PALMER & PALMER PSYCHOLOGY SERVICES

Terms & Conditions of Service

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About us

Hello, welcome, it's really good to have you here. We are so excited to be working with you and look forward to providing you with high quality, evidence-based, psychological services.

We are a small, independent, family-run psychology service based in Norwich, with our offices just south of the city. Our services start and end with what matters – you. We work with children and adults, both individually and as part of a family, and across the entire lifespan.

We are HCPC registered and BPS Chartered Educational and Child Psychologists with over 30 years of combined experience working in the fields of child development, mental health, special education, and expert witness testimony. Our services include individual and group therapy as well as specialist psycho-legal, education and child psychology assessments.

As a family business, we know the true value of professional, personalised, and responsive service delivery, when it really matters.



From our family to yours.









Who's Who?



Name: Dr Nick Palmer

Role: Psychologist & Narrative Therapist (Co-Director P&PPS)

Five qualities that describe me: Kind, creative, thoughtful, reflective, and funny.

Three favourite things: Family, theatre, and music (all sorts!).

One way to help me: Be kind.

Talk to me: npalmer@papps.org.uk

Name: Dr Nicola Palmer

Role: Psychologist & Trainee Play Therapist (Co-Director P&PPS)

Five qualities that describe me: Patient considerate, tenacious, caring, and fun.

Three favourite things: Family, tea and cake, and Disney.

One way to help me: Be respectful.

Talk to me: npalmer@papps.org.uk



Our day-to-day operations are supported by our PA, **Patience** (<u>patience@papps.org.uk</u>), our artwork is provided by our long-term collaborator **Ell Rose** at <u>Four Foot Eleven</u> <u>Illustrations</u>, and our website design and technical support is provided by <u>Nu Image</u>.









Consumer Terms & Conditions (General)

We don't like faceless corporation jibber-jabber and, let's face it, small print is boring (yawn!); but it is important you read and understand all these terms and conditions. We accept our working together and rely on these terms to make a legally enforceable agreement without further reference to you. 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 (the **terms**) will apply to the purchase of any service and 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 or P&PPS. 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. Our subscription service is governed by <u>additional terms</u>. By commissioning any of our services, you agree to be bound by these the terms.
- 4. Changes may be made to these terms, from time to time. The most up-to-date version will be provided on our website and is your responsibility to check periodically for such changes.

Interpretation

- 5. **Client** means an individual acting for purposes which are wholly or mainly outside their trade, business, craft, or profession.
- 6. **Contract** means the legally binding agreement between you and us for the supply of the services (i.e., these **terms**).
- 7. **Delivery Location** means the supplier's premises or other location where the services are to be supplied, as set out in the order, or otherwise agreed.
- 8. **Goods** means any goods we supply to you with the services, of the number and description set out in the order.









- 9. **Commission** is the request from the **client** to formally enter into a legally binding agreement as specified in the order and set out in these terms.
- 10. **Order** is the, typically written, details of the **client**'s request for the services from the supplier as set out in these terms.
- 11. Services means the services of the number and description set out in the order.

General Principles

Services

- 12. All services are subject to availability.
- 13. The description of the services 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 services supplied.
- 14. In the case of services tailored to your special requirements, you are responsible for ensuring that any information or specification you provide is accurate.
- 15. Any 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.
- 16. 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

- 17. Occasionally, we may offer discounted fees for our services. 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).
- 18. Where two or more discounts are available, only **one** may be used.
- 19. 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 as outlined in these terms or the order.
- 20. 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 is made by way of a new quotation or order for our services or goods.

- 21. 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:
 - I. **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.
 - II. % 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.
 - III. 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.
 - IV. In respect of **psychologist consultations**, the following applies:
 - i. Discounts <u>only</u> 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 £25 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 (excluding selected welfare benefits).
 - iii. You will be asked to provide proof of eligibility when requesting these services to ensure fair access.









- V. In respect of **therapy**, the following applies:
 - a. Discounts will apply to <u>both</u> in-person and remote sessions.
 - b. 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.
 - c. 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 <u>cannot</u> use this discount with the PWYC offer (below).
 - d. Pay what you can (PWYC) offer:
 - i. A **minimum fee of £25 per session applies**. The consumer may choose to pay more if they can and wish to, but they are not obligated.
 - This offer is <u>only</u> available to those on an **income of** £19,999.99 inclusive of any form of incoming.
 - iv. You will be asked to provide proof of eligibility when requesting these services to ensure fair access.
- VI. 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 any 12-month period. For therapy sessions, 'fair' means no more than six sessions in any 12-month period. In both cases, additional sessions may be purchased with other available discounts (if available) or at full price.

Service Provision and Delivery

Basis of Sale

- 22. The description of the services on our website, catalogues, brochures, or other form of advertisement does not constitute a contractual offer to sell the services or goods.
- 23. When an order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.









- 24. A contract will be formed for the services ordered only upon the supplier sending written confirmation to the client saying that the order has been accepted or, if earlier, the supplier's delivery of the services to the client.
- 25. 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.
- 26. 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.
- 27. 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 order process correctly:
 - I. **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.
 - II. **Step two**: We will endeavour to respond to requests and referrals made in writing (webform or email) within two business days. If no referral has been submitted, we will automatically offer an initial, free 15-minute, consultation to understand how we can help.
 - III. **Step three**: If, after our initial consultation you would like to submit a referral, the client will be signposted back to our website to complete one. We do not follow-up initial consultations and it is the prospective client's responsibility to submit a referral form if they wish to proceed.
 - IV. Step four: The client should complete the referral form online (or by other means as agreed) and as thoroughly as possible. Your answers will form the basis of your instruction or commission to us. Our provider for the referral forms is WordPress, and these are stored on a secure server provided by Nu Image. We may change suppliers at any time without further reference to you.
 - V. **Step five**: We will endeavour to acknowledge receipt of any contact (including referral form) within 48 hours. If you have not already had one, you may request an initial consultation after submitting the referral form. All initial consultations will take place via telephone or video conference call only.
 - VI. **Step six**: In our acknowledgement of receiving contact from you (including the referral form), we will agree either to:









- a. Provide our services to you. In this instance, we will confirm as much via email (or request you complete a referral form if you haven't already).
- b. Advise that our services are unsuitable for your request. 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.
- VII. Step seven: If we agree to provide our services, and you agree to accept, we will send an invoice including a written description of the service and any associated goods to be delivered by us to you. You will have 14 days to withdraw acceptance from the date of invoice 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, in writing, by the 15th day from the date of order to confirm you wish to proceed after the 14 days or 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.

Fees and Payment

- 28. The fees for our 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 <u>price list</u> 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.
- 29. Where our in-person sessions involve us travelling to you, we charge fuel at 50p per mile beyond a five-mile radius of our base 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 or part thereof after the first 30-minutes. There are no additional charges if our work occurs in our office. Other charges may be applicable in certain circumstances, such as overnight accommodation and subsidies, we will confirm these fees, if applicable, from the outset.
- 30. 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 <u>remote practices</u>. Please ensure you familiarise yourself with this guidance if you will be meeting with us remotely.









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- 31. 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.
- 32. All single psychology consultations or therapy sessions must be paid within 24 hours of the session taking place. If these invoices are not settled within this time, we will:
 - I. Send a gentle reminder of the outstanding invoice and ask you arrange payment.
 - II. If it is a recurring issue, we may ask you to pay for your session(s) at least 24-hours in advance.
 - III. If the issue continues or you refuse to pay in advance, we may suspend our services to you temporarily or permanently, pending attempts to find a suitable way forward for both you and us.

33. All other services must be paid in one of the following ways:

- I. 50% at accepting the order before any service are delivered. Then, 50% on completion of agreed service(s) is delivered, but **before** the (draft) report or any associated goods are released.
- II. 100% at accepting the order before any service is delivered.
- III. 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 incurred, including bank processing times, your choice of payment method, declined payments, etc. If you require release of your report urgently, we recommend making payment by BACS.

Delivery – General Principles

- 34. We will deliver the services either in-person or remotely within the agreed timescales or, failing any prior agreement, within a reasonable time.
- 35. Regardless of events beyond our control, with the exception of delays caused by you, if we do not deliver the services on time, you can require us to reduce the fees 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.









- 36. You can treat the contract at an end if:
 - I. we have refused to deliver the services, or if delivery on time is essential considering all the relevant circumstances made known to us 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
 - II. 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.
- 37. Point 36 does not apply in respect of additional costs incurred by us to carry out the service(s) (**see point 29**). These costs will remain due, and you will remain liable for paying them in full.
- 38. 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, except psycho-legal work, whichever form that work takes (in person or remote). We require a minimum of 72 hours' notice to cancel or reschedule all psycholegal work.
- 39. 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

40. 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 <u>Remote Practices Guidelines</u> which extend these terms.

In-person delivery

41. Services delivered in person will take place at our offices:

Harvest House The Common Mulbarton NR14 8JS

Our <u>What Three Words are ///annual.laughs.trombone</u>. 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.









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

Fair usage

- 43. We have three options where 'Fair Usage' is effective. These are:
 - I. **Tier 2** (relating to follow-up email exchanges).
 - II. **Tier 3** (in relation to follow-up email exchanges, video calls, and telephone support).
 - III. Kindness by Design initiative (see point 21).

44. With respect to 43a:

- I. Up to two email exchanges. To avoid doubt, one exchange is your email and our response.
- II. Emails must not exceed one side 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.
- III. Follow-up emails must be taken within three months from the date of any report.

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

- I. Up to two email exchanges. To avoid doubt, one exchange is an email to us from you and our response.
- II. 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. These must be used within three months from the date of any report.
- III. Follow-up consultations will be made up of one 60-minute or two 30minute sessions, conducted by video or telephone call. These must be taken within three months from the date of any report.
- IV. Follow-up consultation will only be available to the person or their parent/career 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.









46. With respect to **43c**, see **point 21**.

Responsibilities and expectations

Additional consent & safeguards

- 47. 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 <u>safeguarding</u>, 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:
 - I. Arranging and speaking to nursery, school, college, or other education provider staff with a legitimate role in your child's care, support, or education.
 - II. 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.
 - III. Any other person with parental responsibility (unless you explicitly inform us otherwise of any legal reason why we must not contact this person(s)).
 - IV. Reviewing any pre-existing information available from professionals within the last 18 months which might include, for example, schoolbased data (e.g., attainment, progress, exclusions, etc.) or professional data (e.g., assessment scores, safeguarding assessments, etc.), and similar.
- 48. We accept no responsibility for any adverse outcome or limitation in our work or conclusions made, as a result of you preventing us from carrying out due diligence in the way described in **point 47**. In some cases, it will mean we can no longer provide the services you requested in a way that is fair, informed, and ethical. In these cases, we will terminate our contract with you, but will remain liable for all costs associated with the contract you have made with us and for any work we have already undertaken.
- 49. All issues relating to the safety and wellbeing of children, young people, or vulnerable adults will be treated in line with our <u>safeguarding policy</u>, which supersedes anything contained in these terms, at all times. Please ensure you familiarise yourself with these; they are an important extension of these terms.









Professional opinions and fair representation

- 50. You understand that you are seeking a professional opinion by asking us to deliver a service. By agreeing to these terms, you understand that our opinion will be based on professional training, psychological literature and research models, 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 the abovementioned information. We will have fulfilled our duty to you by providing this professional opinion.
- 51. 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. 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.
- 52. The rise in social media use means it can be easy to cause harm or confusion to others without intention. We advise against the publishing of any advice we provide 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. This is the best way to avoid the multiple implications that may arise as a result of such posts.
- 53. If you choose to publish on social media, we advise you to do so consciously. You may find it helpful to consider some of the following questions:
 - I. Is the advice and recommendations provided specific to you, your child, or your circumstances?
 - II. Could sharing this advice be harmful to you, the public, or us? For example, does it surrender you (or your child's) right to confidentiality in respect of sensitive information? If a member of the public were to follow advice, however presented, could it cause them harm? Does the sharing of our advice provide adequate context and free from anything that may be considered a misrepresentation, defamatory (written) or slanderous (oral)? Does it breach anyone other person's or organisation's data?
- 54. We encourage our clients to share their experiences, worries, successes, and questions with friends, family, and other support networks and professionals. In fact, we believe this is essential in deciding what services are right for you and your family. However, we also care that such sharing is done respectfully to all parties and free from the possibility of causing harm. Very occasionally, we are made aware of comments on public platforms that cause us concern because









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they **may** be harmful to you, us, or others. Where we are made aware of these, we will:

- I. Reach out to you sharing our concerns.
- II. Where appropriate, request you remove the shared content.
- III. If you refuse and we believe harm has or might be caused, we will immediately pause our contract with you whilst we reach a resolution with you (in this case any delays will be treated as an exception to our liability, see **point 35**) and, where appropriate, we will:
 - a. Raise a safeguarding concern.
 - b. Request the host social media site remove the content.
- IV. In the most serious of cases, we will:
 - a. Make an immediate safeguarding referral where we have any reasonable grounds that you or others are at serious or immediate risk of harm. In these cases, we will act without speaking with you first, as per our <u>safeguarding policy</u>.
 - b. Pursue legal remedy where issues relate to copyright infringement, defamation, slander, or similar.
 - c. Terminate our contract with you. In this case, you will remain liable for the full cost of the contract and all associated costs.
 - d. Impose a permanent ban on you accessing any future services with us (see our <u>safeguarding policy</u> and our **zero-tolerance against abuse and violence** section below).
- V. This is not an exhaustive list of remedies; we may take one or more actions.

Withdrawal

- 55. You can change your mind and withdraw from using our services without providing a reason. You can do this explicitly, such as writing to us at npalmer@papps.org.uk, or implicitly. We will assume that you have withdrawn your consent if one or more of the following are true:
 - I. You have not provided us with a referral form within 7 days of our request.









- II. You notify us, in writing, within 14 days of your order being made and accepted, as long as you have not waived your right to this 'cooling off period'. You may waive this right explicitly (i.e., informing us that you wish to waive this right) or implicitly (i.e., by accepting that work will begin within the cooling off period).
- III. You do not show for your scheduled appointment without notice and attempts to reschedule fail. Please note, in this case, you will remain liable for the missed session and any associated costs (see **point 38**).
- 56. If you decide to withdraw after making the contract with us, and do not exercise your right to withdraw as outlined, you will be liable for all associated costs incurred plus all contracted costs relating to the order made. Please be aware of all cancellation periods required as outlined in **point 38**.

Conformity

- 57. You can expect us to supply the services outlined with reasonable skill and care.
- 58. 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.
- 59. 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

- 60. 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.
- 61. 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 or others might consider reasonable.
- 62. However, everyone has the right to work without fear of abuse, violence, or intimidation. It is unfortunate that in recent years, health, and care professionals including psychologists have experienced a rise in abuse, violence, and intimidation. This is unacceptable and will not be tolerated.









- 63. 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 and result in immediate termination of this contract. This is in line with the UK Government's 'Zero-Tolerance' campaign.
- 64. 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 us, or 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:
 - I. Any use of verbal abuse, including swearing and the use of insults.
 - II. Any use of written communication (e.g., email, social media, letters, and similar) to abuse, insult, distress, threaten, or otherwise act in an aggressive or malicious manner.
 - III. Using discriminatory language in relation to race, gender, sexual orientation, age, disability, and all other forms of language which are oppressive, derogatory, or discriminatory.
 - IV. 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.
 - V. Any form of sexual harassment.
 - VI. Persistent and 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.
 - VII. Any damage caused to property, including office space and equipment, from which we work with you.
 - VIII. Attending any sessions under the influence of illicit drugs or alcohol.
- 65. Behaving in this way is a choice. We will take appropriate action if you choose to behave in this way, which might include but is not limited to:
 - I. A reminder that the behaviour or attitude expressed is unacceptable and either has or might cause harm or offence (context-dependent).
 - II. A restriction on the types of services we will offer or any future support that might have been provided if not for the incident.









- III. Refusal to provide part or all services we would otherwise offer to the general public (effectively, a 'ban' on accessing our services in the future).
- IV. Immediate termination of our contract by which you will remain liable for all associated fees and costs.
- V. 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.
- VI. In extreme cases, report the matter to the police.
- VII. Where appropriate seek criminal prosecution or civil claim which injury or harm has been caused, whether physical, material, or psychological.
- 66. 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.

Quality Assurance and Collaboration

- 67. Our reports go through an <u>internal quality assurance process</u>. Where a query is made, the report will be checked by a second psychologist to ensure compliance with internal and external governance.
- 68. We only provide advice based on primary and secondary 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 and will always be happy to explain our findings and views in more detail, if you wish.
- 69. 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:
 - I. 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).
 - II. 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.
 - III. We can only make changes to the views of others if they raise this with us.









