



TERMS AND CONDITIONS (Consumers)

Please read all these terms and conditions.

As we can accept your commission and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to ensure that they contain everything you want and nothing you are unhappy with. If you are unsure of anything in these T&Cs, call us on 01603 555 670 or email us at npalmer@papps.org.uk. We are here to help.

Application

1. These Terms and Conditions will apply to purchasing the services and any associated goods by you (the **Client** or **you**).
2. We are Palmer and Palmer Psychology Ltd, a company registered in England and Wales under number 14602051, whose registered office is at 54 Thorpe Road, Norwich, Norfolk, NR1 1RY. We trade as Palmer and Palmer Psychology Services, which is occasionally referred to as PAPPS. Our email address is npalmer@papps.org.uk, and our telephone number is 01603 555 670 (the **Supplier** or **us** or **we**).
3. These are the terms on which we sell all services to you. By commissioning any of the services, you agree to be bound by these Terms and Conditions.

Interpretation

4. **Client** means an individual acting for purposes which are wholly or mainly outside their trade, business, craft, or profession.
5. **Contract** means the legally binding agreement between you and us for the supply of the services.
6. **Delivery Location** means the supplier's premises or other location where the services are to be supplied, as set out in the order.
7. **Goods** means any goods we supply to you with the services, of the number and description set out in the order.
8. **Commission** is the request from the **Client** to formally enter into a legally binding agreement as specified in the order.



9. **Order** is the, typically written, details of the **Client's** request for the services from the supplier as set out in these terms.
10. **Services** means the services of the number and description set out in the order.

General Principles

Services

11. All services and goods are subject to availability.
12. The description of the services and any goods is as set out on our website and in any catalogues, brochures, or other forms of advertisement we may publish from time to time. Any description is for illustrative purposes only, and there may be small discrepancies in any goods or services supplied.
13. In the case of services and any goods tailored to your special requirements, you are responsible for ensuring that any information or specification you provide is accurate.
14. All goods supplied to you as part of the services provided are for individual use only. These goods must not be shared in any form with a third party without our express, written permission.
15. We can make changes to the services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Discounts

16. Occasionally, we may offer discounted fees for our services or goods. These are at our sole discretion, and we may withdraw or alter any discounts without notice. This includes those listed here and any future discounts or initiatives displayed on our website or other published material (including marketing activity). Where two or more discounts are available, only **one** may be used.
17. We will inform you of any agreed discount that has been applied, the total discount, and the remaining fees. You will remain responsible for any remaining fees in these Terms and Conditions.
18. Any discount will be limited to the services and goods described in the order or quote provided. Such discounts will not apply beyond the quotation or order



provided unless by written agreement as a new quotation or order for our services or goods.

19. The following discounts may be available to **individual clients only**. We make no guarantee or warranty whatsoever that these will be available to you at the time of booking and will only be applicable by agreement as set out in the order:

- a. **Pro Bono:** *In exceptional circumstances, we may offer some consumers Pro Bono (free) services at our sole discretion.* Such services will be limited by the description in the order. This is strictly subject to availability and must be agreed upon by all Company Directors before making any offer.
- b. **% Discount:** Occasionally, we may offer discount codes for specific services or clients who meet specific criteria described in any such advertisement or these terms. You may be required to provide additional information to take advantage of certain discounts, such as proof of residence or income.
- c. **Kindness by Design:** This offer is open to individual consumers on a sliding scale and applies to **single consultation or up to six therapy sessions**.
- d. In respect of **psychologist consultations**, the following applies:
 - i. Discounts only apply to remote consultations.
 - ii. If you have a **household income of £25,000 or less**, you may request a **50% discount**. You may be asked to provide proof of eligibility.
 - iii. **Pay what you can (PWYC) offer:**
 - i. **A minimum fee of £15 per consultation applies.** This is to cover administration costs. The client may pay more if they can and wish to, but they are not obligated.
 - ii. This offer is only available to those on an **income of £19,999.99** inclusive of any form of incoming unless otherwise stated below.



