

#### **Terms & Conditions**

These terms and conditions are in relation to business and work carried out by Direct OT LTD.

# 1) Introduction

A contract is formed between a customer (referred to as the "customer" and Direct OT LTD when an order is received from the customer. An Order may be in written, verbal or electronic form. The service shall mean the service that is provided by Direct OT LTD to the customer. These conditions do not affect your statutory rights.

### 2) Supply

Direct OT LTD agrees to supply the service to the customer as detailed in the Order and according to the conditions agreed prior to the work being completed. Expected price and cost shall be discussed and agreed prior to the work being completed. Any additional costs will be discussed and agreed on site when the service is provided or if necessary following the service provided. Additional work will not be completed or charged for unless any additional fees are agreed upon for transparency to both parties.

### 3) Payment

Direct OT LTD shall issue an invoice to the customer in respect of the services provided. Payment terms will be stipulated on any invoice issued by Direct OT LTD. Generally, this is payment within 21 days following service provision.

### 4) Health and safety

Direct OT LTD and the customer will act in accordance with all relevant health and safety requirements in order to provide the service required.

## 5) Cancellation fee

Direct OT LTD may charge a £75.00 cancellation fee if the planned service is cancelled by the customer with less than 48 hours' notice. No cancellation fees will be incurred provided ample time is given prior to cancellation or reschedule.

# 6) Confidentiality

Direct OT LTD will respect the need for service user confidentiality at all times. Confidential and privileged information will only be discussed on a need to know basis. If necessary Direct OT LTD will request consent to share information from the organisation, individual and or parent/guardian.

# 7) Internet Security

Online correspondence maybe susceptible to data corruption, interception, and unauthorised amendments for which Direct OT LTD does not accept liability. Liability is not accepted for the presence of any computer viruses within emails, or any losses caused as a result.



## 8) Training/Competencies

Among the services offered, Direct OT LTD provides certificates of training attendance rather than formal qualifications or certified competencies for participants who attend the training. Due to the large number of participants trained, often within limited timeframes, Direct OT LTD cannot guarantee full competency in hoisting for participants after attending a training session. Competency assessments can be completed; however, these are not included as part of standard moving and handling or hoist training sessions. Such assessments are offered as a specific, separate service. Competency in using service user lifting equipment is not guaranteed unless a specific competency assessment has been conducted for the individual staff member.

### 9) Recommendations

The recommended maximum number of participants for a training session involving the use of service user lifting equipment, including hoists and patient handling slings, is eight participants per course. While customers may request additional participants per session, it is important to note that the practical nature of this training requires observation and individual engagement. Larger groups can reduce opportunities for staff to be observed, limit one-on-one training time, and may result in some participants not having the chance to trial the equipment under the supervision of the training instructor.

## 10) Incidents at participants place of work

Direct OT LTD assumes no responsibility or liability for any incidents, including near misses, severe injuries, or fatalities, that may occur as a result of participants using service user lifting equipment improperly, inappropriately, or without adhering to the guidance provided during the training.

# **11) GDPR**

Direct OT LTD is committed to protecting and respecting privacy in compliance with the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018. All confidential information is sent via secure email, it is requested that confidential information be received via secure email only.

Dated: 09.10.2023

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**DIRECT OT LTD/Christian Cassar**