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- IV. We will not make changes to professional advice that we believe to be justified by the available evidence. Where possible, we will provide an account of how we reached our conclusion and the alternative hypotheses that may continue to exist.
- V. 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).
- VI. 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 cannot endorse them without available evidence.
- 70. In respect of **psycho-legal work**, it is your (or nominated representative's) responsibility to provide us with full, unambiguous instruction from the outset. Our overriding duty is always to the court or tribunal judge. Thus, whilst we will always take your views and suggestions for amendments into account, we cannot do so if this runs contrary to our overriding duty.
- 71. We will always provide a **draft report** for your consideration. We will provide **one round of amendments for free**. Additional amendments or a change in requirements not notified to us at the point of commission, may be charged at our standard or, where applicable, corresponding tiered rate.

Duration, termination, and suspension

- 72. The contract continues for as long as it takes us to perform the services.
- 73. 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:
 - I. 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
 - II. is subject to any step towards its bankruptcy or liquidation.
- 74. On termination of the contract for any reason, any of our respective remaining rights and liabilities will not be affected.









- 75. We understand that circumstances change, and this may mean that you require a different or additional service. A common example is the commission of a Tier 3 package, which later becomes a tribunal appeal. In these cases, we will endeavour to accommodate your change in request. However, by making this change, you and we agree to the following:
 - I. We will complete the task originally commissioned work, under the agreed terms. For example, if you commission a Tier 3 package, we will provide you with everything a Tier 3 package includes.
 - II. Where your package deviates from the changes you require, you will be liable for additional costs at the higher price. For example, if your Tier 3 request turns into a Tribunal appeal, the additional charges might include, for example:
 - a. Providing **a Tribunal compliant report** this will be charged at the difference between the Tier 3 and SENDIST plan (typically, circa of £500).
 - b. Undertaking additional work required. For example, to respond to additional or different instruction, or attend pre-hearing meetings, etc. In this example, additional hours will be charged at the Tier 3 hourly rate.
 - c. Attendance at the hearing will be charged at our standard halfday hearing rate **plus associated expenses**. This will be subject to our cancellation policy which applies whether the attendance is in-person or remote.

Additional Obligations

Data Protection

76. We respect your privacy and comply with the General Data Protection Regulation (GDPR) regarding your personal information.

77. We use several terms when speaking of data protection, for clarity:

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









- 78. Generally, we are a Data Controller of the Personal Data we process in providing the services and any associated goods to you. However, where we work through a third party, such as a local authority, we may be a Data Processor only.
- 79. Where you supply Personal Data to us directly, we will usually be the Data Controller. In this case, we will comply with our obligations imposed by the Data Protection Laws, which are:
 - I. Before or at the time of collecting Personal Data, we will identify the purpose(s) for which information is collected.
 - II. We will only process Personal Data for the purposes identified.
 - III. We will respect your rights in relation to your Data; and
 - IV. We will implement technical and organisational measures to ensure your Personal Data is secure. We do this in the following ways:
 - a. We have <u>Data Processing Agreements</u> in place with third party organisations and colleagues who require access to your data in order for us to deliver our services. We remain the Data Controller.
 - b. We use a practice management software called **Power Diary**. This is an integrated system where we store and process most of your data. This system is operated by Power Diary Pty Ltd, a registered company in Australia. Power Diary has industryleading <u>security protocols</u> in place to protect your Personal Data.
 - c. We send all personal documents via Egress, a UK governmentapproved secure email platform, which offers <u>end-to-end</u> <u>encryption</u>. You can receive, send, and reply to our Egress emails for free.
 - d. Our website is designed on <u>WordPress</u> and maintained and hosted by our technology partner, <u>Nu Image</u> who are based in Norwich, UK.
 - e. Additionally, your data is managed in line with our <u>Cookies</u>, <u>Privacy</u>, and <u>Website</u> terms.
- 80. For any enquiries regarding data privacy and Freedom of Information requests you can email us at npalmer@papps.org.uk with the subject heading 'data protection'.









Successors and our sub-contractors

81. 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

- 82. In the event of any failure by a party because of something beyond its reasonable control:
 - I. The party will advise the other party as soon as reasonably practicable; and
 - II. 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

83. 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

- 84. We believe this contract to be fair in all respects. It provides legal grounds upon which we promise to deliver services to you within professional codes and standards of practice and legal obligations, and what your responsibilities as a client are to us.
- 85. You accept this as a fair and reasonable contract when you commission our service(s). If you need more clarification on these terms, please <u>get in touch</u>, and we will be more than happy to help. Please only use our services if you are happy to be bound by these terms.









Governing law, jurisdiction, and complaints

- 86. The law of England and Wales governs the contract (including any noncontractual matters).
- 87. 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.
- 88. We endeavour to provide a high-quality service, always. However, despite best endeavours, from time to time, things can and do go wrong. Whenever that happens, we will always act with integrity and candour, with a solution-focused, collaborative attitude. This is outlined in our <u>complaint's procedure</u>.
- 89. We follow these codes of conduct:
 - I. HCPC Standards of Proficiency for Practitioner Psychologists
 - II. <u>HCPC Standards of Conduct, Performance, and</u> <u>Ethics</u>
 - III. British Psychological Society Code of Ethics and Conduct
 - IV. Institute of Narrative Therapy Associate Member Standards









Corporate (B2B) Terms & Conditions (General)

Application and entire agreement

- These Terms and Conditions apply to the provision of the services detailed in our quotation (services) by Palmer and Palmer Psychology a company registered in England and Wales under number 14602051 whose registered office is at 54 Thorpe Road, Norwich, Norfolk, NR1 1RY (we or us or service provider or supplier) to the person buying the services (you or client).
- 2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the services (whichever happens earlier) and these terms, and our quotation (**the contract**), are the entire agreement between us.
- 3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These terms apply to the contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

Interpretation

- 4. **Client** means an individual(s) acting within their profession and on behalf of their trade, business, craft, or private individual client(s).
- 5. **Contract** means the legally binding agreement between you and us for the supply of the services (i.e., these **terms**).
- 6. **Delivery Location** means the supplier's premises or other location where the services are to be supplied, as set out in the order, or otherwise agreed.
- 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 and set out in these terms on behalf of their organisation, profession, or individual client(s) in the course of delivering their services to that person(s).
- 9. **Order** is the, typically written, details of the **client**'s request for the services from the supplier as set out in these terms. This includes, in the case of psycho-legal work, clear and unambiguous instruction.









- 10. Services means the services of the number and description set out in the order.
- 11. **Business day** means any day other than a Saturday, Sunday or bank holiday in England and Wales.
- 12. **Miscellaneous** the **headings** in these terms are for convenience only and do not affect their interpretation. **Words** imparting the singular number shall include the plural and vice-versa.

Services

- 13. We warrant that we will use reasonable care and skill in our performance of the services which will comply with the quotation, including any specification in all material respects.
- 14. We reserve the right to make any changes to the services which are necessary to comply with any applicable law or safety requirement. We will notify you if this is necessary.
- 15. We will use our reasonable endeavours to complete the performance of the services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations unless this has been explicitly agreed in advance.
- 16. All these terms apply to the supply of any goods as well as services unless we specify otherwise.

Your obligations

- 17. You must obtain any permissions, consents, referral forms, licenses or otherwise that we need and must give us access to any, and all, relevant information, materials, properties, and any other matters which we need to provide the services.
- 18. You are responsible for all associated costs with us delivering the service(s) to you or your clients. This includes, but it not limited to, a safe and secure space within which services can be undertaken (if you choose for services to be delivered outside of our offices) and any utility fee for example, WiFi, electricity, gas, and water rates, as applicable.
- 19. In respect of all **psycho-legal work**, you must provide clear and unambiguous instruction. You understand that we will only respond to the instructions specified. New or altered instruction may incur additional fees.









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20. We are not liable for any delay or failure to provide the services if this is caused by your failure to comply with the provisions of this section (**your obligations**) or any other condition within these terms.

Fees

- 21. The **fees** for our service(s) are set out in the quotation and are on a time and materials basis. A <u>price structure</u> is provided for information only. Non-standard referrals may vary. The price structure does not replace a quotation.
- 22. In addition to the fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the services, and c) the cost of any materials required for the provision of the service(s). We will always provide details of additional costs where they can be reasonably foreseen.
- 23. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our hourly rate in effect at the time of performance, or such other rate as may be agreed between us.
- 24. The fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority. We are not currently required to be VAT registered, though this is subject to change.

Discounts

- 25. From time to time, we may offer discounted fees at our sole discretion. We may withdraw or alter any discounts, at any time, without notice.
- 26. Any discount will be limited to the service(s) and period notified in the quotation provided. Such discounts will not apply beyond the quotation provided, other than by written agreement in the form of a new quotation for future services.
- 27. You will not qualify for any initiatives or discounts that might become available to non-business clients (i.e., consumers).









Cancellation and amendment

- 28. We can withdraw, cancel, or amend a quotation if it has not been accepted by you, or if the service(s) have not started, within a period of 14 days from the date of the quotation (unless the quotation has been withdrawn).
- 29. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
- 30. If you want to amend any details of the service(s), you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the fees and invoiced to you.
- 31. If, due to circumstances beyond our control, including those set out in the clause below (circumstances beyond a party's control), we must make any change in the service(s) or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.
- 32. 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**; or **48 hours' notice for all other services**, <u>except</u> **psycho-legal work**, which requires a minimum of **72 hours' notice**, whichever form that work takes (in person or remote).
- 33. 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).

Payment

- 34. We will invoice you for payment of the fees either:
 - a. When we have completed the service(s) (by prior agreement only); or
 - b. After seven days of delivering a draft report to you (or your client); or
 - c. On the invoice dates set out in the quotation.
- 35. You must pay the fees due within 28 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
- 36. Time for payment shall be of the essence of the contract.









- 37. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 5% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
- 38. All payments due under these terms must be made in full, without any deduction or withholding, except as required by law and neither of us can assert any credit, set-off or counterclaim against the other to justify withholding payment of any such amount in whole or in part.
- 39. If you do not pay within the period set out above, we can suspend any further provision of the service(s) and cancel any future services which have been ordered by, or otherwise arranged with, you.
- 40. Receipts for payment will be issued by us only at your request.
- 41. All payments must be made in Great British Pounds (GBP) unless otherwise agreed in writing between us.

Sub-Contracting and assignment

- 42. We can at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of our rights under these terms and can subcontract or delegate in any manner any or all our obligations to any third party. This condition *may* be suspended on request by you, but *only* with our prior written agreement.
- 43. You must not, without our prior written consent, assign, transfer, charge, subcontract, or deal in any other manner with all or any of your rights or obligations under these terms.

Termination

- 44. We can terminate the provision of the service(s) immediately if you:
 - a. Commit a material breach of your obligations under these terms; or
 - b. Fail to make payment for any amount due under the contract on the due date for payment; or
 - c. Are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or









- d. Enter a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- e. Convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed, or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

Quality Assurance and Collaboration

- 45. Our reports go through an internal <u>quality assurance process</u>. Where a query is made, the report will be checked by a second psychologist to ensure compliance with internal and external governance.
- 46. We only provide advice based on primary and secondary evidence, accepted ethical standards, and the governing law of England and Wales. We will always signpost to the evidence we have used in our reports and will always be happy to explain our findings and views in more detail, if you wish.
- 47. 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 client's personal opinions where they have provided these to us, and 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. Where possible, we will provide an account of how we reached our conclusion and the alternative hypotheses that may continue to exist.









- e. 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).
- f. 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 client's personal views. In the latter scenario, we will happily include views in the appropriate section of the report, but we cannot endorse them without available evidence.
- g. In respect of **psycho-legal work**, it is your responsibility to ensure your client complies with all aspects of these terms and are made aware of any necessary costs.
- h. In respect of **psycho-legal work**, it is your responsibility to provide us with full, unambiguous instruction from the outset. You understand that our overriding duty is always to the court or tribunal judge. Thus, whilst we will always take your or your client's views and suggestions for amendments into account, we cannot guarantee changes if this runs contrary to our overriding duty or available evidence.
- We will always provide a draft report for your (or your client's) consideration. We will provide one round of amendments for free. Additional amendments or a change in requirements not notified to us at the point of commission, may be charged at our standard or, where applicable, corresponding tiered rate.

Intellectual property

48. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the service(s), including reports. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

Liability and indemnity

- 49. Our liability under these terms, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
- 50. The total amount of our liability is limited to the total amount of fees payable by you under the contract.









- 51. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the service(s) or the performance of any of our other obligations under these terms, or the quotation for:
 - a. Any indirect, special, or consequential loss, damage, costs, or expenses; or
 - b. Any loss of profits, anticipated profits, of business, data, reputation, or goodwill, of business interruption, or other third-party claims; or
 - c. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d. Any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - e. Any losses arising directly or indirectly from the choice of service(s) and how they will meet your requirements or your use of the services or any goods supplied in connection with the service(s).
- 52. You must indemnify us against all damages, costs, claims, and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
- 53. Nothing in these terms shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Data Protection

- 54. When supplying the service(s) we may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the client.
- 55. The parties agree that where such processing of personal data takes place, the client shall be the 'data controller' and we shall be the 'data processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.
- 56. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
- 57. We will only request data for a specified purpose, which we will identify before collection.









- 58. We will only process Personal Data for the purposes identified.
- 59. We will respect you and/or your client's rights in relation to your/their Data.
- 60. We will implement technical and organisational measures to ensure your Personal Data is secure. We do this in the following ways:
 - a. We have <u>Data Processing Agreements</u> in place with third party organisations and colleagues who require access to your or your client's data for us to deliver our services.
 - b. We use a practice management software called **Power Diary**. This is an integrated system where we store and process most of your data. This system is operated by Power Diary Pty Ltd, a registered company in Australia. Power Diary has industry-leading <u>security protocols</u> in place to protect your Personal Data.
 - c. We send all personal documents via Egress, a UK government-approved secure email platform, which offers <u>end-to-end encryption</u>. You can receive, send, and reply to our Egress emails for free.
 - d. Our website is designed on <u>WordPress</u> and maintained and hosted by our technology partner, <u>Nu Image</u> who are based in Norwich, UK.
 - e. Additionally, your data is managed in line with our <u>Cookies</u>, <u>Privacy</u>, and <u>Website</u> terms.
- 61. For any enquiries regarding data privacy and Freedom of Information requests you can email us at npalmer@papps.org.uk with the subject heading 'data protection'.

Circumstances beyond a party's control

62. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.









Communications

- 63. All notices under these terms must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 64. Notices shall be deemed to have been duly given:
 - a. When delivered, if delivered by courier or other messenger (including registered mail), during the normal business hours of the recipient; or
 - b. When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; or
 - c. On the fifth business day following mailing, if mailed by national ordinary mail; or
 - d. On the tenth business day following mailing, if mailed by airmail.
- 65. All notices under these terms must be addressed to the most recent address or email address notified to the other party.

No waiver

66. No delay, act, or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

67. If one or more of these terms is found to be unlawful, invalid, or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these terms (which will remain valid and enforceable).

Law and jurisdiction

68. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.









Governing law, jurisdiction, and complaints

- 69. The law of England and Wales governs the contract (including any noncontractual matters).
- 70. 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.
- 71. We endeavour to provide a high-quality service, always. However, despite best endeavours, from time to time, things can and do go wrong. Whenever that happens, we will always act with integrity and candour, with a solution-focused, collaborative attitude. This is outlined in our <u>complaint's procedure</u>.
- 72. We follow these codes of conduct:
 - a. HCPC Standards of Proficiency for Practitioner Psychologists
 - b. <u>HCPC Standards of Conduct, Performance, and</u> <u>Ethics</u>
 - c. British Psychological Society Code of Ethics and Conduct
 - d. Institute of Narrative Therapy Associate Member Standards









Subscription Membership Terms & Conditions

Application

- 1. These Terms and Conditions will apply to the use of a Subscription Membership for a specified period by you (the **client** or **you**).
- 2. We are Palmer and Palmer Psychology (Services) Ltd, a company registered in England and Wales (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 (**our** or **us** or **we**).
- 3. These are the terms and conditions upon which we sell our Subscription Membership Service (the **service**) to you, and to which you agree to be bound.

Other applicable terms

- 4. These terms must be read in conjunction with our <u>Website Policy</u>, <u>Privacy Policy</u>, <u>Cookie Policy</u>, and <u>Consumer Terms and Conditions</u>. By purchasing and/or using this additional service, you also agree to these policies and terms.
- 5. If you do not agree to the terms of this service or associated terms as set out in point 4, please <u>do not</u> access or use these services.
- 6. You understand that, from time to time, we may add, exclude, or otherwise modify these and associated terms. Your continued access or use of our service(s) constitutes your acceptance of such changes. It is your responsibility to check regularly for any changes.