- iii. We **exclude** all the following forms of income when calculating a total incoming (that is, we treat this incoming as not existing in the first place for PWYC only):
- a. Pension Credit.
 - b. Attendance Allowance.
 - c. Disability Living Allowance.
 - d. Carer's Allowance or Carer's Credit.
 - e. Sure Start Maternity Grant.
 - f. Child Benefit (children under 16 only).
 - g. Child Maintenance.
 - h. Disabled Facilities Grant.
 - i. Childcare Grant.
 - j. Care to Learn.
 - k. Free School Meals support.
 - l. Personal Independence Payment (PIP).
 - m. Housing Benefit or Council Tax reductions.
 - n. Student Loans (Higher Education).
 - o. Any income or reduction in respect of fuel discounts (e.g. Warm Home Discount Scheme, Winter Discount Payment, etc.).
 - p. Any personal benefit, tax credit, or pension received by UK ex-armed forces personnel.
 - q. If you receive another form of income that is not listed above, but you believe is exclusively for the same purpose (or provided for the same reason), please let us know.



- iv. You will be asked to provide proof of eligibility when requesting these services to ensure fair access.
 - v. Availability of this offer will be capped on a monthly basis and may be withdrawn altogether without notice for both new and returning consumers.
- e. In respect of **therapy**, the following applies:
- I. Discounts will apply to both in-person and remote sessions.
 - II. Those booking a **block of six or more sessions simultaneously** will automatically have a 5% discount applied. Clients may request a retrospective discount on their first session if they book five more sessions before their second session.
 - III. If you have a **household income of £25,000 or less**, you may request a **25% discount**. You may be asked to provide proof of eligibility and cannot use this discount with the PWYC offer (below).
 - IV. **Pay what you can (PWYC) offer:**
 - i. A **minimum fee of £15 per session applies**. The consumer may choose to pay more if they can and wish to, but they are not obligated.
 - ii. This offer is only available to those on an **income of £19,999.99** inclusive of any form of incoming (e.g., Universal Credit, part-time job, grant, etc.).
 - iii. The same income exclusions apply as point **19diii(iii) above**.
 - vi. You will be asked to provide proof of eligibility when requesting these services to ensure fair access.
 - vii. Availability of this offer will be capped on a monthly basis and may be withdrawn altogether without notice for both new and returning consumers.
- f. In all cases, pay-what-you-can offers are subject to 'fair usage'. For a **psychologist consultation**, 'fair' means no more than two



consultations (120 minutes maximum) in 12 months. For **therapy sessions**, 'fair' means no more than six sessions in 12 months. In both cases, additional sessions may be purchased with other available discounts.

Service provision and delivery

Basis of Sale

20. The description of the services and any goods on our website, catalogues, brochures, or other form of advertisement does not constitute a contractual offer to sell the services or goods.
21. When an order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
22. A contract will be formed for the services ordered only upon the supplier sending an email to the client saying that the order has been accepted or, if earlier, the supplier's delivery of the services to the client.
23. Any quotation or estimate of fees (as defined below) is valid for a maximum period of 14 days from its date unless we expressly withdraw it at an earlier time.
24. No variation of the contract, whether about the description of the services, fees or otherwise, can be made after it has been entered into unless the client and the supplier agree to the variation in writing.
25. The order process is set out below. Each step allows you to check and amend any errors before submitting the order. You must check that you have used the ordering process correctly.
 - a. **Step one:** The client will contact us via our web form, email, or telephone to enquire about a service advertised or to stipulate a bespoke request. Alternatively, they may submit a referral directly from our website.
 - b. **Step two:** We will endeavour to respond to requests and referrals made in writing (webform or email) within two business days. If the client has not made a referral but would like to, they will be sent a link in order to submit one or signposted back to our website. They should complete this referral as fully as possible.



