



Living Enabled
OCCUPATIONAL THERAPY

Client Service Agreement

Version 6.0 - Effective 27 June 2026

1. About Living Enabled

Living Enabled is a private occupational therapy service operated by Mariam Daji, an HCPC-registered Occupational Therapist (registration number OT77566), trading as Living Enabled.

Living Enabled provides independent remote occupational therapy guidance for adults who are finding daily life at home harder to manage.

The service is designed to provide clear, practical recommendations to support safer, more manageable daily living at home through structured remote assessment and written professional guidance.

Living Enabled is an independent private service and is separate from NHS or other public services. Living Enabled holds professional indemnity insurance appropriate to its work, as required of HCPC-registered practitioners; details, including the insurer and the territorial coverage, are available on request.

Contact: hello@livingenabled.co.uk | 07879 279739 | Dewsbury, West Yorkshire | livingenabled.co.uk

2. Who this agreement is between

In this agreement:

- "Client" means the person who books and pays for the service and is the party to this agreement.
- "Service User" means the adult the assessment is about. The Client and the Service User are often the same person; sometimes a family member books on behalf of a parent or relative.
- "Representative" means a family member, carer or other person supporting the Service User's participation.

Where the Client and the Service User are different people, the Client confirms that the Service User knows about the assessment and has agreed to take part. The assessment will only proceed with the Service User's own agreement. Living Enabled presumes that adults have capacity to make this decision unless there is reason to consider otherwise. Where there is reason to doubt that the Service User can make this decision, Living Enabled will consider whether it is appropriate to proceed, and may need the involvement of someone with legal authority to act for them, such as an attorney under a registered health and welfare Lasting Power of Attorney, or another person with equivalent legal authority under the law applying where the Service User lives. Living Enabled does not carry out formal capacity assessments, and may decline to proceed where consent, legal authority or remote suitability is unclear. The Service User must be physically located in the United Kingdom during the assessment; this is confirmed at the start of the video call.

3. The service and the fee

The Home Function Review costs £295, or the price confirmed at the time of booking. The free 15-minute suitability call takes place beforehand, before any contract, and is not part of the paid package. The £295 package covers:

- a 90-minute remote video assessment
- a written Home Function Review Report within 5 working days of the assessment
- a 30-minute follow-up call to discuss the report

The suitability call is free and carries no obligation to book. Prices may be updated from time to time; the price confirmed at booking applies to that booking.

4. Scope of service

The Home Function Review is a structured remote occupational therapy review of how daily life is currently being managed at home. It covers:

- discussion of daily activities, routines, functional difficulties, fatigue, confidence, environmental factors, and practical concerns
- remote observation where appropriate and clinically feasible
- consideration of relevant health conditions where they impact function
- review of home environment information where relevant

Living Enabled provides professional advisory input and practical recommendations.

The service is not intended to provide ongoing therapy, case management, emergency support, crisis intervention, or ongoing clinical monitoring unless explicitly agreed in writing as a separate service.

5. Services not provided

Living Enabled does not provide:

- emergency or urgent medical support
- crisis intervention
- in-person home visits
- physical handling support
- moving and handling training
- manual transfer assessment
- hands-on equipment fitting
- installation of equipment or adaptations
- equipment supply
- maintenance or verification of equipment
- formal medico-legal reports
- expert witness services
- workplace assessments
- DSE assessments
- benefits assessments
- formal decision-making capacity assessments
- specialist neurorehabilitation
- complex transfer management
- high-risk mobility handling assessments
- urgent discharge planning
- ongoing therapy as part of the Home Function Review package

Where Living Enabled believes a different or more appropriate service is required, this will be explained clearly.

6. Client eligibility and suitability

Living Enabled provides services to adults aged 18 and over within the United Kingdom.

Services are offered only where remote assessment is considered clinically appropriate. Suitability is determined using professional clinical judgement.

