



PALMER & PALMER

PSYCHOLOGY SERVICES

## **General Terms & Conditions**

These were updated and effective from 1<sup>st</sup> April 2025

## Introduction

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](mailto: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 or goods by you (the **client** or **you**). These are the terms on which we sell all services.
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 or variations thereof. Our email address is [npalmer@papps.org.uk](mailto:npalmer@papps.org.uk), and our telephone number is 01603 555 670 (the **supplier** or **us** or **we** or **our**).
3. Changes may be made to these terms, from time to time. The most up-to-date version will be provided on our website. It is your responsibility to check periodically for such changes.

## Interpretation

4. **Client (consumer)** means an **individual** acting for purposes which are wholly or mainly outside their trade, business, craft, or profession.
5. **Contract** means the legally binding agreement between you and us for the supply of the services (i.e., these **terms**).
6. **Delivery location** means our 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 (referral)** 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.
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 will typically be in the form of email or other written confirmation.
10. **Services** means the services of the number and description set out in the order.

## General Principles Services

11. All services are subject to availability.
12. 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 some small discrepancies in services supplied.
13. In the case of services tailored to your special requirements, you are responsible for ensuring that any information or specification you provide is accurate.
14. 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.
15. We can make changes to the services which are necessary to comply with any applicable legal, ethical, or safety requirement. We will notify you of these changes, if possible.

## Service Provision and Delivery Basis of Sale

16. 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.
17. When an order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
18. A contract will be formed for the services ordered only upon the supplier sending written confirmation to the client confirming that the order has been accepted or, if earlier, the supplier's delivery of the services to the client.
19. Any quotation or estimate of fees (as defined below) is valid for a maximum period of 7 days from its date unless we expressly withdraw it at an earlier time.
20. 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.

## Fees and Payment

21. 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 **service fee card** available on our website. These fees are current at the date of the order. Service prices may be calculated on a fixed fee or a standard rate (hourly) basis.

22. Where our in-person sessions involve **us travelling to you or elsewhere, other than our chosen office address**, additional fees apply. We will agree these fees with you, in advance. These fees include travel time and mileage. Overnight accommodation and a per night stipend may be charged where we are required to travel to a location 100 miles or more, or two hours' drive (whichever is greater), from Norwich. Additional fees may also apply, such as toll charges, car parking charges, and other expenses incurred by us to deliver the service(s) to you.
23. 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 does not involve in-person contact. We have separate guidance on remote practices available on our website. Please ensure you familiarise yourself with this guidance if you will be meeting with us remotely.
24. Payment for services can be made by all major credit or debit cards, by BACS transfer, or in instalments by direct debit or pre-arranged invoice. 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. **If you wish to pay by credit card, you must tell us so that we activate this option for you.**
25. All **therapy sessions** and **one-off consultations** must be paid at least **24 hours in advance** of the session taking place. If payment is not received, your appointment will automatically be cancelled from our system. We accept no responsibility for any costs, inconvenience, or other harms or losses caused because of non-payment in line with these terms.
26. All other services must be paid in one of the following ways:
  - a. 50% at accepting the order before any part of the service is delivered. Then, 50% on completion of the agreed service(s), but **before** the (*draft*) report or any associated goods are released.
  - b. 100% at accepting the order before any service is delivered. The (*draft*) report and any associated goods will be released immediately on completion.
  - c. At our discretion and by prior agreement only, you may spread the cost over a longer period by direct debit or pre-arranged invoice. This is our instalment arrangement which is due on invoice at the following intervals: Invoice 1 at time of agreement; Invoice 2 7-10 days prior to the planned assessment date; and Invoice 3 upon completion but before the report is released. You understand that this is **not** a credit agreement.
  - d. The (*draft*) report and any associated goods will generally only be released after full payment is received. However, we may, at our sole discretion, agree to release the report after a minimum of 75% of the total cost plus all associated expenses have been settled.
27. 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 cleared within 24 hours, whereas credit card payments can take up to 10 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.