- c. **Step three:** The client should complete the **referral form** online (or by other means as agreed) and as thoroughly as possible. Your answers will better understand your needs and form the basis of the discovery consultation (if you choose to have one). Our provider for the referral forms is WordPress, and these are stored on a secure server provided by Nu Image.

We can send you a digital copy of the referral if you prefer. If you would prefer this option, please get in touch with us at npalmer@papps.org.uk.

- d. **Step four:** We will endeavour to acknowledge receipt of any referral form within 48 hours. We will arrange a mutually convenient time and date for your free 15-minute discovery consultation, should you wish to have one, assuming you have yet to have this as part of steps one to three. All discovery consultations will take place via telephone or video conference call only.
- e. **Step five:** During the discovery call, we will ask you questions based on the referral form or other query you have submitted. You will also be able to ask us any questions you have. At the end of this discovery consultation, we will confirm options for the next steps. The most likely outcome will be either:
- I. We and you agree on the suitability of our services and the intention for us to provide such services. In this instance, we will send you a written quote via an order (via email) or request you complete a referral form if you haven't already.
 - II. We or you determine that our service is unsuitable. In this instance, we will signpost you to an appropriate public or voluntary sector organisation that can help. We do not guarantee or warrant the availability, suitability, or skill of any person or organisation we signpost to. Any suggestion is not an endorsement of any third party.
- f. **Step six:** If we agree to provide our services, and you agree to accept, we will send a written order describing the service and any associated goods to be delivered by us. You will have 14 days to withdraw from the order from its date unless our service begins within those 14 days at your request. If you have not waived your withdrawal rights (by asking us to begin delivering our services in writing within 14 days) or contacted us by the 15th day from the date of order in writing to confirm you wish to proceed after the 14 days and by paying the service fee



(see below); we will assume you have exercised your right to withdraw and any previous agreements will be terminated in line with these Terms and Conditions.

Fees and Payment

26. The fees (fees) for the services, the price of any goods (if not included in the fees) and any additional travel, fuel, or other charges are set out in our price list current at the date of the order or such other price as we may agree in writing. Service prices may be calculated on a fixed fee or a standard rate basis.
27. Where our in-person sessions involve **us travelling to you**, we charge fuel at 50p per mile **beyond a five-mile radius** of our Registered Office address (see attached radius map for the avoidance of doubt). All travel within that radius is free of any additional charges. Travel time is charged at £30 per hour where the distance from our Registered Office exceeds a 25-mile radius. There are **no additional charges** if our work occurs in one of our nominated sites (see **point 39**). Other charges may be applicable in certain circumstances, such as overnight accommodation and subsidies.
28. Unless otherwise stated, no additional charges exist for any service (or part thereof) carried out **remotely**. To avoid doubt, 'remotely' means by video conference call, email, telephone, or other means that do not involve in-person contact. We have separate guidance on remote practices available on our website. You are responsible for familiarizing yourself with this and any other policy.
29. Payment for services can be made by all major credit or debit cards or by BACS transfer. We do not accept any other form of payment, including cash. This may change in the future or at our sole discretion. All fees must be paid in GBP.
30. All single psychology consultations or therapy sessions must be paid within 24 hours of the session taking place.
31. All other services must be paid in one of the following ways:
 - a. 50% at accepting the order before any service or goods are delivered. Then, 50% on completion of agreed service(s) is delivered **before** the report (either in draft or final form) or any associated goods are released.



- b. 100% at accepting the order before any service or goods are delivered.
- c. Receipt of payment is based on cleared funds. This means that however you choose to pay, you should factor in banking processing delays. Generally, BACS payments are usually cleared within 24 hours, whereas credit card payments can take up to 7 working days. We accept no responsibility for any costs; however, these are incurred and caused by factors outside our control, including bank processing times, your choice of payment method, declined payments, etc. If you require release urgently, we recommend making payment by BACS.

