



Palmer & Palmer Psychology Services Ltd - General Terms and Conditions

Palmer & Palmer Psychology Services Ltd (referred to in these Terms as we, us and our) offers a range of psychological services directly to parents and families, including assessments, consultations, observations, interventions, report writing and related support. These Terms and Conditions govern the provision of our Services to you (the parent or guardian instructing us, referred to as you and your) and, where relevant, to your child. By instructing us to provide any Services, you accept these Terms and Conditions.

Our details:

Palmer & Palmer Psychology Services Ltd

Company number: 14602051

Registered address: 7 The Close, Norwich, Norfolk, United Kingdom, NR1 4DJ.

Email: npalmer@papps.org.uk.

The specific Services and Fees applicable to your instruction, together with any special terms, will be confirmed to you in writing before the Services commence.

1 Professional Information

- 1.1 Our educational psychologists and all other practitioners working at our practice are registered with the United Kingdom's Health and Care Professions Council (HCPC). All educational psychologists practising within the UK must be registered with the HCPC and must continue to demonstrate compliance with the HCPC's minimum standards of conduct, performance and ethics, which you can read more about at www.hcpc-uk.org.
- 1.2 We may engage associate educational psychologists to carry out some of the work involved in providing our Services. Associates are qualified professionals who are registered with the HCPC and adhere to the same professional standards and confidentiality obligations as our in-house educational psychologists. We may also engage assistant educational psychologists to support our work; while they are not HCPC registered, they work under the supervision of our qualified educational psychologists and adhere to professional standards and confidentiality obligations. By instructing us, you accept that associate and assistant educational psychologists may be involved in providing the Services. If you have any questions or concerns about this, please discuss them with us.

2 Formation of Contract

- 2.1 Any quotation or estimate of Fees is valid for a maximum of 28 days from its date unless we withdraw it earlier. A description of the Services on our website or in any brochure or advertisement is for illustrative purposes only and does not constitute a contractual

offer. We will normally ask you to sign these Terms (electronically or otherwise) before we confirm acceptance of your instruction. A binding contract on these Terms will be formed only when we send you written confirmation that your instruction has been accepted or, if earlier, when we begin delivering the Services to you. We may decline an instruction for any reason, and where appropriate, we may explain our reasons for doing so. Once a contract has been formed, no variation to the Services, Fees or these Terms will take effect unless you and we agree it in writing, save for any changes to these Terms made under clause 20 and any changes to our prices made under clause 7.10.

2.2 We will provide you with a copy of these Terms in a durable form (for example, as a PDF attached to our welcome email) on or before the date your instruction is accepted, so that you can store and reproduce them.

3 Our Services

3.1 We will provide the Services agreed with you in writing before the Services commence. We will deliver the Services with reasonable skill and care, in accordance with professional standards and ethical guidelines. If it becomes necessary to adapt the scope or content of the Services (for example, if new information comes to light or your child's needs change), we will discuss and agree this with you in writing where possible.

3.2 The Services we may provide include, for example:

- a. Assessments – full psychological assessment, cognitive assessment (e.g. IQ testing, learning profile), attainment/academic achievement testing, assessment of specific learning difficulties (e.g. dyslexia, dyscalculia), social, emotional and behavioural assessment, autism spectrum assessment (usually as part of a multi-disciplinary team), ADHD assessment (often as part of a multi-disciplinary assessment or with screening tools), dynamic assessment, and early years developmental assessment;
- b. Reporting and recommendations – written reports summarising findings, conclusions and tailored recommendations, reports suitable for EHCP applications or reviews, and brief summary reports or letters for school use;
- c. Consultation and advice – parent consultations, advice on supporting learning at home, advice on supporting emotional regulation and behaviour, consultation with teachers (with parent's consent) and signposting to other professionals or services (e.g. SALT, OT, CAMHS);
- d. Observation – classroom, nursery or other setting observations;
- e. Meetings and representation – attendance at school and multi-professional meetings (e.g. annual review, EHCP planning, SEND meetings);
- f. Follow-up services – review assessments after an agreed period and updating reports for new phases of education;
- g. Interventions – direct intervention with the child, coaching or mentoring, parent training or workshops, and behaviour support planning; and