Membership Subscription License and Description

- 7. Upon payment of the appropriate fee, you will have access to the service and its contents for your **own personal use only**. This is granted on a non-exclusive license for the duration of the membership period. A non-exclusive license means that:
 - a. The content is not limited to only you and is also available to others who purchase a subscription or otherwise, at our sole discretion.









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- b. You have the right to use the content within the terms of the license (as outlined in this document). But this does not restrict the rights of us as the content owners, in any way. This means, we retain the right to license the work to others and to sell, package, distribute, modify, remove, or in any other way exercise our rights as licensors of the content.
- 8. You must be 18-years old or over to subscribe to and use the service.
- 9. We have a legal duty to supply you with the service in line with The Consumer Rights Act 2015. This is known as your statutory rights. To this end, the service we provide must:
 - a. Be as describe.
 - b. Fit for purpose.
 - c. Of satisfactory quality.
- 10. Your membership is a **digital service only**. There is no physical product, and you are responsible for any associated costs, such as, for example, printing, paper, ink, and so forth, should you wish to create a physical copy of any of the content available.
- 11. Content is displayed accurately on our website. However, the actual colours that you see on your device or when printed, may vary. This is because light on a screen generally passes through Red, Green, and Blue (RGB) colour mixes and, when printed, light passes through dots with a mixture of Cyan, Magenta, Yellow, and Black (CMYK). CMYK has a smaller colour spectrum than RGB and so colour matches are not always possible. Other factors such as display size, screen ratio, brightness, hardware (such as graphics cards), software (such as any third-party programme or browser you use to access our service), and similar, may also affect how content is displayed and reproduced.

Intellectual Property and Responsibilities

- 12. We remain the sole owner of all right, title, and interest in all content within this website (<u>www.papps.org.uk</u>) and its associated extensions and pages.
- 13. We are the sole owner of all material and associated rights. By purchasing (and/or using) this service, you **must**:
 - a. Use the resources provided for **personal use only**.
 - b. Be an individual (i.e., not a business or other organisation).









- c. Ensure <u>all</u> identifiable ownership, such as logos, website address, copyright notifications, and similar are left intact.
- d. Acknowledge Palmer & Palmer Psychology (Services) Ltd as the originator of the material.
- e. Accept these terms without limitation.
- 14. By purchasing (and/or using) this service, you must not:
 - a. Download or store any material in any format available now or in the future, including in any electronic or hard copy. All material must be accessed and used directly from our website and is available for the subscription period only.
 - b. Reproduce or modify, in any way, any of our resources, or part thereof.
 - c. Host any of our content on your own or any third-party electronic database or content-sharing platform, including social media.
 - d. Use any of our content, in any form, for commercial purposes. There are, however, some exceptions to this condition, in that you **may** use content:
 - i. When working with the person(s) for whom the original assessment or support package was purchased (see 'The Service' section below).
 - ii. During individual or group sessions for which you may charge a fee as part of your own, personal, professional practice (i.e., as a sole trader or individual practitioner).
 - e. Purchase, use, or store any of the resources for use by anyone other than the original subscriber (**you**). Subscriptions are intended for individual use only. If you wish to access these resources as part of an organisation, please <u>contact us</u> for details of our **Corporate License Agreement**.
 - f. Transfer any of your rights under these terms and conditions to any other person or entity (including any organisation). Any attempts to do so will result in immediate suspension of your subscription.
 - g. Use our content as part of <u>any form</u> of artificial intelligence platform or system that may be available now or in the future.
 - h. Claim or attempt to claim any intellectual property of the content that belongs to us. This includes as part of **any** teaching or training sessions









(i.e., in schools, colleges, universities, training you or any of your associates have developed, and the like).

The Service

15. A membership to the service can be obtained in one of the following ways:

- a. By purchasing a designated assessment package as a consumer (Tier 3) or corporate client (Exclusive Retainer only). You will be provided with free access to the service for 12-months from the date your package begins, on request.
- b. By purchasing a subscription for either 3-, 6-, or 12-months at the rate published at the time of purchase. Your access will begin on the day of purchase and end on the anniversary of your subscription at either 3-, 6-, or 12-months depending on your chosen membership length.
- c. By purchasing a lifetime subscription at the rate published at the time of purchase. Your access will begin on the day of purchase and continue until one or more of the following conditions apply:
 - i. The service closes.
 - ii. The content is removed, modified, or otherwise deleted.
 - iii. We cease trading, sell the business or parts thereof, or transfer our rights as licensor to a third-party.

In these circumstances we will provide you with 28-days' notice via email. It is your responsibility to ensure we have your most current contact details. Our attempt(s) to contact you will constitute us serving notice of such changes, whether you receive them or not.

- 16. Point 15a will vary for those who have purchased a Tier 3 package between 1st January 2024 and 30th September 2024, as the service may not be operational in full or part during this time. Those who purchased a Tier 3 package prior to 1st January 2024, do not qualify for free access. This also applies to any client historic, current, or future, who has breached their <u>terms of agreement</u>.
- 17. In the event that the service ceases to exist, you will not be entitled to any form of refund or compensation. At our sole discretion, we may provide a partial refund if you have been subscribed to the service for 364 days or less (in respect of 12-month and lifetime memberships), 179 days or less (in respect of 6-month memberships), and 89 days or less (in respect of 3-month memberships) at the time the service is suspended or closed.









- 18. Your subscription allows you to access the service for the specified period, 'as is'.
- 19. The service includes access to:
 - a. Original content including:
 - i. Written blogs and articles.
 - ii. Audio files, such as 'Ask an EP'.
 - iii. Video files, such as walk-throughs and explanations.
 - iv. Information and factsheets.
 - v. Practical interventions / support.
 - vi. And similar, as determined on an ongoing basis.
 - b. Unoriginal content including:
 - i. Resources for which we have an agreement with the content owner to share.
 - ii. Links to third party websites and resources which we believe may be of interest to our clients. Though you understand that these are not endorsements of the relevance, quality, or applicability to you or your associates' circumstances. You must, therefore, exercise your own due diligence.

All, some, or none of the above content may be available at the point of purchasing (and/or using) the service. You can contact us before purchasing (and/or using) the service for guidance on what is available at the time.

20. By accessing the service, you understand that:

- a. None of the content is intended to replicate or replace individual professional advice, guidance, recommendation, or similar advice in any regard.
- b. None of the content is designed to be shared with others as professional advice either explicitly or implicitly.
- c. The content may, from time to time, change. This means some materials may become available, where other content may be removed, or









modified. We make no guarantee to the availability of any specific content, at any time.

d. The volume of content will build over time. This means, when the service opens you may have access to limited resources which will gradually increase as time passes. The price you pay for the subscription reflects the content available at the time of purchase (or renewal). We make no guarantee to the amount of additional content made during your subscription period.

Renewal, Cancellation & Account Suspension

- 21. We will **not** auto-renew your subscription. This means, if you wish to continue you must either opt in to auto-renewal (if this is presented as an option at checkout, which is managed by a third party) or ensure you purchase a new subscription before your current one lapses.
- 22. You have the right to cancel your subscription within 14-days. This is known as the 'cooling-off' period. However, **you agree to waive this right if you log-in and access any of the content during the first 14-days**.
- 23. You cannot cancel your subscription once you are beyond the 14-day cooling-off period or if you use your subscription to log-in and/or access content within the first 14-days of purchase. In these instances, you can allow your subscription to lapse as per **point 21**.
- 24. You may request the closure of your account at any time by emailing us at npalmer@papps.org.uk. You will not be entitled to a partial or full refund of any unused subscription period unless **point 22** applies.
- 25. At the end of your subscription period, if you do not renew or if you choose to close your account before the end of your subscription your account and data will be permanently deleted. We will endeavour to do this within seven full business days wherever possible, and in any case, within 28-days. Once this occurs, we are unable to retrieve any of your data. If you wish to re-join at a later date you will need to complete the full registration process from the beginning. We **do not** archive accounts.
- 26. We reserve the right to refuse membership without giving a reason. In this case, we will remove your data from our system and refund your subscription charge.
- 27. If you breach any of these terms or associated terms or polices (see **point 4**), we will revoke your license to the service immediately. In this case, you will not receive any form of refund, either in part or full.









28. We may terminate or suspend your account or access to the service at any time with or without notice and without liability to you. This usually occurs, for example, if you have breached (or we have good reason to believe you have breached) any of our terms and conditions, or if we believe there has been (or may have been) a security breach by you or a third-party, or for reasons of preservation of integrity to the service, and the security and systems upon which it is based.

Warranty

- 29. We endeavour to provide the best possible service. However, we offer no warranty to your use of any part of the service. Purchasing (and/or using) the service, means you accept that you understand that it is provided on an 'as is', 'as available', and 'where is' basis. We offer no warranty or guarantee in respect of:
 - a. Merchantability.
 - b. Fitness for a particular purpose or that the service or content will meet your requirements or expectations.
 - c. Infringement of third-party rights.
 - d. Viruses, spyware, or malware that may be installed on any electronic device.
 - e. That the service will be available without interruption, fault, be fast, secure, or error-free. The service may, from time to time, be unavailable in part or full as a result of server downtime, carrying out of back-ups, updates, maintenance, improvements, security enhancement, or the like.
 - f. Your use of the service to inform, advise, counsel, or otherwise make use of the service which is not permitted within these terms and conditions, and associated terms as outlined in point 4.
 - g. Your internet connection, issues with downloading, printing, storing, retrieving, or other access to the service.
 - h. Any damage to your electronic device, loss of data, or similar, without limitation, as a result of you using the service. Your use of the service is at your own risk.









Indemnity

- 30. By using the service, you agree to defend, indemnify, and hold us entirely removed against any claims, actions, proceedings, losses, damages, expenses, and costs without limitation to court costs and reasonable legal fees arising out of or in connection with your use of the service.
- 31. We will defend you, or if you are a business client, your officers, directors, and employees, against any claim that the service infringes any copyright, trademark, database right, or right of confidentiality, and shall indemnify you for any amounts awarded against you in judgement or settlement of such claims, providing that:
 - a. You use the service in line with these and associated terms and conditions.
 - b. You give us prompt notice of any such claim.
 - c. You provide reasonable cooperation to us in the defence and settlement of such claim, at our expense.
 - d. We are given sole authority to defend or settle the claim.
- 32. In the defence or settlement of any claim, we may continue to allow you to access the service, replace or modify the service so that they become non-infringing or, if such remedies are not reasonably available, and/or terminate the terms of the service without any additional liability or obligation to pay any damages or additional costs to you, however these may occur.
- 33. We shall not, in any event, be liable to you to the extent that the alleged infringement is based on:
 - a. A modification of the service by anyone other than us.
 - b. Your use of the service in a manner contrary to the instructions given to you by us (such as described in these terms). Including that no part of the content contained within the service must be used, directly or indirectly, explicitly, or implicitly, as professional advice or in a way that could be misinterpreted as advice or guidance.
 - c. Your continued use of the service after notice of the alleged or actual infringement from us or any appropriate authority.
 - d. Your use of the service for any commercial, business, or resale purpose. We have no liability to you for any loss of profit, loss of business, business









interruption, or loss of business opportunity to you, your employees, trustees, directors, agents, or others.

34. We do not exclude or limit our liability for:

- a. Death or personal injury caused by our negligence.
- b. Fraud or fraudulent misrepresentation by us.
- c. Any rights you have as a consumer under statute in England and Wales, including the description, quality, and fitness for purpose.

Disclaimer

This disclaimer will be enforced to the maximum extent permitted by the law of England and Wales. By using the service, you agree

We will not be liable to you for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to your access to or use (or inability to use) the service or any content on the service, exemplary damages, direct or indirect loss of profits revenue, business, anticipated savings, goodwill, opportunity, reputation, business interruption, use, data, or intangible losses whether based on warranty, contract, tort (including negligence), statute, or other legal theory, whether or not we have been informed of the possibility of the damages.

Unless otherwise permitted by the law of England and Wales, our liability to you in contract, tort (including negligence) with regard to these terms or use of the website and/or the service shall be limited the greater of: (a) £100 and (b) the price paid by you to us under any contract during the three months preceding the event giving rise to the claim.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms or any contract that is caused by events outside our reasonable control, these are known as 'Force Majeure Event(s)'. A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond our reasonable control and includes in particular (without limitation) the following:

Strikes, lockouts, or other industrial action.

Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.









Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

Impossibility of the use of public or private telecommunications networks. The acts, decrees, legislation, regulations, or restrictions of any government.

Viruses and cyber-attacks.

Power or other failure affecting any part of our servers, premises, or any other part of our service.

Our performance under any terms or any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance during that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under these or associated terms, or any contract may be performed despite the Force Majeure Event.

If any part of these terms is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected. No delay or failure by us to exercise any of our powers, rights or remedies under this agreement shall operate as a waiver of them nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver, to be effective, must be in writing.

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us. Your use of this Website and any dispute arising out of such use of the website is subject to the laws of England and Wales and you hereby consent to this jurisdiction.

If you are unhappy with all or part of these terms, you **must not** use the service.









Appendix A: Fee Structure (Consumers)

This section outlines our fee structure. This should be used as a **guide only**. It does not replace a quote from us, in writing, based on the specificity of your request. All aspects of our work are subject to change and availability. **Table one** provides an overview of benefits and limitations of each of our Tiered packages, available to our individual, private clients only.

FEE CARD Terms & Conditions apply.	Tier 1 £350	Most Popular £595	Best Value £1095
Psychologist time	Half day (3.5 hrs)	One day (8 hrs)	Two days (16 hrs)
Consultation		S	S
Assessment	S		\checkmark
Report type	Email	Letter	Comprehensive report
Aftercare (email)	\mathbf{X}	\checkmark	\checkmark
Priority turnaround	8	•	S
Aftercare (remote consultation)	\mathbf{X}	×	\checkmark
Access to resources	8	X	S
Additional hourly cost	£90	£75	£70

Table one: Tiered Packages Overview (Consumers only)

Table two, **three**, and **four** provides details of what is included in the of the packages. The areas in **bold** denote what you get extra in each Tier. We are here to help, so if you have any questions or would like a bespoke service then, get in touch, and we will be happy to help!









Table Two: Details of Tier 1 Package

<u>Tier 1</u>

What's included: <u>Half day</u> of psychologist time, which includes preparation, assessment, and write-up. In this time, we can ...

Consult with parents/carers and gather the child's views.

Write a brief summary of key discussion points and any agreed next steps.

Additional hours: £90 per hour is charged for any work not originally agreed.

Report turnaround: 4 weeks on average.

Purpose: This tier is best for talking through a specific concern which have already been identified. For example, as a review of intervention or generating initial ideas about helpful next steps.

Table Three: Details of Tier 2 Package

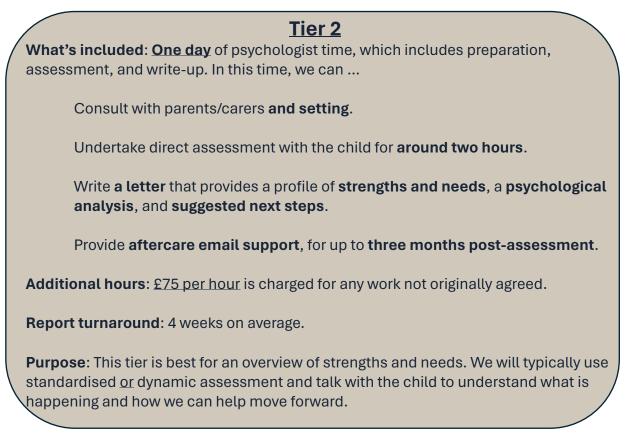










Table Four: Details of Tier 3 Package

<u>Tier 3</u>

What's included: <u>Two days</u> of psychologist time, which includes preparation, assessment, and write-up. In this time, we can ...

Consult with parents/carers, setting and other professionals identified.

Undertake direct assessment with the child for **around three and a half hours** (over one or two sessions).

Write a comprehensive report which will give a detailed psychological analysis of strengths and needs, (SMART) outcomes, and personalised, specified provision necessary to meet need/outcomes.

Provide aftercare email **and remote consultation support**, for up to three months post-assessment (remote consultation is either a one, one hour <u>or</u> two half hour sessions conducted via MS Teams).

Plus, (<u>coming soon</u>) **free membership to our subscription only area** which is full of useful information, practical guidance, and exclusive vlogs and podcasts.

Additional hours: £70 per hour is charged for any work not originally agreed.

Turnaround time: 2 weeks **priority service** and, for <u>every day</u> past the quoted delivery day, <u>we'll refund you £100</u>.