Delivery (general)

- 32. We will deliver the services and provide any associated goods either in-person or remotely (as defined in **point 28**) within the agreed timescales or failing any prior agreement:
 - a. in the case of services, within a reasonable time (see **points 30-31**); and
 - b. in the case of associated goods, without undue delay and, in any event, at most 30 calendar days from full payment of services (see **point 34a**).
- 33. Regardless of events beyond our control, if we do not deliver the services on time, you can require us to reduce the fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the fees or charges.
- 34. You can treat the contract at an end if:
 - a. we have refused to deliver the associated goods, or if delivery on time is essential considering all the relevant circumstances at the time the contract was made, or you made us aware – in writing and before the contract was made – that delivery on time was essential; or
 - b. After we failed to deliver on time, you specified a later period appropriate to the circumstances, and we have yet to deliver within that period; or



- c. These terms are not applicable regarding additional costs incurred to carry out the work (**see point 27**). These costs will remain due, and you will remain liable for paying them in full.
35. Some of our work will include free access to relevant resources (referred to as 'goods' in these Terms and Conditions). You understand that we may suggest other resources for which we do not own copyright. We call these 'third party resources.'. Whether you choose to purchase third-party resources – whether we have recommended them or not – will be at your own expense. Moreover, we only guarantee to provide resources **directly relevant** to the case. Where 'relevant resources' are indicated, it does not, for example, give you any rights to access all or any other resources we own that we do not deem directly relevant. For example, suppose a case involves a child with literacy difficulties. We will supply these to you if we own the copyright to a particular intervention or associated resources we have developed. If we do not own the copyright to a given intervention or resource, we will not provide these but will direct you to where these can be purchased, if you wish, at an additional cost. Equally, if a case were to involve a child with numeracy difficulties – for example – we would not provide resources we own the copyright to if they are not numeracy-related and directly relevant.
36. We reserve the right to charge full fees and reasonable costs where cancellations are made without a minimum of 24 hours' notice for therapy or single consultations and a minimum of 48 hours' notice for all other services, whichever form that work takes (in person or remote).
37. We reserve the right to cut short any service where the client is late to an appointment, whichever form that takes (in person or remote).

Remote delivery

38. Remote delivery of services is any form of work where we are not physically in the same room, at the same time (i.e., 'in-person'). Please familiarise yourself with our [Remote Practices Guidelines](#) which extend these Terms and Conditions. These are also available on our website: www.papps.org.uk.

In-person delivery

39. Services delivered in person will take place primarily at Harvest House, The Common, Mulbarton, NR14 8JS with the What Three Words [///annual.laughs.trombone](#). We may change this location to another venue in



the greater South Norfolk area without notice. Where the venue does change, we will confirm the location with you.

40. The client is responsible for their travel arrangements and all associated expenses and charges for attending in-person sessions.

Fair usage

41. We have three options where 'Fair Usage' is effective. These are:

- a. **One-day assessment** (relating to follow-up email exchanges).
- b. **Two-day assessment** (in relation to follow-up email exchanges, video calls, and telephone support).
- c. **Kindness by Design** initiative (see **point 19**).

42. With respect to **41a**:

- a. Up to two email exchanges. To avoid doubt, one exchange is your email and our response.
- b. Emails must not exceed two sides of A4, at font size 12, Ariel. We reserve the right to only respond to communication within this limit or to treat the correspondence as two exchanges.
- c. Follow-up emails must be taken within three months from the date of any report. We may, at our sole discretion, extend this timeframe. This will only be approved in writing.

43. With respect to **41b**:

- a. Up to two email exchanges. To avoid doubt, one exchange is an email to us from you and our response.
- b. Emails must not exceed two sides of A4, at font size 12, Ariel. We reserve the right to only respond to communication within this limit or to treat the correspondence as two exchanges.
- c. Follow-up emails must be taken within three months from the date of any report. We may, at our sole discretion, extend this framework. This will only be approved in writing.