- h. Other specialist services – remote/online assessments or consultations, specialist assessments (e.g. sensory needs or executive function), and mediation support between parents and the school.
- 3.3 We do not offer refunds if a local authority, educational institution or any other third party refuses to accept any of the strategies or interventions we suggest. Our Services are conducted and prepared in accordance with professional standards and guidelines; however, we cannot guarantee acceptance by external bodies, which may have their own criteria and policies for implementing our advice. We recommend discussing specific requirements with the relevant third party before the Services commence. Further, the Fees remain payable irrespective of whether you agree with our professional opinions, conclusions or recommendations.
- 3.4 We work on a six-week (approximately thirty (30) business day) turnaround on all reports, provided within that period following the completion of the assessment or applicable service. In limited circumstances we may be able to expedite a report (usually within two weeks or one week) by prior arrangement only, for which additional charges will apply. It is your responsibility to tell us if you are working to a particular deadline, and we will confirm in writing whether it is possible to meet that deadline. In circumstances where additional time is required to ensure the accuracy and quality of the report, we will promptly notify you and provide an estimated completion date.

4 Contacting Other Professionals

- 4.1 We may need to speak with other professionals in order to carry out the Services. This is good practice and, in some cases, is a requirement of our professional body and, in relation to safeguarding, of the law.
- 4.2 You agree that we may, at our sole professional discretion and without seeking additional consent from you, request conversations with or further documentation from any other service provider or professional involved in your child's care, support or education. This may include, for example: nursery, school, college or other education staff with a legitimate role in your child's care, support or education; any private or public professional service (such as social care, psychology, occupational health, paediatrics or speech and language therapy) with such a role; any other person with parental responsibility (unless you inform us of a legal reason why we must not contact them); and pre-existing information from professionals within the last 18 months, such as school-based or professional assessment data.
- 4.3 We accept no responsibility for any adverse outcome or limitation in our work or conclusions arising from you preventing us from carrying out this due diligence. In some cases this will mean we can no longer provide the Services in a way that is fair, informed and ethical, in which case we may terminate the engagement, but you will remain liable for all Fees and costs relating to your instruction and for any work already undertaken.

5 Withdrawal

- 5.1 You may change your mind and withdraw from using our Services without giving a reason. You may do so expressly, for example by writing to us at npalmer@papps.org.uk, or we will assume you have withdrawn if: (a) you do not provide requested information

or documentation within 7 days of our request; (b) you notify us in writing within 14 days of your instruction being accepted, provided you have not waived your cooling-off period (which you may waive expressly, or implicitly by accepting that work will begin within that period); or (c) you fail to attend a scheduled appointment without notice and attempts to reschedule are unsuccessful (in which case you remain liable for the missed session and any associated costs).

- 5.2 If you withdraw after a contract has been formed other than in exercise of a right to withdraw as set out above, you will be liable for all associated costs incurred, plus all contracted Fees relating to your instruction. Any refund, including within a cooling-off period, will be made less any bank charges or other costs we incur and cannot otherwise recover.

6 Your Responsibilities

- 6.1 As the parent(s) or guardian(s) instructing us, you agree to:

- 6.1.1 provide accurate, complete and timely information relevant to the Services, including your child's educational history, previous reports, assessments, and medical or educational records as requested;
- 6.1.2 ensure that the child or young person is aware of and prepared for the Services and is available at the agreed times and locations;
- 6.1.3 inform us promptly of any changes to circumstances which might affect delivery of the Services (for example, changes in health, medication, educational placement or family situation), including any cancellations or rescheduling needs;
- 6.1.4 co-operate reasonably with us, including attending meetings, engaging in consultations and feedback and follow-up sessions, and responding to communications in a timely manner;
- 6.1.5 comply with our cancellation and rescheduling policy as set out in these Terms; and
- 6.1.6 understand that the effectiveness of our Services depends on your openness, honesty and engagement with any recommendations or follow-up actions discussed. You acknowledge that you understand the nature of the Services we provide, any potential risks involved, and your responsibilities as a parent or guardian.

