

Terms of Business

Stacey Permaul Counselling

OUR TERMS

YOUR ATTENTION IS DRAWN TO CLAUSE 14 (LIABILITY)

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we provide you with therapy sessions ("Sessions", and "Session" shall be interpreted and construed accordingly), which are described in the summary of your booking, or as we otherwise agree with you in writing from time to time

1.2 Why you should read them. Please read these terms carefully before you engage us to deliver the Session(s). These terms tell you who we are, how we will deliver the Session(s) to you, how you and we may change or cancel the Session(s) or end the contract (where you have booked a series of Sessions), what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

2.1 Who we are. We are Stacey Permaul Counselling a sole practitioner established in England and Wales.

2.2 How to contact us. You can contact us by telephone at **07931 483851** or by writing to us at stacey@staceypermaulcounselling.co.uk.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking. We may also contact you through the messaging service on the online platform via which you make your booking with us.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails and communications sent via the messaging service on the online platform via which you make your booking with us.

3. Our contract with you

3.1 How we will accept your booking. Our acceptance of your booking will take place when we issue confirmation of the booking to you, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your booking. If we are unable to accept your booking, we will inform you of this and will not charge you for the relevant Session(s). This might be because of unexpected limits on our resources which we could not reasonably plan for, an error in our

diary or booking system, ill health, or because we have identified an error in the price or description of the Session(s).

4. Your rights to make changes

If you wish to make a change to the Session(s), please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Session(s), the timing of such Session(s) or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. Please also see clause 7 (Cancelling a Session) and clause 8 (Your rights to end the contract if you book a series of Sessions).

5. Our rights to make changes

It may be necessary for us to change the Session(s) (including the nature and/or scope of such Session(s)). Reasons for such changes may include, but shall not be limited to, the following:

- (a) to reflect changes in relevant laws and/or regulatory requirements; or
- (b) due to unexpected limits on our resources; or
- (c) where we have identified an error in the price or description of the Session(s).

6. Delivering the Sessions

6.1 When we will deliver the Session(s). We will deliver the Session(s) to you on the dates and times set out in the booking confirmation or as otherwise notified to you by us in writing.

6.2 We are not responsible for delays / cancellations outside our control. If our delivery of the Session(s) is affected by an event outside our control then we will contact you as soon as possible to let you know and use reasonable endeavours to make alternative arrangements. Provided we do this we will not be liable for delays caused by the event but you may contact us to cancel the relevant Session and receive a refund for any Session(s) you have paid for but not received as a result of the delay.

6.3 We may cancel the Session(s) if you do not pay. If you do not pay for the Session(s) when you are supposed to and you still do not make payment within 2 days of us reminding you that payment is due, we may cancel the relevant Session(s) until you have paid us the outstanding amounts. We will contact you to tell you we are cancelling the Session(s).

7. Cancelling a Session

7.1 How to cancel a Session. You may contact us to cancel a Session up to 48 hours before such Session is due to be delivered and we will issue you with a full refund for the relevant Session.

7.2 If you fail to give us sufficient notice (as referred to in clause 7.1), you will not be eligible for a refund. This includes if you arrive at a Session later than the scheduled start time.

7.3 For the avoidance of doubt, if you arrive at a Session later than the scheduled start time, the Session will still finish at the scheduled end time.

8. Your rights to end the contract (e.g. if you book a series of Sessions)

8.1 You can end the contract before the Sessions have been supplied and paid for. You may contact us up to 48 hours before the next scheduled Session to cancel the contract for the remaining series of Sessions.

8.2 What happens if you have good reason for cancelling the contract. If you are cancelling the contract for a reason set out at (a) to (c) below, the contract will end immediately and we will refund you in full for any Sessions which have not been provided. The relevant reasons are:

(a) we have told you about an error in the price or description of the Sessions you have booked and you do not wish to proceed;

(b) there is a risk the delivery of the Sessions may be significantly delayed because of events outside our control; or

(c) you have a legal right to end the contract because of something we have done wrong.

9. How to end the contract with us if you have booked a series of Sessions (including if you have changed your mind)

Tell us you want to end the contract. To end the contract with us, please let us know by contacting us via one of the following methods:

(a) by telephone on **07931 483851**;

(b) by e-mail at stacey@staceypermaulcounselling.co.uk; or

(c) via the messaging service on the online platform via which you make your booking with us.

10. Our rights to cancel a Session

10.1 We may contact you to cancel a Session up to 48 hours before the scheduled start time of such Session, at which time we will use reasonable endeavours to make alternative arrangements and issue you with a full refund for the cancelled Session.