- d. Follow-up consultations will be made up of one 60-minute or two 30-minute sessions, conducted by video or telephone call. These must be taken within three months from the date of any report. We may, at our sole discretion, extend this framework. This will only be approved in writing.
- e. Follow-up consultation will only be available to the person or their parent/carer if they are under 18. The person or their parent/carer is permitted to invite others to the consultation(s) with prior notice to us. Otherwise, these consultations are non-transferable.

44. With respect to **41c**, see **point 19**.

Responsibilities and expectations

Additional consent

45. We may need to speak with other professionals when you ask us to carry out any service. This is good practice, and, in some cases, a requirement set by our professional body and – with respect to safeguarding, by law. You agree that we may, at our sole professional discretion, request conversations or further documentation from any other service provider or professional involved in your child's care, support, or education without requesting additional consent from you. This might include, for example:
- a. Arranging and speaking to nursery, school, college, or other education provider staff with a legitimate role in your child's care, support, or education.
 - b. Arranging and speaking to any private or public professional service, including social care, psychology, occupational health, paediatrician, speech and language therapy, and any other service provider with a legitimate role in your child's care, support, or education.
 - c. Any other person with parental responsibility (unless you explicitly inform us otherwise of any legal reason why we must not contact this person or persons).
 - d. Requesting conversation with any professional who has been involved with your child in the last 18 months from whom we receive a professional report or that you otherwise inform us of. This might include, for example, school-based data (e.g., attainment, progress,



exclusions, etc.), professional data (e.g., assessment scores, safeguarding assessments, etc.), and similar.

46. Refusal to allow us to conduct due diligence in the way described will be considered a breach of contract. We accept no responsibility for any misunderstanding, inaccuracy, or any other undesirable outcome arising from you preventing us from reasonably accessing and sharing information with other professionals. We may, in some cases, terminate our contract with you. In these cases, you will remain liable for all costs associated with the contract you have made with us and for any work we have already undertaken.
47. All issues relating to the safety and wellbeing of children, young people, or vulnerable adults will be treated in line with our safeguarding policy, which supersedes anything contained in these Terms and Conditions at all times. Please ensure you familiarise yourself with these; they are an important extension of these terms.

Professional opinions and fair representation

48. You understand that you are seeking a professional opinion by asking us to carry out a duty (e.g., assessment, consultation, therapy, tribunal, and all and any other duties in relation to these or other activities we may agree in writing). By agreeing to these Terms and Conditions, you understand that this opinion is based on our training, existing psychological literature and research models, and other evidence bases, including assessment data, pre-existing reports, and good practice guidance and law. While we will always take full account of your views and represent these in the appropriate section of our reports, we can only draw conclusions based on our professional opinion and the abovementioned information. We will have fulfilled our duty to you by providing this professional opinion.
49. You understand that the advice we provide to you is bespoke. We take a great deal of time and care to ensure that our work matches your requirements. These views are, therefore, specific to your circumstances and that we do not take any responsibility for any harm caused, in whatever way and to whatever extent, as a result of you or others sharing these views in the form of general advice with others.
50. We are mindful that sharing bespoke advice (see **point 49**) may lead to confusion or unintentional harm; this is particularly the case in our work contexts. We therefore ask that you:



- a. Refrain from publishing any advice we provide you during our work together in any **broadly open and public space**, for example, on any social media platform, blog, chat forum, or similar. This includes written advice (including emails, reports, letters, and so on), in part or in full.
- b. To reiterate **point 49**, our comments and recommendations are specific to **you**, **your child**, and **your circumstances**. Publishing advice unintended for others may cause harm **to them** (e.g. if the person(s) accept and act on advice assuming it applies to them in part or full, which it may not) or **to us** (e.g., if our comments or recommendations are taken out of context, misunderstood, or similar, it may misrepresent us or our advice or our representatives or partners, causing reputational damage) or **to you and your child** (e.g., once you release this kind of information on openly public forums, we can no longer protect you or your child's confidentiality).

