

# TERMS AND CONDITIONS OF SERVICE

## 1. DEFINITIONS

- (a) "The Provider" means The Therapy Partnership.
- (b) "The User" means the person or persons entering into or purporting to enter into this Agreement with the Provider.
- (c) "The Service" means any service supplied or to be supplied of whatever nature by the Provider to the User under this Agreement.
- (d) "Terms" means the Terms set out in this document and any special Terms agreed in writing between the Provider and the User.

## 2. REGULATIONS OF ON-LINE USAGE

- 2.1 The User must be at least eighteen (18) years of age and free of any mental disorder or addiction to alcohol or drugs and shall provide accurate registration information and/or proof of identity and other relevant documentation to the Provider upon request.
- 2.2 The User shall maintain only one (1) registration profile with the Provider.
- 2.3 The User shall not log in for on-line appointments more than five (5) minutes prior to the scheduled appointment time.
- 2.4 If the User is late for the scheduled appointment the Provider shall wait for the User until the scheduled block of appointment time is over but in the event that the User is late for the scheduled appointment the User will only receive counseling for the remainder of the scheduled block of appointment time.
- 2.5 If the User misses the scheduled appointment then the cost of the appointment will not be refunded.
- 2.6 The Provider does not accept appointment cancellations.
- 2.7 The Provider may at its sole discretion terminate or suspend access to the Service without notice for any reason it deems appropriate.

## 3. CONFIDENTIALITY SECURITY AND DATA PROTECTION

- 3.1 The Provider shall use its best efforts to ensure that information transferred through the internet is secure and private but does not guarantee or warrant that the Service is free of viruses or other code containing destructive properties. The User shall be responsible for implementing reasonable measures to prevent the loss of code or data belonging to the User.
- 3.2 The Provider's data controller is The Therapy Partnership of Hillside House Basingstoke Road Spencers Wood Berkshire RG7 1AP. Pursuant to data protection legislation the User can request the Provider in writing for a copy of any personal records the Provider holds concerning the User.
- 3.3 The Provider shall abide by the ethical guidelines and rules of confidentiality common to its profession and shall not discuss the User or anything about the User with any other person whatsoever without the express permission of the User save that the Provider reserves the right to report child abuse or any other criminal activity to the appropriate authority.

## 4. DISCLAIMER

- 4.1 The Service is provided by the Provider on an as available basis and use of the Service shall be at the User's own risk.
- 4.2 The Provider makes no warranty that the Service will meet the requirements of the User or that the Service will be uninterrupted timely or error free and shall not be responsible for delays or failure in performance resulting from acts beyond the control of the Provider including but not limited to acts of God strikes lockouts acts of war epidemics fire flood earthquakes or other disasters power failures communication line failures or governmental regulations imposed after the fact.

## 5. INDEMNIFICATION

- 5.1 The Provider shall not be responsible for any act or omission taken in reliance upon any information provided by the Service.
- 5.2 The User shall hold the Provider its partners officers agents and employees harmless from any direct indirect incidental special consequential or exemplary damages and from any claim or demand including legal or other professional fees made by any third party due to or arising out of the User's use of or connection to the Service.

## 6. PAYMENT

The User shall make payment in full when placing an order for Services unless credit facilities have been agreed between the User and the Provider.

## 7. MISCELLANEOUS

- 7.1 Any notices to the Provider should be addressed to Hillside House Basingstoke Road Spencers Wood Berkshire RG7 1AP and any notices to the User should be addressed to the User's last known e-mail or residential address whichever shall be available to the Provider.
- 7.2 The waiver by the Provider of any breach or default of these Terms shall not be construed as a continued waiver of that breach nor as a waiver of any subsequent breach of the same or any other provision.
- 7.3 If any clause or sub-clause of these Terms is held by a competent authority to be invalid or unenforceable the validity of other clauses and sub-clauses of these Terms will not be affected and they shall remain in full force and effect.
- 7.4 The headings for these Terms are for convenience only and shall have no effect upon interpretation.

## 8. GOVERNING LAW

This Agreement shall be construed and governed in all respects by English law and all disputes arising under or relating to the Agreement shall be the subject of the jurisdiction of the Courts in England to which the User and the Provider hereby submit and/or such other jurisdiction as the Provider nominates in its sole discretion.