Living Enabled may determine that a case is unsuitable where, for example:

- in-person assessment is clearly required
- needs fall outside professional scope
- complexity exceeds what can reasonably be assessed remotely
- safe recommendations cannot be made via remote assessment
- urgent intervention is required
- specialist services are more appropriate
- participation is not possible in a meaningful or reliable way
- representative arrangements are unclear or unsuitable

Suitability may be reviewed at any stage.

7. Remote service model and assessment limitations

Living Enabled is a remote service. Assessments are conducted by video consultation.

Recommendations are based on the information reasonably available at the time of assessment, which may include:

- information shared by the Client or Service User
- information shared by an appropriate Representative
- discussion during consultation
- remote observation where feasible
- photographs or videos voluntarily provided
- professional clinical judgement

Remote assessment has important limitations. Unlike an in-person assessment, Living Enabled cannot physically examine, support, supervise, verify, measure, or intervene directly during task performance.

This means Living Enabled cannot fully assess environmental, physical, handling, transfer, equipment-related, or dynamic safety risks in the same way as an in-person assessment.

Clients, Service Users and Representatives remain responsible for deciding whether it is safe to demonstrate activities during the assessment. No one should attempt any task, movement, transfer, or activity they feel unsafe completing. If concerns arise during the assessment, Living Enabled may advise that activity stops immediately.

Recommendations are based on the information reasonably available at the time and may be affected by incomplete, inaccurate, changing, or evolving circumstances.

If technical problems on either side prevent an assessment from being completed, Living Enabled will reschedule the remaining time, or complete it by an agreed alternative arrangement, at no additional charge.

8. Safety during remote assessment

During a remote assessment, Living Enabled may ask questions about daily activities and may, where appropriate, observe how certain activities are usually completed.

The Service User is not required to demonstrate any activity they feel unsafe, uncomfortable, or unsure about completing. Clients, Service Users and Representatives must use their own judgement regarding whether an activity can be demonstrated safely at the time of the assessment.

Living Enabled cannot physically assist, prevent a fall, or provide hands-on support during a remote consultation. If immediate danger arises during a call, Living Enabled may call 999 and stay connected where possible. Living Enabled will not ask or encourage anyone to perform an activity it considers unsafe, and may stop an activity at any time. Where there is uncertainty about safety, the activity should not be demonstrated.

If the Service User experiences pain, dizziness, breathlessness, distress, loss of balance, or any other concerning symptom during the assessment, the activity should stop immediately and appropriate medical or urgent support should be sought if required.

9. Booking and payment

Full payment is required before an assessment booking is confirmed. A booking is only confirmed when:

- suitability has been agreed
- payment has been received
- required onboarding information has been completed
- these terms have been accepted

Living Enabled reserves the right not to proceed with a booking where the service appears unsuitable.

10. Your legal right to cancel

Because this service is bought at a distance, the Client normally has a legal right under the Consumer Contracts Regulations 2013 to cancel this agreement within 14 days of entering into it, without giving a reason.

By booking and paying, the Client expressly requests that Living Enabled begins work within that 14-day period. This includes preparing for and holding the assessment, and preparing the report.

This means:

- if the Client cancels within the 14-day period before the service has been fully delivered, Living Enabled may deduct a proportionate amount for work already done and will refund the balance
- once the service has been fully delivered - the assessment held, the report provided and the follow-up call completed - the legal right to cancel no longer applies, even if 14 days have not passed

To cancel under this right, the Client can inform Living Enabled by any clear statement - an email to hello@livingenabled.co.uk is sufficient - or use the model cancellation form in Annex B. Refunds due under this right are made without undue delay, and no later than 14 days after Living Enabled is informed of the cancellation, using the same payment method. Nothing in these terms removes rights that cannot legally be excluded.

The rescheduling and cancellation arrangements in section 11 apply alongside, and never instead of, these legal rights. Where section 11 is more generous, the more generous arrangement applies.

The cancellation information in Annex A and the model cancellation form in Annex B form part of these terms.