51. If we are alerted to the sharing of information covered in **points 49-50**, we will consider this a breach of contract. In this case, we may:

- a. Terminate our contract with you immediately. You will remain liable for the full cost of the contract.
- b. Pursue a private remedy, such as asking you or the public platform to which the work has been posted to remove the content.
- c. Pursue legal remedy if the information could be considered defamatory or in breach of copyright laws (this is particularly relevant to any written comments or the misuse of extracts of our work, any goods provided, or similar).
- d. Raise a safeguarding concern where we reasonably believe that the information shared could put you, your child or someone else at serious or immediate risk of harm.
- e. This is not an exhaustive list of remedies; we may take one or more actions with respect to this breach.

Risk and Title

52. Risk of damage to, or loss of, any associated goods will pass to you when the goods are delivered to you (see **point 35**).



53. You are not entitled to any service and only own (for your personal use) the associated goods once we have received payment, as outlined in **point 31**. Suppose full payment is overdue or a step occurs towards your bankruptcy. In that case, we can choose, by notice, to cancel any service and end any right to use the associated goods provided. In this case, you must return, delete, or destroy any associated goods we have already provided. We reserve the right to enforce copyright infringement if you do not comply with this request.

Withdrawal

54. You can withdraw the order by telling us before the contract is made if you wish to change your mind without giving us a reason and without incurring any liability (see **point 25** for the order process).

55. If you decide to withdraw after making the contract with us, you will be liable for all associated costs incurred (**see point 27**) plus all contracted costs relating to the order made. For example, when you ask us to complete a piece of work, you will be liable for the entire amount at the point of entering the contract, whether you decide to withdraw or refuse any or all parts of our service including, but not limited to any associated report, goods, or other products or services. This is universally applicable to all payment options documented in these terms and any that we may discretionally offer. **Points 23 and 25f** must be satisfied for the client to be liable for contracted costs.

Conformity

56. We will supply the services with reasonable skill and care.

57. In relation to the services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the services, is a term of the contract (which we must comply with) if you take it into account when deciding to enter this contract, or when making any decision about the services after entering this contract. Anything you consider when making your decision is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this contract or later). Any unauthorised comment made by a third party that we do not instruct to act on our behalf does not in any way constitute part of our agreement with you. If you need clarification, please check with us first.



Zero-tolerance against abuse and violence

58. We believe in a mutually respectful, collaborative, and supportive working relationship between us and our clients and partners. We will always treat you with kindness and respect. We will be polite, helpful, and sensitive to your needs and circumstances.
59. We understand that the circumstances that bring us to work together can be emotive and that this can lead to human beings not always acting in a way we might consider reasonable. We will consider this when working with you.
60. However, everyone has the right to work without fear of abuse, violence, or intimidation. It is unfortunate that in recent months and years, health and care professionals – including psychologists – have experienced a rise in abuse, violence, and intimidation. This is unacceptable and will not be tolerated.
61. We operate a zero-tolerance policy with respect to abuse, violence, or intimidation towards our directors, staff, associates, or partners. This behaviour will form a serious contract breach. This is in line with the UK Government's 'Zero-Tolerance' campaign.
62. The following behaviours or attitudes are those we find unacceptable in the context of this policy – this is regardless of whether such behaviour or attitudes are directed towards anyone working for or representing us, other clients, or our partners, or where others overhearing comments or seeing such behaviour could be alarmed or distressed:
- a. Any use of verbal abuse, including swearing and the use of insults.
 - b. Any use of written communication (e.g., email, social media, letters, and similar) to abuse, insult, distress, threaten, or act aggressively or maliciously.
 - c. Using discriminatory language in relation to race, gender, sexual orientation, age, disability, and all other forms of language which are oppressive, derogatory, or discriminatory.
 - d. Any form of physical violence, including all forms of 'touch-based' aggression (e.g., pushing, shoving, slapping, spitting, punching, etc.) or use of any other object or weapon to threaten, intimidate, or cause harm.
 - e. Any form of sexual harassment.