10.2 We may cancel a Session at any time if you do not make any payment to us when it is due.

11. Our rights to end the contract if you have booked a series of Sessions

11.1 We may end such contract if you break it. We may end the contract at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 2 days of us reminding you that payment is due; or

(b) if, in our sole discretion and opinion, your behaviour and/or conduct is inappropriate.

11.2 We may stop delivering the Sessions. We may contact you to let you know that we are going to stop delivering the Sessions. We will refund any sums you have paid in advance for Sessions which will not be provided.

12. If there is a problem with the Sessions

12.1 How to tell us about problems. If you have any questions or complaints about the Sessions, please contact us. You can contact us by telephone at **07931 483851** or by writing to us at stacey@staceypermaulcounselling.co.uk or via the messaging service on the online platform via which you make your booking with us.

12.2 You may also contact our regulatory body [here](#).

13. Price and payment

13.1 Where to find the price for the Session(s). The price of the Session(s) will be the price set out in the Specification and/or as notified to you at the time of your booking. We take all reasonable care to ensure that the price(s) of the Session(s) advised to you are correct. However please see clause 13.2 for what happens if we discover an error in the price of the Session(s).

13.2 What happens if we got the price wrong. It is always possible that, despite our best efforts, the Session(s) may be incorrectly priced. We will normally check prices before accepting your booking so that, where the correct price for the Session(s) at the date of your booking is less than our stated price at the date of your booking, we will charge the lower amount. If the correct price for the Session(s) at the date of your booking is higher than the price stated, we will contact you for your instructions before we accept your booking.

13.3 When you must pay and how you must pay. You must pay for the Session(s) in advance at the time of your booking. All payments can be made by BACS transfer to:

S M Permaul

Account: 80846848

Sort Code: 20-96-89

14. Liability

14.1 We cannot foresee or guarantee the outcomes of the Session(s), which are dependent on a variety of factors outside of our control, and, subject to clause 14.3, we accept no liability in relation to the same.

14.2 Limitation of liability. Subject to clause 14.3, our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract with you shall be limited to the total charges paid by you for the Sessions during the 12 months immediately preceding the date on which the claim arose.

14.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Session(s), including the right to be provided with Sessions, which are as described and supplied with reasonable skill and care.

15. Confidentiality and how we may use your personal information

15.1 How we will use your personal information. We will only use your personal information in line with data protection legislation in force from time to time and as set out in our Privacy Policy. You can find our Privacy Policy [here](#).

15.2 In order to provide the Sessions to you, and to effectively exercise our duty or care to you whilst we are providing such Sessions, we will need to process and hold personal data about you, including (but not limited to) the following: personal details (including contact details), emergency contact details, attendance history, correspondence history and anonymised Session notes. Please refer to our Privacy Policy for more details.

15.3 All matters that you discuss with your therapist during a Session are confidential. We may share your personal information, or details of your Sessions, with a third party where we have concerns about your health or safety or the health or safety of someone else, or where we are required to do so in compliance with law, regulation or a court order. We will endeavour to speak to you about this first.

15.4 Your therapist may discuss clinical work with a supervisor, which may include details of your Session(s). This is done with your interests in mind and to ensure the Sessions are being delivered with reasonable skill and care. These conversations are confidential and you will only be referred to by your first name.

15.5 We shall record and store notes from your Session(s). Such notes are stored securely. These notes are for your therapist's use only and assist with keeping a track of all matters that are being discussed during the Session(s). These notes are kept securely for 7 years after your final Session, after which they will be securely destroyed.

15.6 Under data protection legislation, you have the right to request access to notes from your Session(s). Should you wish to access a copy of your Session notes whilst you are still in therapy please discuss this with your therapist. Should you wish to access a copy of your

Session notes at any time after your final Session, please email stacey@staceypermaulcounselling.co.uk or call **07931 483851** to make this request.

15.7 You also have the right to request that we securely destroy the personal data we hold about you, including your Session notes. This can be arranged by contacting us on the details provided in clause 15.6 above. Depending on the circumstances, we may not be able to comply with such request, including (but not limited to) where:

- (a) it is necessary for us to retain these records in order to continue providing services to you;
- (b) we are compelled to retain these records by law, regulation or a court order; or
- (c) we require these records in order to establish, exercise or defend legal claims.

16. Other important terms

16.1 If a court finds part of this contract illegal, the rest will continue in force. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.2 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to deliver the Sessions, we can still require you to make the payment at a later date.

16.3 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the Session(s) in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Session(s) in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Session(s) in either the Northern Irish or the English courts.