- 6.2 We do not provide legal advice or guidance of any kind whatsoever during the provision of our Services, and accordingly no reliance should be placed upon any related discussions, whether express, implied or otherwise. Please seek independent legal advice should you require it at any time

7 Fees and Payment

- 7.1 Our Fees for your instruction will be confirmed to you in writing before the Services commence and may include: £1895 for a full psychological (EP) assessment; £1195 for a one-off or single-focus assessment (for example, a specific learning difficulty assessment such as dyslexia); £2295 for expert witness work (including SENDIST tribunal preparation and attendance); £120 per hour for an Observation, Consultation, Intervention or Report Writing Service; £120 per therapy session or support sessions (e.g.

ongoing consultations, interventions or parent coaching); and £120 per hour for consultancy services. Any special terms agreed for a particular booking will also be confirmed in writing.

- 7.2 For assessment Services, Fees are payable in three instalments: (1) a non-refundable fixed deposit of £300, payable on booking to secure and hold your assessment date, which covers file set-up, administration and onboarding, contacting schools and other professionals, initial consultation and initial questionnaires; (2) a second payment, due no later than seven days before the assessment date, of such amount as brings the total paid (including the deposit) to 50% of the total Fees and expenses for your instruction; and (3) the remaining balance of the Fees and expenses, payable after the assessment has taken place but before we release the report to you.

By way of example, if the total Fees and expenses are £1,000: the £300 deposit is payable on booking; a further £200 is payable no later than seven days before the assessment date (bringing the total paid to £500, being 50% of the total); and the remaining £500 is payable after the assessment but before the report is released.

- 7.3 Save where you exercise your right to cancel within the 14-day cooling-off period under clause 5, the deposit is non-refundable, including where you subsequently withdraw or cancel. Where you cancel within the cooling-off period, we will refund the deposit less a proportionate amount for any work we have already carried out at your express request during that period (including the work described above that the deposit covers) and any bank charges or other costs we cannot otherwise recover, in accordance with clauses 5.2 and 7.5. Where you withdraw within a cooling-off period, we will refund the deposit less any costs we have already incurred (including the work described above that the deposit covers) and any bank charges or other costs we cannot otherwise recover, in accordance with clause 5.2.
- 7.4 Where a Fee or instalment is invoiced to secure an assessment date, we will hold your date(s) for seven days from the date of the invoice. If the invoice remains unpaid after that period, we will release your date(s) and confirm this to you by email; if the date(s) are subsequently paid for and still available, they will be reinstated, and if not, we will offer you the closest alternative date(s). If the invoice remains unpaid on the fifteenth day, we will assume you do not wish to proceed and may cancel the agreement and the invoice.
- 7.5 Where a refund is due to you, it will be paid less any Fees or expenses we have incurred and cannot reclaim elsewhere, and we will provide you with an itemised list of any such deductions at the time of the refund.
- 7.6 For therapy and ongoing intervention or parental support, the agreed block of sessions must be paid for in full in advance before the sessions commence. Where a therapy session or single consultation is booked individually rather than as part of a block, it must be paid for in full at least 24 hours before the session takes place. If you are unable to attend a session and give us at least 24 hours' notice, we will use reasonable endeavours to reschedule and roll that session over within the block. If you fail to attend a session without giving the required 24 hours' notice, that session will be treated as one of the sessions included within that block.