- f. Persistent or unrealistic demands that cause stress to us that cannot be met and after providing you with an explanation as to why these cannot be met, where possible.
 - g. Any damage caused to property, including office space and equipment, from which we work with you.
 - h. Attending any sessions under the influence of illicit drugs or alcohol.
63. Behaving in this way is a choice. We will take appropriate action if you abuse, threaten, intimidate, insult, distress, or otherwise act aggressively towards us, our other clients, partners, or representatives or could reasonably cause distress to others who might witness such behaviour or attitudes. This might include, but is not limited to:
- a. A reminder that the behaviour or attitude expressed is unacceptable and either has or might cause harm or offence (context-dependent).
 - b. A restriction on the types of services we will offer or any future support that might have been provided if not for the incident.
 - c. Refusal to provide part or all services we would otherwise offer to the general public.
 - d. Immediate termination of our contract by which you will remain liable for all associated fees and costs.
 - e. In extreme cases, raising a safeguarding referral to the appropriate authorities where we believe your behaviour poses a serious or immediate risk of harm to yourself or others.
 - f. In extreme cases, report the matter to the police.
 - g. Where appropriate seek criminal prosecution or civil claim.
64. In summary, everyone working with or for us are expected to treat clients and partners with respect and kindness **at all times**. We expect to receive this respect and kindness in return.

Conformity, Quality Assurance, and dispute resolution



65. Our reports go through an internal quality assurance process. Where a query is made, the report will be checked by a second psychologist to ensure compliance with internal and external governance.
66. We only provide advice based on good evidence, accepted ethical standards, or the governing law of England and Wales. We will always signpost to the evidence we have used in our reports but will be happy to explain our findings and views and signpost you explicitly to the relevant evidence on request.
67. If you disagree with our advice, we will work with you to understand why and how we can support a constructive way forward. However, in all cases:
- a. We will always make changes to any factual inaccuracies. With the very best intentions, these can creep in occasionally. A factual inaccuracy is not a matter of opinion but something likely to be universally accepted as an objective fact (e.g., a letter that states a diagnosis, a person's date of birth, spelling of a name, and so on).
 - b. We will always re-word your personal opinions where you have provided these to us and you feel we need to communicate the nuance or sentiment of those views differently.
 - c. We can only make changes to the views of others if they raise this with us.
 - d. We will not make changes to professional advice that we believe to be justified by the available evidence. We will not comment on matters outside of our scope of practice, unless to raise a concern, to signpost to another agency, or provide interim care which is within our scope of practice (for example, sensory processing needs that require further specialist assessment, but that an interim checklist and sensory activities or other resources might be known to us). We will only provide a specific comment on matters you have directed us to include if we can independently substantiate such a view through evidence or where this forms part of your personal views. In the latter scenario, we will happily include views in the appropriate section of the report, but we will not endorse them without available evidence.

Duration, termination, and suspension

68. The contract continues for as long as it takes us to perform the services.



69. Either you or we may terminate the contract or suspend the services at any time by a written notice of termination or suspension to the other if that other:

- a. commits a serious breach, or series of breaches resulting in a serious breach, of the contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
- b. is subject to any step towards its bankruptcy or liquidation.

70. On termination of the contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Data protection and additional contractual obligations

Privacy

71. We respect your privacy and comply with the General Data Protection Regulation regarding your personal information.

72. These Terms and Conditions should be read alongside and in addition to our policies, including our privacy and cookies policies, which can be found at www.papps.org.uk.

73. For these Terms and Conditions:

- a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to, the GDPR.
- b. 'GDPR' means the UK General Data Protection Regulation.
- c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

74. We are a Data Controller of the Personal Data we Process in providing the Services and any associated Goods to you.

75. Where you supply Personal Data to us so we can provide services and goods to you, and we Process that Personal Data as part of providing the services and associated goods to you, we will comply with our obligations imposed by the Data Protection Laws:

- a. before or when collecting Personal Data, we will identify the purposes for which information is collected.