## Late fees and Third Parties

28. The fee for services is due upon receipt of your invoice or prior to service delivery, whichever is sooner. **If you run into any difficulties, tell us, so that we can discuss alternative arrangements.** Such arrangements will only be binding if they are made and agreed in writing.
29. A payment for any of our services becomes late seven (7) days after the delivery of the service or issue of our invoice, whichever is sooner. Our protocol for managing late fees are as follows:
  - a. **Day 0-7:** Invoice is 'due'. You may receive automated reminders from our finance management software. These are automatically generated when your invoice is 3 days and 1 day before due. You may also receive an email from our office 24-48 hours before your invoice is due. This is designed to be helpful, as any provisional dates will be cancelled on **day 8**.
  - b. **Day 8:** Invoice is 'late'. We will temporarily suspend our services to you. This means, your report or any associated goods will not be released and any pre-booked sessions, if applicable, will be cancelled and made available to others for booking. **If this is your first invoice or direct debit, we will assume non-payment means you wish to withdraw your referral.**
  - c. **Day 14:** If this is your **first invoice or direct debit** and we have not had any further contact from you, or the invoice remains unpaid, we will remove your details from our system, if not already. We will require a re-referral if you later decide you would like to proceed.
  - d. **Day 31:** We will automatically apply interest at 2% above the Bank of England base rate to your original invoice monthly. We will inform you of this in writing and request you settle the invoice immediately. We will continue to temporarily suspend our services to you and reserve the right to withhold any report or associated goods.
  - e. **Day 60:** The invoice is 'defaulted'. We will now either:
    - i. Begin the Pre-Action Protocol for Debt Recovery, in which case, we will charge an additional administration fee of £100 plus costs.

**or**

    - ii. Instruct our solicitor to act as our representative in the recovery of fees owed. In this case, we will also seek to recover all costs associated with settling the invoice, in addition to an administration fee of £100. We reserve the right to instruct our solicitors or other

agent to act on our behalf at any time, even if we have initially begun the Pre-Action Protocol for Debt Recovery.

## Delivery – General Principles

30. We will deliver the services either in-person or remotely within the agreed timescales or, failing any prior agreement, within a reasonable time.
31. We work on a four-week turnaround on **all reports**. It is your responsibility to tell us if you are working to a particular deadline, we will confirm in writing whether it is possible to meet that deadline based on this four-week turnaround principle.
32. In limited circumstances we may be able to expedite a report. In these cases, additional fees are due as it will inevitably involve ‘out of hours’ working (i.e., evening and weekends). Expedited reports can be made within two-weeks or one-week, by prior arrangement only.
33. Regardless of events beyond our control, except for 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.
34. You can treat the contract at an end if:
  - a. 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
  - b. After we failed to deliver on time, you specified a later period appropriate to the circumstances, and we have yet to deliver within that period.
35. 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 expert witness work, whichever form that work takes (i.e., in person or remote). We require a minimum of **72 hours’ notice to cancel or reschedule all expert witness work**. Any costs already incurred and that cannot otherwise be recovered by us, such as accommodation and travel fees costs, stipends, bank charges, mileage, and any fee relevant to the service commissioned that has already been delivered up to and including the day of cancellation, will still be due.
36. 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).

## In-person delivery

37. Services delivered in person will take place at [our offices](#):

Harvest House  
The Common  
Mulbarton  
NR14 8JS

Our [What Three Words are ///annual.laugh.trombone](#). We may change this location to another venue in the greater South Norfolk area without notice. Where the venue does change, we will confirm the location with you.

38. The client is responsible for their travel arrangements and all associated expenses and charges for attending in-person sessions.
39. We offer in-person services across the UK. In these cases, you will be responsible for identifying an appropriate space for us to work and covering any costs this may incur.