- 7.7 Invoices for hearings, including preparation and attendance, will be issued within 48 hours of the hearing concluding and are payable within 28 days of the invoice date.
- 7.8 All our Fees are inclusive of VAT, where applicable, with the exception of Fees for therapy Services, which are not subject to VAT.
- 7.9 If we incur additional expenses when providing the Services, you will reimburse us for those expenses. Our expenses are charged as follows: (a) accommodation and overnight expenses at a flat rate of £130 per night outside London and other major cities, and £230 per night for inner-city locations; (b) travel time at £40 per hour; (c) mileage at £0.50 per mile; and (d) incidental charges which cannot be determined in advance (for example, tolls and parking), reimbursed at cost. We will provide documentation or receipts for expenses where available.
- 7.10 We may alter our prices without prior notice; however, increases made after you have booked your child's assessment will not apply to that assessment. We may charge interest on overdue sums at 8% above the Bank of England base rate from the due date until payment is made.

8 Appointments

- 8.1 Where an appointment is required for your selected Service, it can be booked by contacting us by email or telephone or by reaching out to us via our website contact form. Details of any necessary appointments (such as date, time and duration) will be made available to you in advance. If you know you are going to be late, you should contact us. If you arrive later than 15 minutes after the appointment time, we will try to provide the session booked, but if we decide we cannot, the appointment will be treated as cancelled without notice by you and you may be charged (see Cancellations below). This applies whether the appointment is face to face, online or by telephone.
- 8.2 Some parts of our Services may be provided online via a pre-agreed livestream provider (for example Teams). Occasionally, schools may only be able to use specific video services due to firewall issues or local IT policies, in which case we will use the platform that works best for the school's requirements.
- 8.3 When using a third-party provider for online sessions, your and your child's personal and special category data will be treated in accordance with our Privacy Policy and may be subject to the third-party provider's privacy policy. We will not be liable for any costs or losses you incur because of using any third-party livestream provider, and you should familiarise yourself with such providers' own terms and privacy policies.
- 8.4 We will use all reasonable endeavours to start livestreamed sessions at the scheduled time; if the start is delayed by circumstances beyond our control, we will not be liable for the delay. In limited circumstances we may need to suspend an online session to fix technical problems, make necessary technical changes, or due to illness or other circumstances beyond our control, and will use reasonable endeavours to give you as much notice as possible.

- 8.5 Ahead of an online session, please ensure your (or your child's) internet connection is as strong as possible and that the space is private and free from interruption.
- 8.6 We kindly ask that you do not record any of our sessions without our prior written consent. This applies to any form of recording device, including phones and live virtual meetings.
- 8.7 Some Services, or parts of them, may be delivered remotely. Our Remote Services Guidance, which is available on our website (a printed version is available on request), sets out in detail when remote delivery is and is not suitable, the technology and privacy requirements, and our respective responsibilities. By agreeing to any remote Service, you agree to comply with that guidance. In particular, you acknowledge that: (a) we may decline or discontinue remote delivery where we consider it is not in the client's best interests, is unsafe, or is otherwise unsuitable (for example, for certain high-stakes or statutory assessments); (b) where a video call is arranged, cameras must remain on, and we cannot work remotely with a child who does not wish to be on camera; (c) an appropriate adult must be present in the same room and within earshot of any child or young person during remote assessments, consultations or questionnaires, subject to considerations of the child or young person's Gillick competence; and (d) you must not record any part of our remote work together in any format, and doing so will be a breach of these Terms entitling us to terminate the engagement immediately. If you would like a remote session to be recorded, you may ask us and, if we agree, we will make and share the recording securely, in accordance with our Privacy Policy.

9 Cancellations

- 9.1 Once you have instructed us to proceed with any Services, you may cancel within the 14-day cooling-off period stipulated by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, in accordance with clause 5, by notifying us promptly in writing. If you expressly requested that we begin the Services during the cooling-off period and you then cancel within it, you must pay a proportionate amount for the Services provided up to the time you told us you were cancelling, and any refund will be made in accordance with clauses 5.2 and 7.3. Once the 14-day cooling-off period has elapsed, the Service is non-refundable and the full Fees will apply. You will also remain liable for any reasonable third-party fees or expenses we have incurred in connection with your instruction which cannot be cancelled or otherwise recovered.
- 9.2 If you fail to attend a scheduled appointment without providing at least 24 hours' notice, we may charge you for the missed appointment and, where applicable, any rearranged appointment at our hourly rate of £120 per hour, including any commuting time. For therapy or support sessions booked as a block, a session cancelled with at least 24 hours' notice may be rolled over and rescheduled within the block, whereas a session missed without the required notice will be treated as a used session in accordance with clause 7.6. If, due to exceptional circumstances, you cancel an appointment without giving at least 24 hours' prior notice, we will consider the circumstances and, at our discretion, decide whether to waive any charges.