11. Cancellation, rescheduling and missed appointments

The Client may cancel or reschedule an assessment up to 48 hours before the scheduled time for a full refund. For a cancellation within 48 hours of the assessment, or a missed appointment, Living Enabled keeps a late-cancellation charge of £125 to cover the reserved assessment time and preparation, and refunds the balance; we will always try to find another time that works for you first. This section applies alongside, and never instead of, the legal right to cancel in section 10; where that right gives the Client more, it takes precedence. If a mutually suitable assessment

appointment cannot be agreed within a reasonable period after payment, the Client may request a full refund.

Missed appointments are treated in the same way as cancellations within 48 hours.

Living Enabled may apply discretion in exceptional circumstances, including sudden illness, bereavement, emergency circumstances, or significant unforeseen events.

If Living Enabled has to cancel or reschedule an assessment - for example because of clinician illness - the Client will be offered the earliest suitable alternative time or, if preferred, a full refund.

Repeated rescheduling may result in reassessment of suitability.

12. If Living Enabled determines the service is not appropriate

Living Enabled may determine during assessment that the service is not clinically appropriate to continue. This may occur where:

- significant risks become apparent
- needs exceed service scope
- information materially changes
- specialist intervention is required
- remote recommendations cannot safely be made

Where Living Enabled determines the service cannot appropriately proceed, the assessment may be stopped. Where this occurs due to professional unsuitability, a full refund will be provided.

This does not apply where a Client voluntarily withdraws after service delivery has already commenced for reasons unrelated to professional suitability.

13. Reports

The written report will be provided within 5 working days of the completed assessment.

Reports are intended to provide practical professional guidance and may include:

- assessment summary
- functional overview
- key professional observations
- identified risks
- priority outcomes
- recommendations
- suggested next steps

Report timelines may occasionally vary in exceptional circumstances; if so, the Client will be told promptly.

14. Follow-up call

One 30-minute follow-up call is included as part of the Home Function Review. It should normally take place within 30 days of the report being sent, unless otherwise agreed. The follow-up call is intended to:

- review recommendations
- clarify any unclear points
- answer practical questions
- revisit confidence measures where relevant
- support next-step understanding

The follow-up call is not ongoing therapy, case management, crisis support, repeated implementation monitoring, or substitute clinical treatment. Additional support beyond this scope may require separate agreement.

15. Equipment recommendations

Living Enabled may provide recommendations regarding equipment where clinically appropriate. Recommendations may include equipment categories, general specifications, implementation considerations, and general supplier direction.

All equipment recommendations are based on remote assessment information. Final suitability depends on individual fit, accurate measurements, environment, functional ability, supplier verification, manufacturer guidance, and further in-person assessment where relevant.

Living Enabled does not sell, install, fit, or maintain equipment, does not verify final suitability, and does not receive commission or payment from suppliers. Named suppliers are examples only and do not represent endorsement.

Higher-risk or more complex equipment may require further in-person assessment before purchase or implementation.

Responsibility for the following rests with the Client, Representative, supplier or installer rather than with Living Enabled, except to the extent that an issue was caused by Living Enabled's failure to exercise reasonable care and skill:

- independently purchased equipment
- incorrectly selected equipment
- incorrect measurements
- poor fit
- unsafe installation
- supplier error
- misuse of equipment
- equipment deterioration over time
- implementation without appropriate further assessment where advised
- use of equipment in a way that differs from the recommendation or manufacturer guidance

Where a recommendation requires supplier advice, installation checks, measurement confirmation, or further in-person assessment, the Client and/or Representative is responsible for arranging this before use.

16. Changes after the assessment

Living Enabled's recommendations are based on the information available at the time of the Home Function Review. The Service User's needs, health, mobility, fatigue, pain, cognition, environment, support arrangements, and overall risk profile may change after the assessment.