Purpose: This tier is best for a comprehensive 360-investigation of the child's strengths and needs. We complete **both** standardised **and** dynamic assessment and, in consultation with the child and adults, **develop SMART outcomes** and **specific provision** for each area of need. The analysis allows us to <u>draw out</u> <u>nuances</u> in the child's presentation which will provide <u>strong evidence</u> to support adjustments in school, college, or work; applications for Education, Health, and Care Plans; onward referrals for neurodevelopmental pathways; and more.

Please note, the assessments we carry out can *contribute* to holistic identification of neurodevelopmental differences, such as autism and ADHD, however these are **not**, and we do **not** offer standalone diagnostic assessments. NICE best practice guidelines recommend a multi-disciplinary approach in this respect, with diagnosis being made by a psychiatrist or paediatrician. We discuss this further and our position on contributing to these types of differences in our blog, *Neurodiversity: What's in a name?*

Remember: we will <u>always</u> provide you with the most accurate advice and the lowest cost, whether a package or bespoke support. So, if you are unsure, get in touch and we'll do the rest.









Appendix B: Fee Structure (Corporate)

This section outlines our fee structure. This should be used as a **guide only**. It does not replace a quote from us, in writing, based on the specificity of your request. All aspects of our work are subject to change and availability. **Table five** provides a visual overview of our offer to schools and education providers.

			Limited availability
FEATURES	AD HOC	NON-EXCLUSIVE	EXCLUSIVE
Retainer	n/a	£1,200	£2,500
Days included	n/a	2	4
Additional day cost	£600	£540 - 10% discount -	£495 - 17.5% discount -
See an EP See a qualified psychologist <u>every</u> time.	within 6 weeks	within 15 days - full school days -	within 10 days - full school days -
Year round availability	- term-time only -	✓	✓
Travel charge	50p per mile - door-to-door -	Free - First 15 minutes travel & all fuel -	Free - First 30 minutes travel & all fuel -
Parent & Staff discount	×	- 5% on all self-funding referrals -	- 10% on all self-funding referrals -
Priority report completion	- Delivered within 4 weeks -	- Delivered within 4 weeks -	- Delivered within 2 weeks -
Named psychologist	×	×	✓

Table five: Schools and education providers

We are so confident in the quality of our services, delivery times, and costs; that we will beat **any** like-for-like quote. Just send us details of the quote on headed paper and we'll do the rest. Plus, if you sign up to our **exclusive retainer package** you will receive a special rate on our therapy offer too. We don't just *do* different, we *are* different.

Table six and **seven** provide a visual overview of our specialist offer available to psycho-legal Case Management Services and their clients; but also, to private individuals who wish to commission us for any of the below services.









Table six: Psycho-legal Case Management Services

SENDIST			
Client	Purpose	Assessment time (est.)	Cost (est.)
School, Parent,	SENDIST – child only	Standard x 2 ½ days (20hrs)	£1,600 (£80 p/h)
or LA (or their	Assess & Report		
representative)			
Family, Personal	Injury, Employment, an	d Others	
Client	Purpose	Assessment time (est.)	Cost (est.)
Private	Bundle review,	2 ½ days (20hrs)	£1,900 (£95 p/h)
	assessment, report,		
	and one round of		
	amendments x1		
	For every additional	1 ½ days (12hrs)	£1,080 (£90 p/h)
	person in the same		
	case.		
Legal Aid	Bundle review,	2 ½ days (20hrs)	£1,500 (£75 p/h)
	assessment, report,		
	and one round of		
	amendments x1		
	For every additional	1 ½ days (12hrs)	£840 (£70 p/h)
	person in the same		
	case.		
Appearance at all hearings (whether remote or in-person)			
Client	Purpose	Assessment time (est.)	Cost (est.)
All	Witness Appearance	½ day (3hrs)	£300 (£86 p/h)

Additional notes: We do <u>not</u> currently charge VAT. Estimated turnaround time of 4-6 weeks from instruction to delivery of report. Costs in **table six** are estimates only. Actual cost may be higher or lower depending on exact instruction.

Table seven: Associated fees

Cost Type	Cost	Additional information
Additional hours	£70-£90 p/h	Variable depending on original contract.
Travel	£30 p/h	Standard charge per hour in addition to mileage.
Mileage	£0.50p	Charged per mile, return.
Therapy	£60	Per 50-minute session (single).
Therapy	£75	Per 75-minute session (family of 2+).
Sundries	Quoted on	We charge for necessary accommodation, parking fees,
	request	congestion charges, tolls, train tickets, taxi fares, and
		similar incurred expenses. Where an overnight stay is
		required, we charge supplement fees for meals which
		includes breakfast, lunch, and dinner allowances. Prices









	vary depending on location, with inner-city tending to be
	more expensive than other locations.

Additional notes: Travel charge is rounded up to the nearest 15-minute interval. Chargeable after the first 30-minutes of any distance, for the entire journey. Travel of 29-minutes or less incurs no additional travel charge. Mileage is charged per mile. Mileage is not charged for work undertaken within a 5-mile radius of our base address. Mileage is charged, in full, if we are required to travel beyond the 5-mile radius. Travel time is for the entire trip whether it is within 5-miles or not.







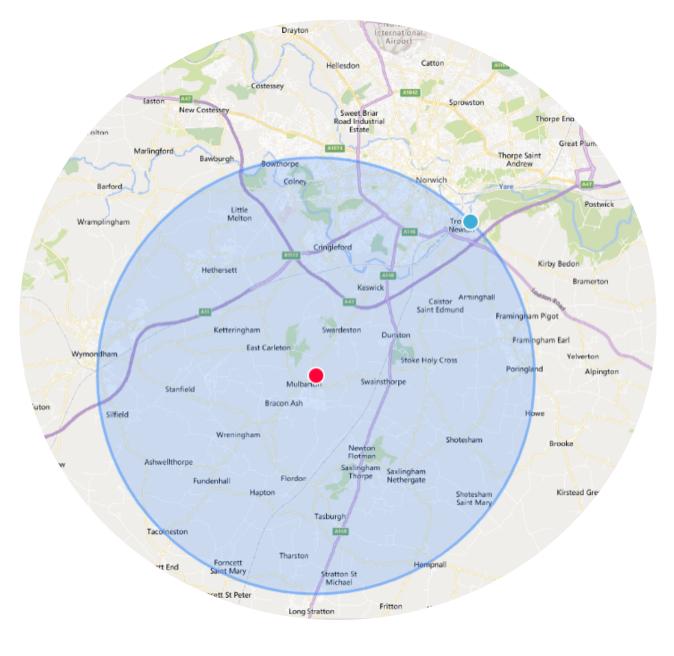


Appendix C: Travel Radius

Our base address is:

Harvest House The Common Mulbarton NR14 8JS

The following map shows a 5-mile radius within which we do **not** charge any mileage or travel time. This applies to both individual clients and corporate clients, with the exception of schools who are on one of our retainer packages.











Appendix D: Remote Practice Guidelines

Context

This guidance is provided to help you decide if working with us remotely is suitable for your or your child's circumstances. We will first set out the evidence we have consulted in identifying the parameters within which remote practices are offered. Then, we will provide an overview of our *considerations* and encourage you to consider what remote assessment might mean for you. This guidance ends with an overview of what we will *do* and recommended actions you should take before deciding if remote working is suitable for you.

Decision-making

- 1. In deciding whether to work together remotely, we will consider the following:
 - a. The referral route and nature of the request.
 - b. Risk versus benefits analysis of the information made available to us.
 - c. Any inhibiting factors (e.g., particular needs or focus that might make remote assessment inaccessible, unsafe, or where risks outweigh benefits).
 - d. Professional judgement, experience, and training parameters.
 - e. The wishes of the client (child, young person, parent/carer, setting staff, etc.) or their legal representatives. We will only work with a person under 18 years old, where there is expressed parental permission.
 - f. The local context includes but is not limited to, the availability of resources, the physical location of the professional and the client (e.g., if they are not local to each other), and so on.
 - g. We can reasonably 'see' the client, particularly when we are asked to work with a child. In this case, 'seeing' a child includes remote direct work, remote observation, photographs, and videos that can be made available to us. If we cannot 'see' the child, we cannot undertake a remote assessment.
 - h. All parties, including parents/carers, children/young persons, and others directly involved with the person's support or care plans (e.g.,









teachers, social workers, etc.), can make themselves available for consultation via remote means. This consideration can only be discarded with express, written permission from the client or their legal guardian. In any case, the final decision on whether to proceed will be with the psychologist.

The nature of our work, referrals, and client's responsibilities

- 2. The nature of our work varies considerably, but includes:
 - a. Direct privately commissioned assessments (locally and nationally).
 - b. Third-party commissioned assessments (e.g. by local authorities or solicitors).
 - c. Direct privately commissioned therapy and mental health support (locally and nationally).
 - d. Individual and group professional supervision.
 - e. Psychological consultation.
 - f. SEND Tribunal (SENDIST), youth justice, tribunal, and civil law proceedings (collective known as 'psycho-legal work').

This is a non-exhaustive list. But it means we have several referral streams.

- 3. It is important that everyone we work with, where remote assessment will or may form part of our approach, has access to this document. With this in mind, it is available on our website at www.papps.org.uk and, where relevant, is explicitly signposted during initial discussions (or as soon as its relevance becomes explicitly known).
- 4. We have identified several areas of risk and benefit and some cautionary points of note. In this respect, we ask clients or their legal representatives to:
 - a. Read and understand this guidance and inform us in advance of any questions or concerns you might have regarding remote practices in your circumstances.
 - b. Recognise that whilst we carry out our due diligence, we will only be privy to some nuances of a case prior to our work together. If, at any time, we become aware of a reason why remote assessment is unsuitable, we will let you know. However, we rely on a collaborative approach to ensure remote working remains suitable. So, if you have any concerns relating to









the information in this guidance or that you become aware of later, you must tell us immediately.

c. Where necessary, alternative approaches will be used, or arrangements made. Where this involves a third party, this may include returning the request to the original referrer, offering an in-person assessment at our offices (at the client's own expense), or otherwise signposting to alternative services.

An introduction to current practices

- 5. Remote practices have become a significant modus operandi since the global pandemic of 2020. In recent years there has been an influx of private sector services exclusively offering telepractice. Perhaps one of the most well-known is the online therapy service, Better Help.
- 6. Yet, test publishers have also developed remote versions of many standardised assessments. For example, Pearson which publishes leading test kits such as the WISC, Raven's, and Vineland, now have a remote assessment platform called Q-Global. The Feuerstein Institute a world leader in dynamic assessment development has launched a fully digital version of the Learning Propensity Assessment Device (LPAD-D). Many public health and local authority services also use a hybrid model. That is part remote and part in-person service delivery.
- 7. Remote practices are here to stay. Despite this, remote practices are not always suitable for all clients. The decision to work remotely is multi-faceted. It is part of clinical judgement, but also client preference and the availability of resources.

Evidence-based risk-benefit analysis of remote practices

8. In 2023, we undertook a thorough review of the available evidence. Table 8 outlines the benefits and limitations to remote practices which we were able to identify at that time:









Table eight: Analysis of Remote Practice

Benefits	Limitations
Time efficient ^{1, 2.}	Accessibility issues, such as technological literacy and equipment ^{1.}
Geographically flexible ^{1, 2.}	Possible reduction in therapeutic alliance particularly in cases of severe mental health disorders ^{1.}
Clients reported feeling comfortable with their clinician would be happy to complete future telehealth assessments and had no concerns about the inaccuracy of remote assessment ^{3, 4.}	Confidentiality, data protection, privacy, and secure digital connections require specific attention ^{4.}
Consultations and assessments with those not accessing or unable to access traditional spaces were more accessible ^{4.}	Standardised assessment of achievement and intelligence testing should only take place in-person unless the test has been specifically designed for remote delivery ^{5.}
Psychologists are able to fulfil their role without the standard or quality of work being negatively impacted ^{4.}	The British Picture Vocabulary Scale (BPVS) may underestimate need when delivered remotely ^{6.}
The Raven's Coloured Progressive Matrices (RCPM) can be delivered in-person or remotely without loss of accuracy, particularly when computer automated ^{6.}	Parents may unintentionally influence a child's performance, rather than allow them to make mistakes ^{6.}
There is minimal differences between delivering Video Interactive Guidance (VIG) in-person or remotely ^{7.}	Can take longer to build rapport, practitioner and client need to have technological skill and confidence, both client and practitioner are at home (framing of the environment and separation of home/work), need for breaks, cannot work with clients remotely if experiencing paranoia, specific

¹ Witteveen, A.B., Young, S., Cuijpers, P., Ayuso-Mateos, J.L., Barbui, C., Bertolini, F., Cabello, M., Cadorin, C., Downes, N., Franzoi, D. and Gasior, M., 2022. Remote mental health care interventions during the COVID-19 pandemic: An umbrella review. *Behaviour Research and Therapy*, p.104226.

² Galvin, E., Desselle, S., Gavin, B., Quigley, E., Flear, M., Kilbride, K., McNicholas, F., Cullinan, S. and Hayden, J., 2022. Patient and provider perspectives of the implementation of remote consultations for community-dwelling people with mental health conditions: a systematic mixed studies review. *Journal of Psychiatric Research*.

³ Gibbs, V., Cai, R.Y., Aldridge, F. and Wong, M., 2021. Autism assessment via telehealth during the Covid 19 pandemic: Experiences and perspectives of autistic adults, parents/carers, and clinicians. *Research in autism spectrum disorders*, *88*, p.101859.

⁴ Greenblatt, R., Gumbs, S., Lemboye, S., Blanchard, J. and Bunn, H., 2021. Educational Psychology in the Virtual World: A Small Study on Practice Adaptations During the COVID-19 Pandemic and Potential Benefits for Future Services. *Educational Psychology Research and Practice*, 7(2), pp.1-11.

⁵ Farmer, R.L., McGill, R.J., Dombrowski, S.C., McClain, M.B., Harris, B., Lockwood, A.B., Powell, S.L., Pynn, C., Smith-Kellen, S., Loethen, E. and Benson, N.F., 2020. Teleassessment with children and adolescents during the coronavirus (COVID-19) pandemic and beyond: Practice and policy implications. *Professional Psychology: Research and Practice*, *51*(5), p.477.

⁶ Ashworth, M., Palikara, O., Burchell, E., Purser, H., Nikolla, D. and Van Herwegen, J., 2021. Online and face-to-face performance on two cognitive tasks in children with Williams syndrome. *Frontiers in Psychology*, *11*, p.594465.

⁷ Yuill, N., Dasgupta, Z., and Glass, D. (2023). The digital divide: How has the move to online intervention affected accessibility to psychological support and what can we learn? *National Institute for Health Research*.









	anxieties, and 'live' domestic violence concerns, and post-meeting support ^{7.}
Cost-effective, reduces carbon footprint, flexibility in adjusting meeting times, promotes better multi- disciplinary working, convenient, reduces anxiety of attending clinic, improved attendance, can be easier to invite extended family members to join or those who do not live (or cannot physically be) in the same place as the client, potential space for informal observation of home conditions, remote working is not a poor substitute for in-person practices – it is just different ^{7.}	Limited comparative studies on client outcomes between remote and in-person services, thus remote practices are not suitable for all people, all the time ^{2, 8, 9.}
Can be a satisfactory form of service delivery when preferences and circumstances are considered. Improved access to services for particular populations ^{8.}	Appropriateness needs to be determined on a case- by-case basis and guided by both the professional and client ^{12.}
Remote practices are not new or particularly 'experimental' ^{9.}	Technology can be unreliable and expensive, static camera view can reduce personability and non-verbal communication ^{10.}
Effective for running support groups ^{11.}	
Specialist assessments and access to professional expertise where these are not otherwise available locally ^{12.}	
Automated computer software is more effective in bringing about mediated change than examiner only delivery of dynamic assessment ^{13.}	
It is possible to provide young children with a favourable computer experience while enhancing their understanding of an educational concept including mathematics ^{14, 14.1} . This is increased further	

⁸ Paterson, N. (2021). *The use of telepractice in the family and relationship services sector.* Australian Government, Australian Institute of Family Studies.

¹⁰ Bice-Urbach, B., Kratochwill, T. and Fischer, A.J., 2018. Teleconsultation: Application to provision of consultation services for school consultants. *Journal of Educational and Psychological Consultation*, 28(3), pp.255-278.

¹¹ Banbury, A., Nancarrow, S., Dart, J., Gray, L. and Parkinson, L., 2018. Telehealth interventions delivering home-based support group videoconferencing: systematic review. *Journal of medical Internet research*, *20*(2), p.e25.