10 Child's Consent and Right to Refuse

- 10.1 We are ethically and legally obliged to consider the wishes and feelings of the child or young person receiving our Services. If, in our professional judgement, the child or young person has sufficient understanding and maturity (Gillick competence), they have the right to decline to participate in all or part of the agreed Services, even where parental consent has been provided. In such circumstances, the provisions of clause 11 will apply.

11 Child's Non-Participation

- 11.1 We will always work within the child or young person's terms of engagement where possible, and we will never force a child or young person to take part in the Services. Where, despite this, your child does not participate, then at our professional discretion one of the following options will apply:
- 11.1.1 Option 1 – Full Fee payable and summary report: if the child or young person refuses or is unable to engage meaningfully in the agreed Services (despite reasonable attempts by us), the full agreed Fee remains payable which reasonably reflects the preparation, attendance, professional time and reserved diary time we have incurred, and we will prepare a brief summary or explanatory note.
- 11.1.2 Option 2 – Full Fee payable and offer to reschedule: the full Fee remains payable reflecting the preparation, attendance, professional time and reserved diary time we have incurred, and at our discretion we may offer to reschedule one further session at no additional charge, if you visit our office, or with the addition of travel costs and expenses (charged in accordance with clause 7.9) if we return to a location outside Norwich.

12 Video Sharing for Online Assessments

- 12.1 Where an assessment is conducted online, it may be necessary for the parent and/or school to share video clips of the child as part of the assessment process. These recordings will be used solely to complete the assessment and will be deleted promptly after review and once the assessment is concluded.
- 12.2 All video recordings must be transmitted via our secure client portal (once it is available to you) or other secure means we specify, to ensure confidentiality and integrity of the data. Before sharing any video recordings, you must ensure that all necessary permissions and, where legally required, consents have been obtained from you and, where appropriate, the child, to allow the recordings to be shared with and reviewed by the educational psychologist. By agreeing to an online assessment, you confirm that all necessary consents have been obtained.

13 Third-Party Venues

- 13.1 If any of our appointments with you are held in your child's school or in a separate therapeutic clinic, you agree to comply at all times with the school's or clinic's policies and rules (particularly fire safety and health and safety rules).
- 13.2 You are responsible for your own belongings that you bring to any appointments, and we will not be liable for any loss, damage, theft or destruction of your belongings.

14 Confidentiality

- 14.1 The information discussed in our appointments with you and your child is confidential, and we provide a safe place in which you and your child can share your feelings and thoughts. We will ensure that confidential information you and your child disclose to us is not disclosed to any person except as permitted in this section.
- 14.2 We may disclose confidential information relating to you and/or your child: (a) to our employees, advisers, other healthcare professionals or social agencies who need to know it for the purposes of carrying out our Services; (b) as required by law, a court of competent jurisdiction or any governmental or regulatory authority; (c) if we believe that you or your child are at risk of harming yourself/themselves or others; (d) if we have concerns that a child or vulnerable adult is suffering or at risk of suffering significant harm, abuse or neglect (in accordance with our safeguarding obligations under the Children Act 1989/2004 and the Care Act 2014); (e) where necessary for the prevention, detection or prosecution of serious crime; or (f) if we have concerns about human trafficking or modern slavery.
- 14.3 Where possible and safe to do so, any breach of confidentiality will be discussed with you and/or your child first; however, there may be circumstances where informing you in advance would place someone at greater risk or prejudice the prevention or detection of serious crime, in which case we may disclose information without prior discussion.
- 14.4 We shall not use your confidential information for any purpose other than to perform our obligations under these Terms, and we shall ensure that any person to whom we disclose your confidential information also complies with these confidentiality obligations.
- 14.5 All educational psychologists are required to have regular clinical supervision in which they discuss their work in a safe and confidential space with an equally or more experienced colleague; all work discussed is anonymised so far as practicable, and supervisors are bound by the same professional and ethical regulations as our practitioners.