## **Responsibilities and expectations**

### **Additional consent & safeguards**

40. We may need to speak with other professionals when you ask us to carry out any service. This is good practice, and, in some cases, a requirement set by our professional body and – with respect to safeguarding – by law. You agree that we may, at our sole professional discretion, request conversations or further documentation from any other service provider or professional involved in your child’s care, support, or education without requesting additional consent from you. This might include, for example:
  - a. Arranging and speaking to nursery, school, college, or other education provider staff with a legitimate role in your child’s care, support, or education.
  - b. Arranging and speaking to any private or public professional service, including social care, psychology, occupational health, paediatrician, speech and language therapy, and any other service provider with a legitimate role in your child’s care, support, or education.
  - c. Any other person with parental responsibility (unless you explicitly inform us otherwise of any legal reason why we must not contact this person(s)).
  - d. Reviewing any pre-existing information available from professionals within the last 18 months which might include, for example, school-based data (e.g., attainment, progress, exclusions, etc.) or professional data (e.g., assessment scores, safeguarding assessments, etc.), or similar.
41. 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 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 you will remain liable for all fees and costs

associated with the contract you have made with us and for any work we have already undertaken.

## Professional opinions and fair representation

42. 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.
43. 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.

## Withdrawal

44. 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](mailto:npalmer@papps.org.uk), or implicitly. We will assume that you have withdrawn your consent if one or more of the following are true:
  - a. You have not provided us with a referral form within 7 days of our request.
  - b. 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).
  - c. 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.
45. 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 note, payments you make to us for the services may be subject to bank charges beyond our control. All refunds, including those made within any 'cooling off' period, will be made minus any such charges or other costs we incur and cannot otherwise recoup.

## Conformity

46. You can expect us to supply the services outlined with reasonable skill and care.



47. 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.
48. 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**

49. 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.
50. 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.
51. 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.
52. 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.
53. 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:
  - a. Any use of verbal abuse, including swearing and the use of insults.
  - b. Any use of written communication (e.g., email, social media, letters, and similar) to abuse, insult, distress, threaten, or otherwise act in an aggressive or malicious manner.
  - c. Using discriminatory language in relation to race, gender, sexual orientation, age, disability, and all other forms of language which are oppressive, derogatory, or discriminatory.
  - d. Any form of physical violence, including all forms of ‘touch-based’ aggression (e.g., pushing, shoving, slapping, spitting, punching, etc.) or use of any other object or weapon to threaten, intimidate, or cause harm.

- e. Any form of sexual harassment.
  - f. Persistent 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.
  - g. Any damage caused to property, including office space and equipment, from which we work with you.
  - h. Attending any sessions under the influence of illicit drugs or alcohol.
54. 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:
- a. A reminder that the behaviour or attitude expressed is unacceptable and either has or might cause harm or offence (context-dependent).
  - b. A restriction on the types of services we will offer or any future support that might have been provided if not for the incident.
  - c. Refusal to provide part or all services we would otherwise offer to the public (effectively, a 'ban' on accessing our services in the future).
  - d. Immediate termination of our contract by which you will remain liable for all associated fees and costs.
  - e. In extreme cases, raising a safeguarding referral to the appropriate authorities where we believe your behaviour poses a serious or immediate risk of harm to yourself or others.
  - f. In cases where a criminal offence may, or we believe could be, committed, we will report the matter to the police or other relevant authority.
  - g. Where appropriate seek criminal prosecution or civil claim where injury or harm has been caused, whether physical, psychological, or material including to property.
55. In summary, we expect everyone working with or for us to always treat our clients and partners with respect and kindness. We expect to receive this respect and kindness in return.

## Quality Assurance and Collaboration

56. Our reports are selected at random to go through an internal quality assurance process. Where a query is made against any piece of work, the report will be checked by a second psychologist to ensure compliance with internal and external governance.
57. 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.