¹² Luxton, D.D., Pruitt, L.D. and Osenbach, J.E., 2014. Best practices for remote psychological assessment via telehealth technologies. *Professional Psychology: Research and Practice*, *45*(1), p.27.

¹³ Tzuriel, D. and Shamir, A., 2002. The effects of mediation in computer assisted dynamic assessment. *Journal of Computer Assisted Learning*, *18*(1), pp.21-32.

¹⁴ Wang, T.H., 2011. Implementation of Web-based dynamic assessment in facilitating junior high school students to learn mathematics. *Computers & Education*, 56(4), pp.1062-1071.









⁹ Law, J., Dornstauder, M., Charlton, J. and Gréaux, M., 2021. Tele-practice for children and young people with communication disabilities: Employing the COM-B model to review the intervention literature and inform guidance for practitioners. *International Journal of Language & Communication Disorders*, 56(2), pp.415-434.

when a trained examiner is present to ensure a mediated learning experience (MLE)^{13, 15}

Findings into the use of digital forms of dynamic assessment have been shown in multiple papers. Including supporting children experiencing difficulties with mathematics¹⁶, English language learners^{17, 18}, reading comprehension^{19, 20}, writing skills²¹, amongst others with a long history of efficacy exploration²².



- 9. Remote therapy and assessments are not suitable for all people, all the time. It is important to recognise the fundamental differences between paper-pen and computer-based assessments. But this is a matter of difference rather than better or worse.
- 10. The principles outlined below are based on the following guidance and papers:
 - American Psychological Association, 2013. Guidelines for the practice of telepsychology. American Psychological Association, Washington [available online: www.apa.org/practice/guidelines/telepsychology, accessed 10.23]
 - Association of Educational Psychologists (AEP), 2020. Working remotely with children, young people, and their families: Staying safe, maintaining data security, upholding professional standards, and using technology. Association of Educational Psychologists, Durham [available online: <u>www.aep.org.uk</u>, accessed 09.23]

¹⁷ Ebadi, S. and Bashir, S., 2021. An exploration into EFL learners' writing skills via mobile-based dynamic assessment. *Education and Information Technologies*, 26, pp.1995-2016.

¹⁸ Wei, J., 2019, March. Research on Application of Dynamic Assessment in Foreign Languages Teaching. In *2018 8th International Conference on Education and Management (ICEM 2018)* (pp. 345-348). Atlantis Press.

¹⁹ Ünal, A. and Yuksel, D., 2022. Computerized Dynamic Assessment as a Potential Inclusive Assessment Tool for Reading Comprehension. In *Handbook of Research on Policies and Practices for Assessing Inclusive Teaching and Learning* (pp. 360-384). IGI Global.

²⁰ Wang, J.R. and Chen, S.F., 2016. Development and validation of an online dynamic assessment for raising students' comprehension of science text. *International Journal of Science and Mathematics Education*, *14*, pp.373-389.

²¹ Rezai, A., Naserpour, A. and Rahimi, S., 2022. Online peer-dynamic assessment: an approach to boosting Iranian high school students' writing skills: a mixed-methods study. *Interactive Learning Environments*, pp.1-19.

²² Giannetti, R.A., Klingler, D.E., Johnson, J.H. and Williams, T.A., 1976. The potential for dynamic assessment systems using on-line computer technology. *Behavior Research Methods & Instrumentation*, *8*(2), pp.101-103.









^{14.1} Wang, T.H., 2010. Web-based dynamic assessment: Taking assessment as teaching and learning strategy for improving students'e-Learning effectiveness. *Computers & Education*, *54*(4), pp.1157-1166.

¹⁵ Poehner, M.E. and Lantolf, J.P., 2013. Bringing the ZPD into the equation: Capturing L2 development during computerized dynamic assessment (C-DA). *Language Teaching Research*, *17*(3), pp.323-342.

¹⁶ Peltenburg, M., Van Den Heuvel-Panhuizen, M. and Doig, B., 2009. Mathematical power of special-needs pupils: An ICTbased dynamic assessment format to reveal weak pupils' learning potential 1. *British Journal of Educational Technology*, *40*(2), pp.273-284.

- c. British Association for Counselling and Psychotherapy (BACP), 2023. Working online in the counselling professions: Good Practice in Action Factsheet 047. British Association for Counselling and Psychotherapy, Lutterworth [available online: www.bacp.co.uk/media/17386/bacpworking-online-in-counselling-professions-fs-gpia-047-feb23.pdf, accessed 10.23]
- d. British Psychological Society (BPS), 2020. Guidelines on psychological assessment undertaken remotely. British Psychological Society, Leicester [available online: https://cms.bps.org.uk/sites/default/files/2022-06/Psychological%20assessment%20undertaken%20remotely.pdf, accessed 10.23]
- e. Division of Clinical Psychology Digital Healthcare Sub-Committee, 2020. Effective therapy via video: Top tips. Clinical Psychology Forum, 329, 37-39. British Psychological Society, Leicester [available online: https://explore.bps.org.uk/content/bpscpf/1/329, accessed 10.23]
- f. Education Endowment Foundation, 2020. Remote learning, rapid evidence assessment. Education Endowment Foundation, London [available online: https://educationendowmentfoundation.org.uk/guidance-forteachers/covid-19-resources/best-evidence-on-supporting-students-tolearn-remotely, accessed 10.23]
- g. Galvin, E., Desselle, S., Gavin, B., Quigley, E., Flear, M., Kilbride, K., McNicholas, F., Cullinan, S. and Hayden, J., 2022. Patient and provider perspectives of the implementation of remote consultations for community-dwelling people with mental health conditions: a systematic mixed studies review. *Journal of Psychiatric Research* [available online: <u>www.sciencedirect.com/science/article/pii/S0022395622006033</u>, accessed 10.23]
- h. Hassard, J., 2022. Exploring educational psychologists' perceptions of changes to assessment practice throughout the COVID-19 pandemic. *Educational Psychology in Practice*, 38(2), pp.214-231.
- i. Health and Care Professions Council (HCPC), 2021. *Adapting your practice in the community*. Health and Care Professions Council, London [available online: www.hcpc-uk.org/covid-19/advice/applying-our-standards/adapting-your-practice-in-the-community, accessed 10.23]
- j. Health and Care Professions Council (HCPC), 2021. *Providing care and treatment remotely*. Health and Care Professions Council, London [available online: www.hcpc-uk.org/standards/meeting-our-









standards/scope-of-practice/providing-care-and-treatment-remotely,
accessed 10.23]

- k. Health Service Executive of Ireland, 2020. *Telepractice: A practical guide for children's disability teams*. Health Service Executive, Dublin [available online: www.hse.ie/eng/services/list/4/disability/progressing-disability/pds-programme/documents/telepractice-guide-for-children-s-disability-teams.pdf, accessed 10.23]
- Mind, 2021. Trying to connect: The importance of choice and remote mental health services. Mind, London [available online: www.mind.org.uk/media/8575/mind-20582-trying-to-connect-reportaw2-welsh-recommendations-lr.pdf, accessed 10.23]
- m. Joshi, A., Paterson, N., Hinkley, T. and Joss, N., 2021. The use of telepractice in the family and relationship services sector. Child Family Community Australia, Australian Institute of Family Studies [available online: https://apo.org.au/node/312207, accessed 10.23]

Our approach

11. An American study found that pre-pandemic, 7% of all psychological services were delivered remotely. During the pandemic, this rose to 85%, with psychologists believing that a third of future services will occur via remote means post-pandemic²³. This trend has been seen throughout the world, including in the United Kingdom:

More and more of us are working remotely, whether that be online or over the phone. Remote working brings many opportunities and advantages for healthcare professionals, services, and service users. However, it also brings risks and new challenges for practice... Here at HCPC, we are really supportive of registrants taking advantage of new technologies and ways of working in their practice. We know this has huge potential to advantage everyone you work with.²⁴

Digital technologies offer new and life-changing opportunities. They ensured that both personal and professional connections could be maintained throughout the pandemic and have literally saved countless

²⁴ Health and Care Professions Council (HCPC), 2021. *Providing care and treatment remotely*. Health and Care Professions Council, London [available online: <u>www.hcpc-uk.org/standards/meeting-our-standards/scope-of-practice/providing-care-and-treatment-remotely</u>, accessed 10.23]









²³ Pierce, B.S., Perrin, P.B., Tyler, C.M., McKee, G.B. and Watson, J.D., 2021. The COVID-19 telepsychology revolution: A national study of pandemic-based changes in US mental health care delivery. *American Psychologist*, 76(1), p.14.

lives. They have become an integral tool for practitioners, bringing with them significant new and additional professional responsibilities.²⁵

- 12. We are proud to offer remote therapy and assessments in the context of recognising that this mode of service delivery will not always be appropriate for people all the time. Based on the papers noted in section 5c, on a case-by-case basis, we will:
 - a. Work in the best interests of the child, young person, and parents/carers, within the parameters of factors within our control.
 - b. Be happy to answer any questions about different working modes for your circumstances. We can provide information in writing or orally and additional or different explanations you might require when making an informed decision.
 - c. Ensure your data is kept safe. In this respect, we will ensure we are in a quiet and private location, use headsets so our conversations cannot be overheard where necessary, where we are the data controller, we will hold your data on secure networks accessible only by us, use up-to-date spyware and antivirus protection, and destroy all data using a digital shredding process where it is no longer needed and, in respect to care records, has reached the retention period (typically, ten years, though please note, any third party may retain this information for a longer period). Please see our data protection policy for details. However, despite our best endeavours, there are likely to be limits to confidentiality. Whilst some of these are shared with in-person practices (e.g., others may see, hear, or otherwise be aware we are talking), other risks will be specific to remote practices, such as evolving and unpredictable cyber-attacks. We will use technology that reduces this risk as far as possible, including but not limited to UK government-approved secure email platforms (i.e., Egress) and password-protected documents.
 - d. Ensure candour, that is be promptly open, honest, and frank when anything has gone wrong. We will take immediate action to limit or prevent any harm, repair any harm caused as far as reasonably possible, offer an apology when appropriate, record the incident on our systems and alert any third parties as necessary (e.g., third parties who may have commissioned our work on your behalf or governance organisations, such as the ICO, HCPC, or similar). We will initiate an immediate investigation, identify what has gone wrong, why it went wrong, and make any necessary changes to ensure it does not happen again. We will write to you following our investigation to inform you of the outcome.

²⁵ British Association for Counselling and Psychotherapy (BACP), 2023. Working online in the counselling professions: Good Practice in Action Factsheet 047. British Association for Counselling and Psychotherapy, Lutterworth [available online: www.bacp.co.uk/media/17386/bacp-working-online-in-counselling-professions-fs-gpia-047-feb23.pdf, accessed 10.23]









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- e. Endeavour **not** to make any out-of-hours contact (unless otherwise arranged in advance). There are some exceptions to this, however, for example:
 - I. We occasionally offer an out-of-hours service (e.g., evenings and weekends). These are provided to give maximum flexibility, but you do not have to accept an appointment offered 'out of hours' if you do not wish to.
 - II. We may draft or send emails outside of typical working hours, simply to ensure an efficient and effective service delivery. There is no expectation for you to respond out of hours.
- III. Any communication outside the hours of 8am and 6pm, Monday to Friday, will be kept to an absolute minimum and will be very infrequent.
- f. **Never** communicate with you directly on social media sites under any circumstances. This includes, but is not limited to, Facebook, Instagram, X (formally Twitter), WhatsApp (or any other text-based service), and similar. You can follow us on these platforms if you wish, but we will not directly communicate via these means. We may, occasionally 'like' a post or 'follow' an account if we are associated with or professionally interested in.

Before we work together ...

- 13. Offer a choice of remote or in-person service delivery (where possible). We will explain where either option is unavailable and why. In this case, you may choose not to work with us. We will do our best to signpost you elsewhere, or if you have been referred to us, we will return your information to this third party (e.g., if we are undertaking work on behalf of a local authority, school, solicitor, or similar).
- 14. <u>Review available information</u> provided to us at the point of referral and new information as it is made available to us. We will be transparent about whether remote assessment, therapy, or other services are unsuitable at the start and review this periodically.
- 15. <u>Always</u> triage requests for remote services and, for example, ask you, or the original third-party referrer the following questions:
 - a. Does the client have any need that might significantly restrict their participation in online services? For example, particular sensory impairments and developmental, emotional, or language needs that would prevent inclusion.









- b. Does the client need an assessment or other service that cannot be completed remotely?
- c. Does the remote service hinder our ability to make an informed decision in the best interests of the client?
- d. Is the client safe to talk freely?
- e. Does the client have appropriate means to access remote services?

We encourage you to ask yourself the same questions and let us know immediately if you have any concerns.

- 16. <u>Inform you of any limitations</u> of working remotely, such as signposting to this policy. We will work with you and others to overcome any inherent barriers where necessary. This might include, for example, asking others to conduct observations, complete checklists, or questionnaires, meet with us remotely more than once, or do something similar. If you or we believe that something has or could reasonably be missed by remote working despite taking additional or different steps as described, we will arrange for a follow-up, face-to-face appointment. This may or may not be with us (e.g. if you have been referred by a third party, such as a local authority, we will make both the third party and you aware this is the case and that our advice is for follow-up in-person appointment. Please note the third-party referrer is not obliged to act on this advice.).
- 17. **Outline what technology you require** before we agree to work with you remotely. This will typically include a laptop, desktop, or tablet with a screen size of no less than 10 inches, with the capability to receive and send audio and video, typically including a secure internet connection, speakers, and webcam. Where necessary, we can adapt what technology we use, which may include, for example, secure text chat (such as that available via MS Teams), telephone, or similar. Please be aware there are restrictions on these alternative methods that are beyond our control (e.g., the use of WhatsApp, Facebook Messenger, iMessage, text messages, and similar are not secure forms of communication, and we strongly advise against using these).
- 18. <u>Agree with you</u> on what tasks or modalities we will use and why, the goals or questions we would like to explore in our work together, and a method by which you or we can switch to in-person services.
- 19. **Establish a contingency plan** should we be disconnected. This will typically be attempting to reconnect or a telephone call on the number we have for you. In respect of therapy, we will complete a safety plan with you, and ask for your contact phone number, the postal address from which you will be participating,









and an emergency contact number. We may alert the emergency services to conduct a welfare check if we cannot reach you via these means.

During our work together ...

- 20. Ensure we are suitably dressed, appropriate to weather conditions and of a standard that we would work with you in person.
- 21. Schedule screen breaks if our session lasts for 60 minutes or longer. More frequent breaks can be planned on request.
- 22. Endeavour to have an adult sitting with the child (where applicable) who can support the facilitation of assessments where appropriate. Ideally, this will be with a teacher or teaching assistant familiar with mediating learning experiences for children and young people.

After our work together ...

23. Regarding therapy, provide an aftercare follow-up periodically throughout our time together. The frequency of such can be increased or decreased based on your preferences.

What we ask of you

- 24. To ensure our work together goes as smoothly as possible and to ensure everyone's safety and right to privacy and confidentiality, we ask that you:
 - a. Ensure you have the appropriate technology and have the skill and confidence to use it.
 - b. Ensure your network connection and devices are secure. We strongly advise password protecting your internet connection, running spyware, anti-virus, and firewall software, and similar precautions when working remotely. You should take measures to ensure, where necessary, that your history and any tracking information (e.g., cookies) are deleted from your system to ensure others cannot inadvertently breach confidentiality. Many browsers now offer *incognito modes* which aim to proactively disable, block, and/or delete temporary files, cookies, and other tracking and browsing histories.
 - c. Ensure that an adult is present in the same room and within earshot as the child or young person working with us during the assessment. Understand that young people can be afforded privacy and confidentiality









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away from their parents/carers. In this case, we will apply the *Gillick Competency*. Those aged **16 years or older** will automatically be asked if they are happy for an adult to be present. Those aged **18 years or older** will be contacted by us directly. We will only communicate with a nominated other where we have been given written consent, or the person has a Deputy appointed by the Court of Protection. If we are concerned about the client's capacity in these situations, we may conduct a preliminary Mental Capacity Act Assessment or refer you to a local Best Interests assessor.