Subject to section 21, Living Enabled does not accept responsibility for incidents, injuries, deterioration, loss, or adverse outcomes that occur after recommendations have been provided where they arise from matters outside its control, including:

- changes in the Service User's condition
- changes in the home environment
- recommendations being implemented incorrectly
- recommendations being implemented without advised further checks
- equipment being purchased, fitted, installed, or used incorrectly
- third-party supplier, contractor, installer, or service error
- the Client or Representative choosing not to follow recommendations
- the Client or Representative adapting recommendations without further advice
- risks or information not disclosed during the assessment
- recommendations being used outside their intended context

If circumstances change after the assessment, the Client or Representative should seek appropriate further advice before continuing to rely on the recommendations.

17. Implementation responsibility

The Client and/or Representative remains responsible for implementation decisions following the assessment. This includes responsibility for checking measurements, arranging installation, obtaining supplier advice, arranging additional assessments where needed, ensuring safe use, monitoring ongoing suitability over time, and seeking further advice where circumstances change.

Living Enabled cannot be responsible for implementation decisions made independently by the Client, Representative, or third parties, except to the extent that an issue was caused by Living Enabled's failure to exercise reasonable care and skill.

18. Photos, videos and shared environmental information

Clients, Service Users or Representatives may voluntarily provide photographs or videos to support remote assessment - for example of bathrooms, stairs, entrances, kitchen layouts, access routes, equipment, or environmental set-up.

Only materials people are comfortable sharing should be provided, and unnecessary personal information should be avoided where possible. Living Enabled may decline to rely on materials that are unclear, incomplete, misleading, or unsuitable for clinical interpretation.

All shared materials will be handled in accordance with the Living Enabled Privacy Notice.

19. Consent

By proceeding, the Client - and, where different, the Service User - consents to:

- the assessment being carried out by video
- the use of information, photographs and videos shared with Living Enabled for the purposes of the assessment and report
- the report being provided to the Service User, and to the Client or a Representative only where the Service User has agreed. Paying for the service does not by itself entitle the Client to receive the Service User's confidential information or to direct clinical judgement

Living Enabled will not share the report or assessment information with anyone else - including GPs, social care or other professionals - without consent, except where sharing is required by law or justified by a serious safeguarding concern (see section 20).

Consent can be withdrawn at any time by emailing hello@livingenabled.co.uk. Withdrawal does not affect processing that has already lawfully taken place. Further detail is in the Privacy Notice.

The Service User may withdraw their agreement to the assessment at any time, including verbally during the call. If this happens, the assessment stops. Living Enabled may keep any records it is professionally or legally required to keep, and any financial consequences depend on the cancellation terms in sections 10 to 12 and the work already carried out.

20. Urgent concerns and safeguarding

Living Enabled is not an emergency or crisis service. If urgent concerns arise, appropriate help may include 999, the relevant NHS urgent-care service for the area (NHS 111 where available, or the GP or local out-of-hours service), adult social care, or safeguarding services.

Where Living Enabled becomes concerned about serious safety risks, abuse, neglect, self-neglect, safeguarding concerns, or significant risk of harm, relevant information may be shared with appropriate services in line with professional and safeguarding obligations and the Living Enabled Safeguarding Policy.

21. Liability

Living Enabled will provide the service with reasonable care and skill, within professional scope, and within the known limitations of remote service delivery.

Nothing in this agreement excludes or limits Living Enabled's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded or limited. Nothing in this agreement affects the Client's statutory rights as a consumer.

Subject to that, and except to the extent that an issue was caused by Living Enabled's failure to exercise reasonable care and skill, Living Enabled does not accept responsibility for injury, harm, deterioration, loss, incident, or adverse outcome arising from matters outside its control, including:

- activities attempted despite advice to stop
- activities the Client, Service User or Representative chooses to demonstrate despite uncertainty regarding safety
- decisions made independently by the Client, Service User or Representative after assessment
- implementation of recommendations without appropriate checks
- independently arranged equipment purchase, fitting, installation, or use
- supplier, contractor, installer, or third-party failures
- inaccurate, incomplete, misleading, or omitted information
- deterioration or changes in health, mobility, cognition, fatigue, pain, balance, support arrangements, or environment after assessment
- recommendations used outside their intended context
- failure to seek further assessment where advised
- failure to obtain supplier or installation checks where needed
- urgent or emergency situations not disclosed during assessment
- urgent or emergency situations arising after assessment

22. Privacy and data

Living Enabled processes personal and health-related information in order to provide services safely, professionally, and appropriately. This may include contact details, referral and enquiry information, health-related information, functional assessment information, assessment records, written reports, and relevant images or videos voluntarily provided.