- b. we will only Process Personal Data for the purposes identified.
- c. we will respect your rights in relation to your Data and
- d. we will implement technical and organisational measures to ensure your Personal Data is secure. For example, our website is hosted on a secure server managed by a data-compliant third party, and all personal documents will be processed using Egress, a UK government-approved secure email platform.

76. For any enquiries or complaints regarding data privacy, you can email npalmer@papps.org.uk.

Successors and our sub-contractors

77. Either party can transfer the benefit of this contract to someone else and will remain liable to the other for its obligations under the contract. The supplier will be liable for the acts of any sub-contractors it chooses to help perform its duties.

Circumstances beyond the control of either party

78. In the event of any failure by a party because of something beyond its reasonable control:

- a. the party will advise the other party as soon as reasonably practicable, and
- b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the client's above rights relating to delivery.

Excluding liability

79. We do not exclude liability for (i) any fraudulent act or omission or (ii) death or personal injury caused by negligence or breach of the supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the contract was made, or (ii) loss (e.g., loss of profit) to your business, trade, craft or



profession which would not be suffered by a consumer - because we believe you are not buying the services or being supplied with any associated goods wholly or mainly for your business, trade, craft or profession.

Contractual fairness

80. We believe this contract to be fair in all respects. It provides legal grounds upon which we promise to deliver services to you within all professional codes and standards of practice and what your responsibilities as a client are to us.
81. You accept this as a fair and reasonable contract when you commission our work. If you need more clarification on these Terms and Conditions, please get in touch, and we will be more than happy to help. Please only use our services if you are happy to be bound by these Terms and Conditions.

Governing law, jurisdiction, and complaints

82. The law of England and Wales governs the contract (including any non-contractual matters).
83. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the client lives in Scotland or Northern Ireland, in the courts of Scotland or Northern Ireland respectively.
84. We try to avoid any disputes, so we deal with complaints as follows:
- a. We want to ensure you are satisfied with the services we provide and welcome open communication with our clients to ensure any issues can be resolved proactively and positively. We will do everything we can to ensure our services are clear and that any limits to our involvement are explained. We will do this initially at the very start of our interactions, including, as far as reasonably possible, through our advertising, website, and any enquiries you may make to us. Before work commences, we will email you an outline of what has been agreed.
 - b. If you are unhappy with any service provided by us, in the first instance you should discuss this with your assigned psychologist. We want you to be happy and confident in the services we provide.
 - c. We encourage you to raise any questions and discuss any concerns with us as soon as possible with your assigned psychologist. In the



very unlikely event you have a reason to raise a formal complaint, you should put this in writing and send it to us via email at npalmer@papps.org.uk. A second psychologist and senior member of PAPPS will review this complaint. They may contact you or discuss the issue with the assigned psychologist to **determine facts**.

- d. You will get a response from us by return email within ten working days. We will let you know in writing if this is likely to take longer for any reason. As part of this final response, we will offer a follow-up conversation to resolve anything that may still need to be resolved or clarified. This will typically happen via telephone or video call, with a follow-up written summary sent within five working days.
- e. We will do all we can to work with you to find an appropriate solution.

85. We follow these codes of conduct, copies of which you can obtain as follows:

- a. HCPC Standards of Proficiency for Practitioner Psychologists are available at www.hcpc-uk.org/standards/standards-of-proficiency/practitioner-psychologists.
- b. HCPC Standards of Conduct, Performance, and Ethics available from www.hcpc-uk.org/standards/standards-of-conduct-performance-and-ethics.
- c. British Psychological Society Code of Ethics and Conduct available from www.bps.org.uk/guideline/code-ethics-and-conduct.
- d. Institute of Narrative Therapy Associate Member Standards available from www.theint.co.uk.

5-mile radius: Travel within this area does **not** incur any fuel charges





25-mile radius: Travel within this area does **not** incur any additional travel fee