- d. Ensure you and those we will be working with are suitably dressed and to a standard you (or they) would dress if we met in person.
- e. Let us know if you need us to repeat anything or provide information in a different format. If, at any time, you, or the person we are working with, if different, feel uncomfortable working remotely, let us know. We will stop the work immediately and make alternative arrangements.
- f. Ensure you have a safe space to work with us, which ensures your privacy and confidentiality. For example, the space will be free from all distractions, in a private and quiet location, where you can take a break after the session (i.e., if having sessions at home, it is important that you have a space that is separate from your day-to-day living this might, for example, be a spare room, home office, or similar. We strongly advise against using your bedroom or similar personal space).
- g. Recognise the inherent differences between remote and in-person services. This includes, for example, that we are more likely to miss nuanced non-verbal cues and environmental changes. We will endeavour to manage these risks by working in partnership with you, but this will not eradicate the limitations of remote working entirely.
- Recognise that moving between remote and in-person working particularly in the case of therapy – can cause you to become unsettled, which may have a negative impact on any progress made. If you wish to make such a change, you are encouraged to speak with us to assess the risk before making a final decision.
- i. <u>Do not</u> record any part of our remote work together in any format. This includes, for example, recording or storing images or audio or video or written correspondence (e.g., on-screen text) on the device you are using to access our sessions or another separate device. This will be considered a breach of contract, and we will terminate our work with you immediately.









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Appendix E: Safeguarding Policy

Purpose

This policy sets out how we, Palmer and Palmer Psychology Ltd, aim to protect children, young people, and vulnerable adults who receive our services, from harm. This is applied equitably to those who directly use our services and those who may be brought to our attention by proxy of others using our services.

Summary

Palmer and Palmer Psychology Ltd takes its safeguarding responsibilities seriously. We have a duty of care to safeguard and promote the welfare of children, young people, and vulnerable adults. Our commitment to safeguarding reflects statutory responsibilities, government guidance and complies with best practice requirements. In summary we:

- Recognise the welfare of children, young people, and vulnerable adults is paramount in all the work we do and in all the decisions we take.
- Are committed to the welfare of all children, young people, and vulnerable adults, regardless of age, disability, gender or gender reassignment, race, religion or belief, or sexual orientation and in the safeguarding of their equal right to protection from all types of harm or abuse.
- Recognise that some children, young people, and adults are additionally vulnerable because of the impact of previous experiences, their level of dependency, communication needs or other circumstances.
- Work in partnership with children, young people, their parents, carers, and other agencies in promoting their welfare.

In safeguarding children, young people, and vulnerable adults you can expect Palmer and Palmer Psychology Ltd to:

- Help you to be healthy.
- Support you to learn and grow.
- Help you to keep safe.
- Make you feel listened to and heard.









• Treat you with respect, dignity, and acceptance.

To enable us to achieve this, we will:

- Keep up-to-date records, including records of any safeguarding concerns.
- Only undertake work which we believe to be appropriate, ethical, and safe for the person.
- Ensure a confidential space to work on the understanding that should we have a safeguarding concern we are legally obliged to pass these concerns on to the appropriate authorities.
- Work in line with our safeguarding processes as detailed below.

Legal framework

This policy has been drawn up on the basis of legislation and guidance that seeks to protect children in England and Wales. A summary of the key legislation and guidance is available from www.nspcc.org.uk/childprotection.

Definitions

Children and young people

- The Children Act 1989 defines a 'child' as:
 - Anyone who has not yet reached their 18th birthday, even if they are living independently, are a member of the armed forces, or is in hospital.
- The Working Together to Safeguard Children 2018 defines 'safeguarding' as:
 - Protecting children from maltreatment.
 - Preventing impairment of children's health or development.
 - Ensuring that children are growing up in circumstances consistent with the provision of safe and effective care.
 - Taking action to enable all children to have the best outcomes.









Adults

- The Care Act (s.2) defines an 'adult' as:
 - A person aged 18 or over.
- The Care Act 2014 (s.42) defines 'adults at risk of abuse or neglect' as someone who:
 - Has needs for care and support (whether or not the authority is meeting any of those needs).
 - Is experiencing, or is at risk of, abuse or neglect.
 - As a result of those needs, is unable to protect himself, herself (*or their self*), against the abuse or neglect or the risk of it.

Inter-relational risk

We recognise that children, young people, and adults may have vulnerabilities which are otherwise hidden or changeable. For example, those with caring responsibilities or those exposed to domestic abuse.

- We use the definition of **domestic abuse** as provided in the **Domestic Abuse** Act 2021 (s.1):
 - Behaviour of a person ('A') towards another person ('B') is 'domestic abuse' if
 - A and B are each aged 16 or over and are personally connected to each other.
 - The behaviour is abusive.
 - o Behaviour is 'abusive' if it consists of any of the following -
 - Physical or sexual abuse.
 - Violent or threatening behaviour.
 - Controlling or coercive behaviour.
 - Economic abuse.
 - Psychological, emotional, or other abuse.









And it does not matter whether the behaviour consists of a single incident or a course of conduct.

A's behaviour may be behaviour 'towards' B despite the fact that it consists of conduct directed at another person (for example, B's child).

Domestic Violence and Children

- In respect to **children** (defined by the Act as a **'person under the age of 18'**), the Act (s.3):
 - Any reference in this Act to a victim of domestic abuse includes reference to a child who –
 - Sees or hears, or experiences the effects of, the abuse.
 - Is related to A or B.
 - A child is related to a person for the purposes of subsection (2) if -
 - The person is a parent of, or has parental responsibility for, the child.
 - The child and the person are relatives.

The Prevent Duty

- Some organisations in England, Scotland and Wales have a duty, as a specified authority under the **Counterterrorism and Security Act 2015 (s.26)**, to identify vulnerable children and young people and prevent them from being drawn into radicalism, extremism, and terrorism. This is known as the Prevent Duty. These organisations include:
 - o Schools.
 - Registered childcare providers.
 - Local authorities.
 - Police.
 - Prisons and probation services.
 - NHS trusts and foundations.









Other organisations may also have Prevent Duties if they perform delegated local authority functions.

- Children can be exposed to different views and receive information from various sources. Some of these views may be considered radical or extreme.
- We may have a Prevent Duty in certain circumstances. Depending on the context, we may in and of itself consider certain views, acts, or threats of acts, to fundamentally be a safeguarding duty of care.

In respect to 'Prevent Duty'

- There are certain conditions under which we have a 'Prevent Duty' (see below). In these circumstances, the following definitions are used:
 - **Radicalisation**: The process through which a person comes to support or be involved in extremist ideologies. A person may get drawn into acts or threats or terrorism. In and of itself, radicalisation is a form of harm.
 - **Extremism**: The vocal or active opposition to fundamental British values, including democracy, the rule of law, individual liberty, and mutual respect and tolerance of different faiths and beliefs. There is typically a political or religious basis and is akin to fanaticism.
 - **Terrorism**: The unlawful use or threat of use of violence and intimidation, particularly targeted at civilians in the pursuit of extreme political or religious aims.

These terms relate to any person or people, regardless of any other personal characteristic or membership (or not) to any community group.

What we mean by abuse and neglect

- Children, young people, and adults may be vulnerable to neglect, abuse, or exploitation from within their family and from individuals or organisations they come across in their daily lives. There are three main categories of abuse, namely: sexual, physical, emotional. In addition to neglect. It is important to be aware of more specific types of abuse and neglect that fall within these categories, including:
 - Bullying, cyberbullying, and online abuse.
 - \circ $\;$ Sexual and criminal exploitation, trafficking, and slavery.









- Domestic abuse (uni- or multi-directional and (inter-)generational).
- Female genital mutilation.
- Historical abuse or neglect.
- Radicalisation and extremism (see **Counterterrorism and Security Act 2015**, s.26).

This is **not** an exhaustive list and is provided for illustrative purposes only.

We use the above definitions when referring to 'vulnerable adults' in this policy and considering the protection of children and young people.

Recording and Record Keeping

- A written record <u>must</u> be kept about any concern regarding a child, young person, or vulnerable adult where safeguarding concerns are observed or suspected. This <u>must</u> include details of the person involved, the nature of the concern and the actions taken, decision made and why they were made. Any such records are kept <u>in addition</u> to standard session notes.
- All records **will** be signed and dated. All records **will** be <u>securely and</u> <u>confidentially stored</u> in line with General Data Protection Regulations (GDPR).

Confidentiality and Information Sharing

- Palmer and Palmer Psychology Ltd expects all employees, volunteers, and trustees to maintain confidentiality. Information will only be shared in line with the <u>General Data Protection Regulations (GDPR) and Data Protection</u> (see separate policies on how we manage your data).
- However, information **must** be shared with the relevant authority if a child, young person, or vulnerable adult is deemed to be at risk of harm. Where this person is in **immediate danger**, or **a crime has been committed**, we are required to report the matter to the police.
- In broad terms, information sharing may take place where:
 - \circ $\;$ You tell us something that puts you or someone else at risk of harm.
 - We become aware, from a third party, that you or others may be at risk of harm.









- An accumulation of information indicates you or others may be at risk of harm.
- We are otherwise directed to release our records by appropriately appointed authorities (e.g., by Court Order, the Police, or similar).

Training and Awareness

- Palmer and Palmer Psychology Ltd will ensure an appropriate level of safeguarding training is available to its Trustees, Employees, Volunteers, and any relevant persons linked to the organisation who requires it (e.g., contractors).
- For all employees who are working or volunteering with children or vulnerable adults, this requires them as a minimum to have awareness training that enables them to:
 - Understand what safeguarding is and their role in safeguarding children, young people, and adults.
 - Recognise a child, young person, and adult's potentially need of safeguarding and act.
 - o Understand how to report a safeguarding concern.
 - Understand dignity and respect when working with children, young people, and vulnerable adults.
 - Have knowledge of this Safeguarding Policy and our policies which cover data protection.

Safe Recruitment & Selection

Palmer and Palmer Psychology Ltd are committed to safe employment and safe recruitment practices, that reduce the risk of harm to children, young people, and vulnerable adults from people unsuitable to work with them or have contact with them.

All members of our workforce have an Enhanced Disclosure and Barring Service (DBS) Certificate. All members <u>must</u> use the DBS update service which allows relevant parties to check the person's DBS status.









Social Media

Palmer and Palmer Psychology Ltd may, from time to time, use social media now or in the future. However, all members are expected to follow the British Psychological Societies guidance on social media use. This can be found here:

www.bps.org.uk/guideline/supplementary-guidance-use-social-media

Use of Mobile Phones and other Digital Technology

Palmer and Palmer Psychology Ltd do **not** permit any Director, Employee, or Associate to use mobile phones or other digital technology to:

- **Photograph** any child, young person, vulnerable adult, or other person or place.
- Video record any child, young person, vulnerable adult, or other person or place.
- Post on any social media platform available now or that might become available in the future, about any child, young person, vulnerable adult, or other person or place with which they have come into contact with whilst performing business on behalf of Palmer and Palmer Psychology Ltd.
- Audio record any child, young person, vulnerable adult, or other person or place.
- To use any other mobile device or digital technology to record or store photographs, video recordings, social media posts, and audio recordings of any child, young person, vulnerable adult, or other person or place with which they have come into contact with whilst performing business on behalf of Palmer and Palmer Psychology Ltd.
- Any or all parts of the above will be treated as an exception where <u>explicit</u> written and signed consent of the person and their legal guardian (where the person is under 18 years old) has been obtained. This will clearly identify:
 - What media will be captured.
 - By what means the media will be captured by.
 - \circ $\;$ How that media will be used.
 - $\circ~$ How that media will be stored and disposed of.









 How the person and/or their legal guardian can withdraw consent and any limitations to that consent, or any confidentiality promise that is given.

Whistleblowing

It is important that people within Palmer and Palmer Psychology Ltd have the confidence to come forward to speak or act if they are unhappy with anything. Whistle blowing occurs when a person raises a concern about dangerous or illegal activity, or any wrongdoing within their organisation. This includes concerns about another employee or volunteer. There is also a requirement by Palmer and Palmer Psychology Ltd to protect whistle-blowers. Our colleagues will follow guidance set by the British Psychology Society (BPS) and Health and Care Professions Council (HCPC), as well as any legal requirements and official guidance on whistleblowing.

Protecting our team

Nobody goes to work to be abused, insulted, or attacked. Whilst we appreciate there will be many situations where emotions are running high, there is never a reason for one person to act in a way that may cause alarm, distress, or harm to a health and care professional who is trying to help. We will always treat our clients and others with respect. We therefore ask you do the same.

We also understand that, from time to time, words and actions can occur without intention to cause alarm, distress, or harm. This is why our team, and associates will normally reflect back to you, in the first instance, that your words or actions are problematic. However, we take a **zero-tolerance** approach to any form of abuse towards any member of our team, contractors, partners, or agents working with or on our behalf. In this respect, the following **applies unilaterally** for **all** those working with, as part of, or on our behalf:

- Home visits are only permitted in **exceptional circumstances**. Where such lone working takes place, the team member must make at least one other team member (known as a 'Lone Worker Angel') aware of their whereabouts, proposed visit times, purpose of visit, and expected duration. The person undertaking the home visit must:
 - Phone the Lone Worker Angel to let them know the session is over running and provide an estimated extension duration.
 - Allow their Lone Worker Angel to access their 'find my' function on their digital device. The Lone Worker Angel will then carry out remote checks if they have not heard from the person within 10 minutes of their expected end time.









- At 15 minutes, the Lone Worker Angel will phone the person. If there is no answer, the Lone Worker Angel will make another call no more than five minutes later. If there is still no response, the Lone Worker Angel will make a report to the police to do a welfare check.
- We may **refuse to work with you** if:
 - You make any threats or intimidate any of our team members or associates. Or it comes to our attention that you have a history of threatening, abusive, or intimidating behaviour towards other health and care professionals.
 - You express views which could be considered derogatory to others based on their race, religion, sexual orientation, gender, or other characteristic and that could be considered offensive or abusive towards our team members, other service users, or the general public. In these cases, we will draw your attention to the expression in the first instance, remind you in the second instance, and bring our work to an end on the third occasion. We reserve the right, however, to immediately cease working with you if our team member(s) deem it necessary, at any time.
 - Any act or threat of an act of violence, either physical or verbal. Or expressed opinions which are, or could be perceived as, inflammatory, slanderous, defamatory, insulting, or degrading to a third party. If these opinions are of a serious nature, but have not been expressed to a third party, our team member may choose to cease our contract with you.

In the case of <u>any</u> safeguarding event, including against our team members, **you will remain liable for** <u>all associated fees and costs</u> per our Terms and Conditions. We may also take further action, including, but not limited to:

- The shortening or cancellation of part or all remaining services originally contracted with you.
- A partial or complete ban on accessing our services in the future.
- Referral or report to external agencies, which may include the police, social care, or other relevant agent.
- Remedial action such as bringing a civil claim for costs due, for example, as a result of infringement, physical or emotional harm, any loss or reputational damage caused to our business, Directors, employees, contractors, and any other individual or organisation we may work with from time to time, as a result of your actions, whether directly or indirectly caused.









Important Contacts

Safeguarding Leads: Dr Nick Palmer & Dr Nicola Palmer

Address: 54 Thorpe Road, Norwich, NR1 1RY

Email: npalmer@papps.org.uk

Phone: 01603 555 670

NSPCC Helpline: 0808 800 5000

Local Authority safeguarding reports: search 'safeguarding' followed by the name of your council to see the most relevant contacts for your area.









Appendix F: Quality Assurance

Definition of Quality in Service Delivery

- 1. We expect our work to meet the highest quality standards. In terms of general service delivery, we do this in part through reflective practice, formal and informal supervision arrangements, and client feedback.
- 2. The principles of service delivery we endeavour to follow, from the first moment you interact with us, to the moment we finish working together, are:
 - a. The (prospective) client can access **clear**, **error-free**, and **transparent information** about the service(s) we offer from the moment they interact with us, including through our website and advertising streams.
 - b. The (prospective) client can access a psychologist in a timely manner, at a time convenient to them, so that any questions can be answered prior to a booking being taken.
 - c. The (prospective) client can have their hopes and expectations understood, with limitations to our service(s) being explained, wherever those exist (i.e., limitation in respect of our expertise, scope of practice, evidence-base, and so on).
 - d. The psychologist will **continually communicate** with the client to avoid any misunderstanding relating to expectations wherever possible. Where there is conflict between expectations (or perceptions) and limitations, these should be **positively and proactively addressed**.
 - e. The (prospective) client will be **offered choices** of services with the (dis)advantages being **explained** in a clear and **non-jargon** manner.
 - f. The client will receive a **warm welcome** from a **friendly**, **knowledgeable**, and **collaborative** psychologist.
 - g. The client can expect their psychologist to be **reliable**, **consistent**, and **person-centred**. There are <u>some legitimate exceptions</u> to this, such as the psychologist becoming unwell or some other unexpected turn of events (in which case we will endeavour to get a message to you as soon as possible), the client's demands are incompatible with existing evidence-bases, are unethical, unlawful, or unreasonable, or where there is a safeguarding matter (in which case, regardless of the client's wishes, our safeguarding policy will supersede these requests.