Information is processed and stored in accordance with applicable data protection requirements and the Living Enabled Privacy Notice. Client records are retained securely in accordance with the retention periods set out in the Privacy Notice.

23. Complaints

Living Enabled aims to provide a professional, respectful, and high-quality service. If a Client, Service User or Representative is unhappy with any aspect of the service, concerns may be raised directly with Living Enabled and will be handled in accordance with the Living Enabled Complaints Policy. Nothing in this section prevents anyone from accessing other routes available to them under law or professional regulation.

24. General

If any part of these terms is found to be unenforceable, the rest remains in effect.

The terms that apply to a booking are the terms provided at the time of that booking. Living Enabled may update these terms for future bookings.

These terms, together with the booking confirmation and any service-specific information confirmed in writing, set out the agreement between the Client and Living Enabled for the service booked. The Privacy Notice and related policies explain how Living Enabled handles information, complaints and safeguarding; they are referred to for information and may be updated from time to time.

25. Governing law

These terms are governed by the laws of England and Wales, and disputes shall be subject to the jurisdiction of the courts of England and Wales.

If the Client lives in Scotland or Northern Ireland, they may also bring proceedings in their local courts, and nothing in this section removes protections available under the law of the place where they live.

26. Acceptance

By booking and proceeding with the Living Enabled Home Function Review, the Client confirms that they:

- have read and understood these terms
- understand the nature, scope and price of the service
- understand the remote nature and limitations of assessment
- understand that Living Enabled cannot physically assist, provide hands-on support or prevent a fall during a remote assessment
- understand that no one should attempt activities they feel unsafe completing
- understand that recommendations are based on information available at the time of assessment
- understand that circumstances, health needs, risks, and environments may change after assessment
- understand that implementation decisions remain the responsibility of the Client and/or Representative
- understand that equipment recommendations may require supplier checks, measurements, installation review, or further in-person assessment
- understand that Living Enabled does not provide emergency support
- understand the cancellation and refund arrangements, including the legal right to cancel in section 10
- understand the follow-up call boundaries
- confirm, where booking on behalf of a Service User, that the Service User knows about the assessment and has agreed to take part
- expressly request that the service begins within the 14-day cancellation period, and acknowledge that the legal right to cancel is lost once the service has been fully performed, as described in section 10

Acceptance may be given by signature below, by email confirmation, or by proceeding to payment after receiving these terms.

Client name: _____

Service User name (if different): _____

Relationship to Service User (if applicable): _____

Signature / confirmation: _____

Date: _____

Annex A - Cancellation information

Right to cancel. You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire 14 days after the day the contract is entered into - that is, the day Living Enabled accepts your payment after confirming suitability.

To exercise the right to cancel, you must inform us - Living Enabled (Mariam Daji), Dewsbury, West Yorkshire, hello@livingenabled.co.uk - of your decision to cancel this contract by a clear

statement (for example, by email). You may use the model cancellation form in Annex B, but it is not obligatory. To meet the cancellation deadline, it is sufficient to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation. If you cancel this contract, we will reimburse to you all payments received from you without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, and you will not incur any fees as a result of the reimbursement.

If you requested that the service begins during the cancellation period, and you then cancel before the service is complete, you must pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract. If the service has been fully performed before you cancel, you will have lost the right to cancel, as section 10 explains.

Annex B - Model cancellation form

Complete and return this form only if you wish to cancel the contract.

To: Living Enabled (Mariam Daji), Dewsbury, West Yorkshire, hello@livingenabled.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service: Home Function Review

Ordered on [date]:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

[] Delete as appropriate*