Contracts (Rights of Third Parties) Act 1999. This does not remove any separate right or remedy the patient has under patient-facing terms, clinical law or professional duties.

12.6 Notices. A contractual notice must be sent to the email or postal address stated in the service order, with a copy to admin@estuaryphysio.com for Estuary Physio. This clause does not restrict ordinary appointment communications through an agreed channel.

12.7 Governing law and disputes. The parties will first refer a dispute to senior representatives with authority to resolve it. The contract is governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction, unless the parties agree mediation or another process in writing.

13. Estuary Physio details

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