- h. The client can expect their psychologist to **respect their preference of contact method** (e.g., email, telephone, video call, in-person, etc.) and **your availability** (e.g., not making contact at inconvenient times).
- i. The client can expect their psychologist to work in line with **good practice standards** and **ethical codes**.

Definition of Quality in Reports

- 3. A primary measure of quality and, perhaps, one of the more visible examples, is that of our reports.
- 4. The client can expect us to write a report which meets their original brief and in line with accepted practices. To ensure this is the case, all our reports go through the following process:
 - a. An internal quality assurance check (see **Table 9**) undertaken by another qualified psychologist.
 - b. Be delivered to the client in draft form.
 - c. Allow the client to make comments for adjustments and corrections prior to the report being finalised. This 'round' of feedback will be free of charge but must be in line with our <u>general terms and conditions</u>.

Table Nine: Report Quality Assurance Criteria

	Met			
GENERAL EXPECTATIONS	GENERAL EXPECTATIONS			
Expectation	Yes	No	Comment	
Terminology is either not used or explained in 'everyday' English.				
Consistent and correct punctuation, spelling, and grammar.				
Use of active rather than passive verbs.			e.g., describe, write, act, agree, approve, think, etc. <u>opposed to</u> <u>'be'</u> <u>phrases</u> , such 'should be', 'is being', 'going to be', 'has to be', 'will be', and similar.	
Appropriate use of lists / bullet points.				
Use of 'we' and 'you' opposed to 'the school', 'the parents', etc.				









Clear and helpful headings to separate text, with a logical structure.			
A font size of 12, regular set, Josefin Sans. Acceptable alternatives are Arial (size 12, regular) or Helvetica (size 12, regular).			
EVIDENCE-BASED PRACTICE			
Expectation	Yes	No	Comment
It is person-centred and, where possible, uses the language of the client.			
Parent/carer views have been gathered and expressed as their own views.			
Psychological thinking is clear but not burdensome for the lay reader.			
Explanation of different assessments used are clearly explained.			
Data is clearly triangulated. Where evidence has been gathered and not used, a clear explanation is provided. Similarly, if evidence is derived from a single source and not triangulated this should be explained clearly and any rationale for its inclusion or omission given briefly.			
Provision is clearly linked to areas of need as identified in the available, triangulated, evidence.			Note : Simply naming a provision because the client or their representative have requested its inclusion is not appropriate.
Outcomes are clearly linked to the wishes of the client, as appropriate to the available evidence.			Note: This means, there must be a link between evidence gathered, provision recommended, and the outcome. Simply including an outcome where there is no link to provision or available evidence is not appropriate.









Hearsay and speculation is not reported.			Note : Reports must be based on evidence, an opinion can be included in
			the appropriate section.
The report does not use intensifying adverbs unless these are clinically relevant.			Note: Intensifiers are words such as 'very', 'extremely', 'slightly', 'entirely', 'never', 'always', 'really', etc.). Clinically relevant means using descriptors provided by standardised assessments or other evidence-based triangulated professional judgement.
The report does not determine the			Note: 'mild', 'moderate', 'severe',
severity of commonly used terms.			'multiple' or 'profound' learning disability, are avoided so not to categorise or essentially 'place' a child.
The report does not mention setting (e.g., specialist or mainstream) unless there is a specific instruction by a judge or other legal authority to do so.			Note : description of provision and outcome should be sufficiently provided so that the reader can identify the most appropriate setting.
The report does not commit other professionals to specific tasks, though suggestions may be made as to what may be helpful.			Acceptable: 'the client's actions could indicate sensory processing needs. It may be helpful to consider further investigation from a suitably qualified professional (such as an OT)'
			Unacceptable : 'the client should have a sensory processing assessment undertaken by an OT'.
All standardised assessments are reported by Standard Scores (Scaled / Composite), or otherwise Percentile Rank or T-Scores.			Note : The psychologist has followed direction as per the administration manual. Age equivalent scores must <u>never</u> be used. All scores will be double checked for accuracy and cross- referenced with original recording form.
PROVISION & OUTCOMES			
Expectation	Yes	No	Comment
The person's area of need and aspirations are clearly linked to provision and outcomes.			
Outcomes are provided for 12-			Note: Must be included in all SENDIST
months or end of key stage.			and Tier 3 reports as standard. Variability may exist in other services.
Provision will be split into 'intervention' and 'approach'.			Note: Interventions tend to be time- limited, have a specific delivery pattern, and can often involve additional training (e.g., PT, ELSA, ELKLAN, etc.). Approach is typically 'embedded'









			within the school day (e.g., AAT, extra time, environmental adjustments, etc.).
Frequency (daily, weekly, monthly) and duration (10-minutes, 60- minutes, etc.) are clear.			Note : PT is delivered 10-minutes, daily, Monday to Friday.
Group size is clear (e.g., 1:1, 1:2, 1:4, etc.).			Note : 'small groups' is insufficient information.
Qualification of the person delivering the provision (e.g., a TA, HLTA, class teacher, specialist teacher, psychologist, SENDCo, etc.).			Note : If training for this person to undertake the role is necessary, this must be stated.
The person with overall responsibility will be named.			Note : in a school context, the person with overall responsibility will always be the class teacher, unless it is a whole-school intervention, in which case it will be the SENDCo and/or Head.
An appropriate review period is suggested, and it is clear who should arrange this and when.			Note: costs for PAPPS attendance should be included in draft email for the client's use only.
			Typically, intervention reviews will be every half-term (or 6-8 weeks). However, evidence-bases can vary depending on the intervention.
			Reviews of approach is typically at the first term to ensure effectiveness, and then yearly thereafter .
Specificity will be established when all other parts of this section are satisfactory. The report will use assertive and not passive language.			Note : The provision and outcomes are to use words such as ' must ', and ' will ' oppose to 'would benefit from', 'may be helped by', and 'access to'.
			Specificity must leave room for professional autonomy of class teachers to exercise discretion on a day-to-day basis as the context demands.
FINALISING THE REPORT			
Expectation	Yes	No	Comment
The original report is left undated and unsigned when sent to the client for review at draft stage.			Note : The psychologist <u>must only</u> make amendments on their <u>own</u> <u>professional judgement</u> . Such changes should be matters of fact,









	accurately reflect the evidence, avoid introducing other quality issues noted above, and which is proportionate to the context.The psychologist must be particularly aware of anything which could be contentious, inaccurate/misleading, or is based purely on opinion. In this case, care should be taken to discuss with the client wording, placement, and the limitations of any evidence available (inviting additional or different evidence to support or refute a change if necessary).
No changes relating to others can be made without their express permission.	Note: Person 'A' disputes person 'B's account. Person B's account must not be changed without their permission (i.e., just because person A requests a change). However, the psychologist may, for example, add into person A's views that they disagree with person B, or may agree to contact person B to seek their views on changes suggested.
All reports must be sent via Egress unless the client provides a written confirmation that they waive out liability for data lost in transit through an unsecured connection (such as general email).	









Appendix G: General Data protection Policy

This privacy policy applies between you, the User of this Website, and Palmer and Palmer Psychology Ltd, the owner and provider of this Website. Palmer and Palmer Psychology Ltd takes the privacy of your information very seriously. This privacy policy applies to our use of any, and all Data collected by us or provided by you in relation to your use of the Website and all other technologies (e.g., email, telephone, video conference software, and so on).

This privacy policy should be read alongside, and in addition to, our Terms and Conditions, which can be found at: www.papps.org.uk.

Please read this policy carefully.

Definitions and interpretation

Data	collectively all information that you submit to Palmer and Palmer Psychology Ltd via the Website. This definition incorporates, where applicable, the definitions provided in the Data Protection Laws.
Cookies	a small text file placed on your computer by this Website when you visit certain parts of the Website and/or when you use certain features of the Website. Details of the cookies used by this Website are set out in the clause below (Cookies).
Data Protection Laws	any applicable law relating to the processing of personal Data, including but not limited to the GDPR, and any national implementing and supplementary laws, regulations, and secondary legislation.
GDPR	the UK General Data Protection Regulation.
Palmer and Palmer Psychology Ltd, we or us	Palmer and Palmer Psychology Ltd, a company incorporated in England and Wales with registered number 14602051 whose registered office is at 54 Thorpe Road, Norwich, Norfolk, NR1 1RY.
UK and EU Cookie Law	the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 & the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2018.
User or you	any third party that accesses the Website and is not either (i) employed by Palmer and Palmer Psychology Ltd and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Palmer and Palmer Psychology Ltd and accessing the Website in connection with the provision of such services.

1. In this privacy policy, the following definitions are used:









Website	the website that you are currently using, <u>www.papps.org.uk</u> , and any sub-
	domains of this site unless expressly excluded by their own terms and
	conditions.

2. In this policy, unless the context requires a different interpretation:

- a. The singular includes the plural and vice versa.
- b. References to sub-clauses, clauses, schedules, or appendices are to sub-clauses, clauses, schedules, or appendices of this privacy policy.
- c. A reference to a person includes firms, companies, government entities, trusts, and partnerships.
- d. "Including" is understood to mean "including without limitation".
- e. Reference to any statutory provision includes any modification or amendment of it.
- f. The headings and sub-headings do not form part of this privacy policy.

Scope of this privacy policy

- 1. This policy applies only to the actions of Palmer and Palmer Psychology Ltd and Users with respect to this Website and all other technologies by which we may connect, including but not limited to email, telephone, and video conferencing software. It does not extend to any websites or communication tools that can be accessed from this Website including, but not limited to, any links we may provide to social media websites.
- 2. This policy applies to all personal and business data we collect, store, and process to provide you with our services and, where applicable, in line with relevant ethical and legal obligations (e.g., please see our Terms and Conditions and Safeguarding Policy).
- 3.For purposes of the applicable Data Protection Laws, Palmer and Palmer Psychology Ltd is the "data controller". This means that Palmer and Palmer Psychology Ltd determines the purposes for which, and the way your Data is processed.

Collecting Data

4. We may collect the following Data, which includes personal Data, from you:









- a. Name.
- b. Date of birth.
- c. Gender.
- d. Contact Information such as home address, email addresses and telephone numbers.
- e. Demographic information such as postcode, preferences, and interests.
- f. IP address (automatically collected).
- g. Web browser type and version (automatically collected).
- h. Operating system (automatically collected).
- i. Sensitive data (e.g., history of mental health treatment, special educational needs, and similar).

In each case, in accordance with this and associated policies.

How we collect Data

- 5. We collect Data in the following ways:
 - 1. data is given to us by you; and
 - 2. data is collected automatically.

Data that is given to us by you

- 6.Palmer and Palmer Psychology Ltd will collect your Data in several ways, for example:
 - 1. When you contact us through the Website, by telephone, post, e-mail or through any other means.
 - 2. When you register with us and set up an account to receive our products/services.
 - 3. When you make payments to us, through this Website or otherwise.
 - 4. When you elect to receive marketing communications from us.









5. When you use our services.

In each case, in accordance with this policy.

Collecting data automatically

- 7. To the extent that you interact with us, including but not limited to point 8, we will collect your Data automatically, for example:
 - we automatically collect some information about your visit to the Website. This information helps us to make improvements to Website content and navigation, and includes your IP address, the date, times, and frequency with which you access the Website and the way you use and interact with its content.
 - 2. we will collect your Data automatically via cookies, in line with the cookie settings on your browser. For more information about cookies, and how we use them on the Website, see our Cookies Policy at www.papps.org.uk which is covered, in brief, below.

Our use of Data

- 8. Any or all the above Data may be required by us from time to time to provide you with the best possible service and experience. Specifically, Data may be used by us for the following reasons:
 - 1. Internal record keeping.
 - 2. To deliver effective, efficient, and safe services.
 - 3. Improvement of our products / services.
 - 4. Transmission by email of marketing materials that may be of interest to you.

In each case, in accordance with this policy.

- 9. We may use your Data for the above purposes if we deem it necessary to do so for our legitimate interests. If you are not satisfied with this, you have the right to object in certain circumstances (see the section headed "Your rights" below).
- 10. For the delivery of direct marketing to you via e-mail, we'll need your consent, whether via an opt-in or soft-opt-in:









- a. Soft opt-in consent is a specific type of consent which applies when you have previously engaged with us (for example, you contact us to ask us for more details about a particular service, and we are marketing similar services). Under "soft opt-in" consent, we will take your consent as given unless you opt-out.
- b. For other types of e-marketing, we are required to obtain your explicit consent; that is, you need to take positive and affirmative action when consenting by, for example, checking a tick box that we'll provide.
- c. If you are not satisfied with our approach to marketing, you have the right to withdraw consent at any time. To find out how to withdraw your consent, see the section headed "Your rights" below.
- 11. When you register with us and set up an account to receive our services, the legal basis for this processing is the performance of a contract between you and us and/or taking steps, at your request, to enter such a contract. This contract is outlined in our Terms and Conditions which you are asked to read and agree to before our work commences.

Sharing Data

- 12. We may share your Data with the following groups of people for the following reasons:
 - a. Our employees, agents and/or professional advisors to deliver a safe and effective service.
 - b. Third party payment providers who process payments made over the Website or in-person, or by any other means available now and in the future - to enable third party payment providers to process user payments and refunds.
 - c. Relevant authorities to fulfil our legal responsibilities such as safeguarding children, young people, and vulnerable adults; we may also share information with professionals you give us permission to speak with or if we are required to by law or professional bodies (e.g., HCPC, BPS, AEP, and similar).

In each case, in accordance with this policy.









Keeping Data secure

- 13. We will use technical and organisational measures to safeguard your Data, for example:
 - a. Access to your account is controlled by a password and a username that is unique to you.
 - b. We store your Data on secure servers. These are operated and maintained by our trusted agent, Nu Image (www.nuimage.co.uk).
 - c. We have Data Control Agreements in place with our contracted agents. This includes, for example, business support and content managers. Our business support is provided by Patience Moore of <u>Norfolk Virtual PA</u>. We may, from time to time, have similar agreements in place with other individuals or organisations with whom we have a business relationship to deliver effective and efficient services to you.
 - 14. Technical and organisational measures include measures to deal with any suspected data breach. If you suspect any misuse or loss or unauthorised access to your Data, please let us know immediately by contacting us via this e-mail address: npalmer@papps.org.uk.
 - 15. Detailed information about staying safe and protecting your online data can be obtained from <u>Get Safe Online</u>. This organisation provides useful ideas on how to protect your information and your computers and devices against fraud, identity theft, viruses, and many other online problems, please visit www.getsafeonline.org. Get Safe Online is supported by HM Government and leading businesses.

Data retention

- 16. Unless a longer retention period is required or permitted by law, we will only hold your Data on our systems for the period necessary to fulfil the purposes outlined in this privacy policy or until you request that the Data be deleted. This will be as follows:
 - 1. For those we work with, this period is **10 years from the date we** finished our work together.
 - 2. For **those making a general enquiry**, this period is for a **maximum of 28 days**. If we have not received confirmation that you would like to proceed with using our services, your data will be deleted within this period. This means we will keep your data for **up to 28 days** but may delete it sooner.









- 3. For those submitting a referral but who have not confirmed our work together (e.g., by paying the appropriate invoice), this period is for a maximum of 28 days. We will make at least one attempt to contact you within this time to confirm whether you wish to proceed. We will not hold a referral open beyond 28 days, even if you request us to. This means, if you wish to work with us in the future and the 28 days have lapsed, you will be required to submit a new referral form.
- 4. If you **agree to marketing**, your information will be **kept for that purpose until you tell us otherwise**. We will contact you periodically to ensure you still wish to be on the marketing list and that your details are correct.
- 17. Even if we delete your data, it may persist on backup or archival media for legal, tax or regulatory purposes.

Your rights

- 18. You have the following rights in relation to your data:
 - a. Right to access the right to request (i) copies of the information we hold about you at any time, or (ii) that we modify, update, or delete such information. If we provide you with access to the information we hold about you, we will not charge you for this, unless your request is "manifestly unfounded or excessive." Where we are legally permitted to do so, we may refuse your request. If we refuse your request, we will tell you the reasons why.
 - b. **Right to correct** the right to have your Data rectified if it is inaccurate or incomplete.
 - c. **Right to erase** the right to request that we delete or remove your Data from our systems.
 - d. **Right to restrict our use of your data** the right to "block" us from using your Data or limit the way in which we can use it.
 - e. **Right to data portability** the right to request that we move, copy, or transfer your Data.
 - f. **Right to object** the right to object to our use of your Data including where we use it for our legitimate interests.
 - 19. To make enquiries, exercise any of your rights set out above, or withdraw your consent to the processing of your Data (where consent is our legal basis for processing your Data), please contact us via this e-mail address:









npalmer@papps.org.uk.