58. 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 occur occasionally. A factual inaccuracy is not a matter of opinion but something likely to be universally accepted as an objective fact (e.g., a letter that states a diagnosis, a person's date of birth, spelling of a name, and so on).
  - b. We will always re-word your personal opinions where you have provided these to us, and you feel we need to communicate the nuance or sentiment of those views differently.
  - c. We can only make changes to the views of others if they raise this with us.
  - d. We will not make changes to professional advice that we believe to be justified by the available evidence. 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 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.
59. We will always provide a **draft report** for your consideration. We will provide **one round of amendments for free** across all our services. Additional amendments or a change in requirements not notified to us at the point of commission, may be charged at our standard hourly rate.

## Duration, Termination, and Suspension

60. The contract continues for as long as it takes us to perform the services.
61. Either you or we may terminate the contract or suspend the services at any time by a written notice of termination or suspension to the other if that other:
- a. commits a serious breach, or series of breaches resulting in a serious breach, of the contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice: or

- b. is subject to any step towards its bankruptcy or liquidation.
- c. On termination of the contract for any reason, any of our respective remaining rights and liabilities will not be affected.
- d. We understand that circumstances change, and this may mean that you require a different or additional service. In these cases, we will endeavour to accommodate your request. However, such change will mean a re-contracting of the order and will continue to be governed by these terms.

## Successors and our Sub-contractors

- 62. 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.

## Excluding Liability

- 63. 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

- 64. 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.
- 65. You accept this as a fair and reasonable contract when you commission our service(s). If you need more clarification on these terms, please [get in touch](#), and we will be more than happy to help. Please only use our services if you are happy to be bound by these terms.

## Provision of Free Resources

- 66. For clients who commission an **Enhanced** or **SENDIST Assessment** you will receive **free access** to our resource hub. This offer is only available to those commissioning services directly from us or via their nominated representative (i.e., solicitor or advocate).
- 67. For the avoidance of doubt, this service is not available to clients who commission us via a third party intermediary or any other service other than those explicitly stated.

68. Access may not be immediate owing to resource or website development or updates. However, in this case you may request these resources directly from us which we will provide via email within 28 days. You will still receive online access once developments are complete.

## Resource Description

69. The service includes access to:

- a. Original content, such as:

- i. Exclusive 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.

70. All, some, or none of the above content may be available at the point of being granted access or using the service.

## Resources License Terms

71. Once verified, you will have access to the service and its contents for your **own personal use only**. This is granted on a non-exclusive license. A non-exclusive license means that:

- a. The content is not limited to only you. We may make any of the resources or part thereof available, in any form, for free or paid access, at our sole discretion.
- b. You have the right to use the content within the terms of the license. 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.

- c. You must be 18-years old or over to subscribe to and use the service.
- d. 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:
  - i. Be as describe.
  - ii. Fit for purpose.
  - iii. Of satisfactory quality.
- e. 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.
- f. 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.

72. We remain the sole owner of all right, title, and interest in all content within this website ([www.papps.org.uk](http://www.papps.org.uk)) and its associated extensions and pages, including resources. We are the sole owner of all material and associated rights. By 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 **all** 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.

73. 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.
  - 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 service was purchased.
    - 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 [contact us](#) 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 **any form** 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).
74. Access to these resources is provided to you on a lifetime basis. Your access will begin upon full payment of your fees for the service commissioned and associated costs. It will continue until one or more of the following conditions apply:
- a. The service closes.
  - b. The content is removed, modified, or otherwise deleted.
  - c. 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.

75. If the service ceases, you will not be entitled to any form of compensation. Your access is provided on an 'as is' basis and we make no warranties of error-free or continual, uninterrupted, access.
76. You understand that by accessing and using the materials provided:
  - 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. We make no guarantee to the amount of additional content made available or over what interval.
77. You may refuse this additional service by not logging on or otherwise refraining from using the resources available. You may request the closure of your account at any time by emailing us at [npalmer@papps.org.uk](mailto:npalmer@papps.org.uk).
78. We reserve the right to refuse access without giving a reason. We are not obliged to provide you with an alternative or discount, if we exercise our right to refuse access.
79. If you breach any of these terms or associated terms or policies, we will revoke your license to the service immediately. You will not be entitled to any form of compensation in these circumstances.
80. 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.

## Resources Warranty

81. We endeavour to provide the best possible service. However, we offer no warranty to your use of any part of the service. Accessing and/or using these resources, 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 because 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, because of you using the service. Your use of the service is at your own risk.
- i. 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.
- j. 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, including without limitation, the following:
  - i. Strikes, lockouts, or other industrial action.
  - ii. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
  - iii. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
  - iv. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

- v. Impossibility of the use of public or private telecommunications networks.
- vi. The acts, decrees, legislation, regulations, or restrictions of any government.
- vii. Viruses and cyber-attacks.
- viii. 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.

## Use of Resources - Indemnity

82. 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.
83. We will defend you, **as an individual client**, 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 the license and associated terms and conditions contained within this document and elsewhere on our website.
  - 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.
84. 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, we may 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.
85. 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, or reputational damage to you, your employees, trustees, directors, agents, or others.
86. 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.

## Governing Law, Jurisdiction, and Complaints

87. The law of England and Wales governs the contract (including any non-contractual matters). Disputes will be governed by the jurisdiction of the courts of England and Wales only.
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 the complaint's procedure below.

We follow these codes of conduct:

- a. [HCPC Standards of Proficiency for Practitioner Psychologists](#)
- b. [HCPC Standards of Conduct, Performance, and Ethics](#)
- c. [British Psychological Society Code of Ethics and Conduct](#)
- d. [Institute of Narrative Therapy Associate Member Standards](#)

## 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.

Research 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:

1. **Speak** with your psychologist. In most cases we will be able to resolve any difficulties or misunderstandings quickly and easily.
2. 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).
3. 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 considered:

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.

4. 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.

1. Let's try again. This time, please contact **your psychologist** with the following clarifications:
  - a. Your **original concern** (why were you dissatisfied or concerned originally)?
  - b. Your **expectation** (what had you hoped for in response, what can we do differently)?
  - c. Your **hopes for moving forward** (what can we do to put things right)?
2. Your psychologist will review this correspondence alongside your original concern. They will then do one or more of the following:
  - a. Reach out for further clarification.
  - b. Revise their response to you.
  - c. Take your complaint, anonymously, to their third-party supervisor for discussion.
  - d. 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.
  - e. Carry out the specified request made.
  - f. 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, during your conversation with us at stage one and two, you would have been working with one of our co-director psychologists. 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:

1. 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 not have a role in the initial two steps.
2. In the email subject please put the word 'complaint' and FAO the relevant partner.
3. 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:
  - a. Any part of your concern which remains unresolved.
  - b. What action(s) are you requesting to resolve the concern(s). It is very important you tell us what you want us to do to bring about a satisfactory resolution. If attempts have already been made, it's important that you are clear on what exactly is outstanding.
4. Now, your complaint will go through the following process:
  - a. **Review:** we will consider your complaint 'as is', that is how you present it in this complaint email with whatever evidence you provide.
  - b. **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.
  - c. **Action:** we will now consider your complaint in three ways, in order –
    - i. Against our own internal [quality assurance processes](#).
    - ii. Anonymously discuss the complaint with a second, third-party, supervisor or suitable other (e.g., qualified psychologist, therapist, or similar depending on the nature of the complaint).

- iii. Consider all available information against relevant evidence-bases, standards of proficiency, and ethical codes.
5. 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).
6. The response you receive at this point will be our final view on the matters. We will:
  - a. Outline the facts as we have been able to establish.
  - b. Outline any evidence upon which a decision has been reached.
  - c. Outline the remedy, if any, that we will offer.
7. 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 a 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.