- 20. If you are not satisfied with the way a complaint you make in relation to your Data is handled by us, you may be able to refer your complaint to the relevant data protection authority. For the UK, this is the Information Commissioner's Office (ICO). The ICO's contact details can be found on their website at https://ico.org.uk/. We are registered with the ICO with reference number: **ZB511845**.
- 21. It is important that the Data we hold about you is accurate and current. Please keep us informed if your Data changes during the period for which we hold it.

Links to other websites

22. Our website may, from time to time, provide links to other websites. We have no control over such websites and are not responsible for the content of these websites. This privacy policy does not extend to your use of such websites. You are advised to read the privacy policy or statement of other websites prior to using them.

Changes of business ownership and control

- 23. Palmer and Palmer Psychology Ltd may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of Palmer and Palmer Psychology Ltd. Data provided by Users will, where it is relevant to any part of our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this privacy policy, be permitted to use the Data for the purposes for which it was originally supplied to us.
- 24. We may also disclose Data to a prospective purchaser of our business or any part of it.
- 25. In the above instances, we will take steps with the aim of ensuring your privacy is protected.

Cookies

26. Our website may place and access certain Cookies on your computer. Palmer and Palmer Psychology Ltd uses Cookies to improve your experience of using the Website and to improve our range of services. Palmer and









Palmer Psychology Ltd has carefully chosen these Cookies and has taken steps to ensure that your privacy is protected and always respected.

- 27. All Cookies used by this website are used in accordance with current UK and EU Cookie Law.
- 28. Before the website places Cookies on your computer, you will be presented with a message bar requesting your consent to set those Cookies. By giving your consent to the placing of Cookies, you are enabling Palmer and Palmer Psychology Ltd to provide a better experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of the Website may not function fully or as intended.

Type of Cookie	Purpose
Strictly necessary cookies	These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
Analytical/performance cookies	They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
Functionality cookies	These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region). By using the Website, you agree to our placement of functionality cookie.

29. This website may place the following Cookies:

- 30. You can choose to enable or disable cookies in your internet browser. By default, most internet browsers accept cookies, but this can be changed. For further details, please see the help menu in your internet browser. You can switch off cookies at any time, however, you may lose any information that enables you to access the website more quickly and efficiently.
- 31. You can choose to delete cookies at any time; however, you may lose any information that enables you to access the website more quickly and efficiently including, but not limited to, personalisation settings.









- 32. It is recommended that you ensure that your internet browser is up-to-date and that you consult the help and guidance provided by the developer of your internet browser if you are unsure about adjusting your privacy settings.
- 33. For more information generally on cookies, including how to disable them, please refer to aboutcookies.org. You will also find details on how to delete cookies from your computer.

General

- 34. You may not transfer any of your rights under this policy to any other person. We may transfer our rights under this policy where we reasonably believe your rights will not be affected.
- 35. If any court or competent authority finds that any provision of this policy (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this privacy policy will not be affected.
- 36. Unless otherwise agreed, no delay, act, or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 37. This Agreement will be governed by and interpreted according to the law of England and Wales. All disputes arising under the Agreement will be subject to the exclusive jurisdiction of the English and Welsh courts.

Our agents

38. To operate a safe, effective, and compliant service, we work with several third-party agencies. These include our accountants, insurers, lawyers, design, marketing, business support, and technical teams, amongst others. In some cases, your personal data will be shared or otherwise accessible to our trusted third parties. For example, if we issue you an invoice, we are required to provide these to our accountant or if you submit a query or referral through our website (www.papps.org.uk) this is stored on a secure server which is accessible by our design agents, Nu Image (www.nuimage.co.uk).









Changes to this policy

39. Palmer and Palmer Psychology Ltd reserves the right to change this privacy policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the website, and you are deemed to have accepted the terms of the policy on your first use of the website following the alterations or accessing our service(s). You may contact Palmer and Palmer Psychology Ltd by email at npalmer@papps.org.uk.









Appendix H: Terms and conditions of website use

Introduction

- 1. These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Palmer and Palmer Psychology Ltd, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.
- 2. In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by Palmer and Palmer Psychology Ltd and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Palmer and Palmer Psychology Ltd and accessing the Website in connection with the provision of such services.
- 3. You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Intellectual property and acceptable use

- 4. All Content included on the Website, unless uploaded by Users, is the property of Palmer and Palmer Psychology Ltd, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.
- 5. You may, for your own personal, non-commercial use only, do the following:









- a. Retrieve, display, and view the content on a computer screen.
- b. Print one copy of the content.
- 6. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Palmer and Palmer Psychology Ltd.

Prohibition

- 7. You may not use the Website for any of the following purposes:
 - a. In any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the website.
 - b. In any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order.
 - c. Making, transmitting, or storing electronic copies of content protected by copyright without the permission of the owner.

Links to other websites

- 8. This website may contain links to other sites. Unless expressly stated, these sites are not under the control of Palmer and Palmer Psychology Ltd or that of our affiliates.
- 9. We assume no responsibility for the content of such websites and disclaim liability for any, and all, forms of loss or damage arising out of the use of them.
- 10. The inclusion of a link to another site on this website does not imply any endorsement of the sites themselves or of those in control of them.

Privacy Policy and Cookies Policy

11. Use of the website is also governed by our <u>Privacy Policy</u> and <u>Cookies</u> <u>Policy</u>, which are incorporated into these terms and conditions by this reference.









Availability of the website and disclaimers

- 12. Any online facilities, tools, services, or information that Palmer and Palmer Psychology Ltd makes available through the website (the **service**) is provided "as is" and on an "as available" basis. We give no warranty that the service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility, and satisfactory quality. Palmer and Palmer Psychology Ltd is under no obligation to update information on the website.
- 13. Whilst Palmer and Palmer Psychology Ltd uses reasonable endeavours to ensure that the website is secure and free of errors, viruses, and other malware, we give no warranty or guarantee in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- 14. Palmer and Palmer Psychology Ltd accepts no liability for any disruption or non-availability of the website.
- 15. Palmer and Palmer Psychology Ltd reserves the right to alter, suspend or discontinue any part (or the whole of) the website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the website unless it is expressly stated otherwise.

Limitation of liability

- 16. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
- 17. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- 18. To the maximum extent permitted by law, Palmer and Palmer Psychology Ltd accepts no liability for any of the following:
 - a. Any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill, or commercial opportunities.









- b. Loss or corruption of any data, database, or software.
- c. Any special, indirect, or consequential loss or damage.

General

- 19. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
- 20. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
- 21. These terms and conditions together with the <u>Privacy Policy</u> and <u>Cookies</u> <u>Policy</u> contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
- 22. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
- 23. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
- 24. Unless otherwise agreed, no delay, act, or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 25. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.









Palmer and Palmer Psychology Ltd details

Palmer and Palmer Psychology Ltd is a company incorporated in England and Wales with registered number 14602051 whose registered address is 54 Thorpe Road, Norwich, Norfolk, NR1 1RY and it operates the website <u>www.papps.org.uk</u>. You can contact Palmer and Palmer Psychology Ltd by email on <u>npalmer@papps.org.uk</u>.









Appendix I: Cookie policy

Scope of this policy

- 1. Palmer and Palmer Psychology Ltd (**we** or **us** or **our**) uses cookies when you visit our website, www.papps.org.uk, (the **Website**) to help customise the website and improve your experience using the website.
- 2. This policy applies between you, the user of this website, and us, Palmer and Palmer Psychology Ltd, the owner and provider of this website.
- 3. When you visit the website, and before your website places cookies on your computer, you will be presented with a message bar requesting your consent to set those cookies. By giving your consent to the placing of cookies, you are enabling us to provide a better experience and service. You may, if you wish, deny consent to the placing of these cookies; however, certain features of the website may not function fully or as intended.
- 4. This cookie policy should be read alongside, and in addition to, our Privacy Policy, which can be found at <u>www.papps.org.uk</u>.

What are cookies?

- 5. A cookie is a small text file placed on your computer by this website when you visit certain parts of the website and/or when you use certain features of the website.
- 6. This website may place and access certain cookies on your computer. We use these cookies to improve your experience of using the website and to improve our range of services.
- 7. Cookies do not usually contain any information that personally identifies you, the website user. However, personal information that we store about you may be linked to the information obtained from and stored in cookies. For more information on how such personal information is handled and stored, refer to our Privacy Policy which is available online at www.papps.org.uk.









Types of cookies

8. This website uses the following cookies:

Type of cookie	Purpose
Strictly necessary cookies	These are cookies that are required for the operation of the website. They include, for example, cookies that enable you to log into secure areas of the website, use a shopping basket or make use of e-billing services.
Analytical/performance cookies	These cookies allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
Functionality cookies	These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region). By using the website, you agree to our placement of functionality cookies.

9. We have carefully chosen these cookies and have taken steps to ensure that your privacy is protected and always respected.

How to control your cookies

- 10. You can choose to enable or disable cookies in your internet browser. By default, most internet browsers accept cookies, but this can be changed. For further details, please see the help menu in your internet browser.
- 11. You can switch off cookies at any time, however, you may lose information that enables you to access the website more quickly and efficiently.
- 12. It is recommended that you ensure that your internet browser is up-to-date and that you consult the help and guidance provided by the developer of your internet browser if you are unsure about adjusting your privacy settings.
- 13. For more information generally on cookies, including how to disable them, please refer to aboutcookies.org. You will also find details on how to delete cookies from your computer.









Changes to this policy

14. Palmer and Palmer Psychology Ltd reserves the right to change this cookie policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the website, and you are deemed to have accepted the terms of the cookie policy on your first use of the website following the alterations.

Contacting us

15. The website is owned by Palmer and Palmer Psychology Ltd incorporated in England and Wales with registered number 14602051 whose registered office is at 54 Thorpe Road, Norwich, Norfolk, NR1 1RY, England.

16. You may contact us:

- a. By post using the address above.
- b. By telephone at 01603 555 670.
- c. By email at <u>npalmer@papps.org.uk</u>.









Appendix J: Complaint's Procedure

Introduction

Our aim is to deliver the highest quality, evidence-based, service to our clients. We work hard to ensure that we maintain these standards and proactively address any issues early, we do this primarily through clear and consistent communication. However, from time to time, despite everyone's best efforts, issues can arise that may lead to a complaint.

We always welcome constructive feedback and our door is always open should you wish to talk to us about any aspect of care you receive from us. To promote collaborative problem-solving, we have set out a step-by-step 'complaints procedure' should you ever need it.

Step one

We are so sorry to hear that you are not completely satisfied with our service(s). Although we want all our clients to be entirely satisfied with our service(s), we also know that, as human beings, we're not infallible. We want to understand your feedback so that we can continue to improve, and we also want to understand how we can put things right if we have fallen short of your expectations.

There is research which suggests that many complaints occur because of the gap between customer expectation and perception of the service or product received. We endeavour to identify what questions you would like answered before we agree to work with you and throughout our work together. Wherever possible, we want to reduce this gap, and better still, far exceed your expectations.

So, firstly, we ask that you:

Speak with your psychologist. In most cases we will be able to resolve any difficulties or misunderstandings quickly and easily.

We recommend **speaking** to your psychologist, so will always offer a telephone or video call, or, if you'd prefer an in-person conversation. This avoids any misunderstanding that can be exacerbated through the written word (such as email!).

Our preference is always to find a mutually acceptable way forward. But please note we cannot agree to changes or practices which are or might be:

Unethical or illegal.









Dishonest or misleading.

Contrary to an evidence-based professional opinion.

Provision that has no or limited verifiable evidence-base, or that in our opinion is not in the best interests of the client.

Add intensifying adverbs to describe a need, such as 'very', 'extremely', 'slightly', 'entirely', 'never', 'always', 'really', and so on. We can only do this where it is clinically suitable. Our <u>terms and conditions</u> explain this in detail.

Once you have raised a concern with your psychologist, they will **respond within 10 working days**, in one or more of the following ways:

Agree to a suggested action, change, or other resolution.

Provide an explanation, apology, and/or offer remedy.

Arrange a telephone, video, or in-person meeting with you to discuss your concerns further.

Outline the reason(s) for taking or not taking a given action which is the subject of your concern.

Step two

We are sorry to hear we were not able to find an immediately satisfactory way forward.

If you are unsatisfied with your psychologist's response, for whatever reason, please go back to them. It may be there is still a gap in understanding, or worse, what you expected from us by raising your concern, has not been perceived to be met by the response you received.

Let's try again. This time, please contact your psychologist with the following clarifications:

Your **original concern** (why were you dissatisfied or concerned originally)?

You **expectation** (what had you hoped for in response, what can we do differently)?

Your hopes for moving forward (what can we do to put things right)?

Your psychologist will review this correspondence alongside your original concern. They will then do one or more of the following:









Reach out for further clarification.

Revise their response to you.

Take your complaint to their third-party supervisor for discussion.

Reiterate their offer of a telephone, video, or in-person meeting (if not taken up initially), so that they can better understand and clarify points further.

Carry out the specified request made.

Reiterate their original position and outline the reasons for this decision.

This part of the process will take up to 28 days to complete. If it is likely to take longer for reasons beyond our control, your psychologist will contact you to explain why and provide a revised schedule.

Your psychologist's response at this stage will be final.

Step three

If we have reached this stage, then something has gone more seriously wrong. For our part in that, we are sorry. This can happen for several reasons, but let's see if we can still work on a resolution with you. To do this, you should escalate your concerns to a senior partner at PAPPS. It is likely that, in the course of your conversation with us at stage one and two, you would have been working with Nick <u>or</u> Nikki. The person you will speak to next, will be the person you haven't been speaking to up to this point.

We ask, therefore, that you:

Email the relevant partner of PAPPS (i.e., if your dissatisfaction is with Nick, your complaint would be addressed by Nikki and vice versa). To ensure fairness, neither Nick (if the concern relates to Nikki) or Nikki (if the concern relates to Nick) will have a role in the initial two steps.

In the email subject please put the word 'complaint' and FAO the relevant partner.

Please outline your complaint, attaching any relevant information (please do not assume the partner you are writing to has seen any part of your complaint up to this point, it's very unlikely they would have done). In this outline, please ensure you cover:

Any part of your concern which remains unresolved.









What action(s) are you requesting to resolve the concern(s). It is very important you tell us what you want us to do in order to bring about a satisfactory resolution. If attempts have already been made, it's important that you are clear on what exactly is outstanding.

Now, your complaint will go through the following process:

- 1. **Review**: we will consider your complaint 'as is', that is how you present it in this complaint email with whatever evidence you provide.
- 2. **Fact-finding**: we will speak with the psychologist and to you, we will not conduct this via email, it must be either via telephone, video conference, or face-to-face. We will also review any relevant documents, such as reports, emails, assessments, and so forth originally undertaken.
- 3. Action: we will now consider your complaint in three ways, in order
 - a. Against our own internal <u>quality assurance processes</u>.
 - b. Discussion with a second, third-party, supervisor or suitable other (e.g., qualified psychologist, therapist, or similar depending on the nature of the complaint).
 - c. Consider all available information against relevant evidencebases, standards of proficiency, and ethical codes.

We want to make sure we have done everything possible to rectify your concerns. To do this, we require time to investigate thoroughly. As a small family-run business, this can take us a little longer than larger organisations. We will endeavour to provide a response with our findings within six weeks, in writing. If this is going to take longer, we will let you know as soon as possible. For complex matters, this process could take up to three months (90 days).

The response you receive at this point will be our final view on the matters. We will:

Outline the facts as we have been able to establish.

Outline any evidence upon which a decision has been reached.

Outline the remedy, if any, that we will offer.

Any remedy will be actioned within four weeks and, wherever possible, sooner.









Step four

We are sorry to hear you remain dissatisfied with our response. At this stage, we have come to the end of what we can offer by way of remedy. You can, however, seek remedy through alternative means as you see fit. This includes, but is not limited to:

Raising a complaint with the Health and Care Professions Council (HCPC).

Raising a complaint to the British Psychological Society (BPS).

Initiating a small claims complaint through the courts of England and Wales.

You may, of course, decide to jump immediately to one or more of these processes, which you are entitled to do. However, we encourage you to go through our complaint's procedure first. If you do choose to seek remedy through any of the above means, our internal complaints procedure will cease immediately, and our solicitors will be instructed to act on our behalf. At that point, we will not be able to resolve matters with you directly until such time the external processes have concluded.

We strongly believe that adversary remedy is often unnecessary, costly, stressful, and resource intensive. We want to work with our clients, not against them, so encourage positive and open communication. We will always promise to work with integrity and candour and invite our clients to work with us in reasonable and collaborative manner. In that way, we can be assured that our service and your outcomes, remain in the best interests of whoever the person is at the centre of our work.