15 How We Use Your and Your Child's Personal Information

- 15.1 We will only use your personal information as set out in our Privacy Policy on our website (a printed version is available on request). By instructing us, you agree that we may collect, process and store your child's personal and special category data (including sensitive data regarding your child's mental and physical health) for the purpose of providing the Services; that we may share such data with third parties where necessary to carry out our Services (such as third-party suppliers who assist with our practice management); and that such data may occasionally be transferred outside the UK where our third-party suppliers have servers or support operations located outside the UK, in each case always in accordance with our Privacy Policy. Any processing or storage of your child's data outside the UK will be kept to the minimum necessary to provide the Services.
- 15.2 We retain all client records (including therapy records, assessment records and reports) for 7 years following the end of treatment or the conclusion of the relevant Service, or

until age 25 for clients who were under 18 (whichever is longer), or until age 26 where the client was 17 at the conclusion of treatment or the Service, in accordance with professional guidelines. We are registered as a Data Controller with the UK Information Commissioner's Office (ICO) as required by the Data Protection (Charges and Information) Regulations 2018.

16 Intellectual Property

- 16.1 We shall retain all rights, title and interest in and to the intellectual property in the assessment report and any other materials we produce under these Terms. By using our Services, you are granted a non-exclusive, non-transferable licence to use any materials we produce for you, solely for your personal purposes, including sharing the report with your child's school and relevant local authorities. Any other use, amendment, distribution or reproduction of the report is prohibited without our prior written consent.

17 Use of Artificial Intelligence

- 17.1 We use AI responsibly to support some aspects of our work, in accordance with our Artificial Intelligence Policy, which is available on our website (a printed version is available on request) and which explains how AI may be used, how we protect personal information, and the human review and professional responsibility that applies to our work. In particular, we use the following AI tool in providing the Services: Heidi AI (provider: Heidi Health Limited), used to transcribe conversations during assessment sessions, store assessment notes and assist with note-taking, literature reviews, and summaries of sessions, in accordance with the provider's privacy policy (available on request). Where AI is used to transcribe or otherwise process therapy sessions, assessments or other client information, we will inform you in advance and obtain your consent, and if consent is not given, AI will not be used for that information. There is no additional charge for opting out of the use of AI, but it is likely to take longer to complete our work, so timelines may need extending. Please contact us if you would like further information.

18 Note Keeping

- 18.1 We are committed to ensuring the security and confidentiality of your personal information when taking notes during sessions with you and your child.
- 18.2 Access to your and your child's data is restricted to authorised individuals who have a legitimate need to know, such as our employees or trusted partners, all of whom process your data in accordance with our confidentiality terms.
- 18.3 Client records, session notes and communications are managed through secure, GDPR-compliant systems operated on our behalf by our software engineer. We are developing a dedicated clinical management system; once it is live, clinical documents will be shared with you securely through its client portal rather than by email or third-party file-sharing services. During the current transition period, and until the new system is live for you, we use secure, GDPR-compliant data storage and encrypted sharing mechanisms, keeping the use of plain-text emails to the minimum.

- 18.4 In the unlikely event of a personal data breach, we have established procedures to address such incidents and will notify you and any applicable regulator promptly when we are legally required to do so.

19 Disclaimer and Limitation of Liability

- 19.1 Our assessments are conducted with the intent to provide an objective and comprehensive evaluation of your child's learning and developmental needs.
- 19.2 The assessments are intended to inform educational and psychological strategies and interventions but do not guarantee specific outcomes. Acceptance of our assessments, strategies or recommendations by external agencies (such as local authorities or educational institutions with their own criteria) is not guaranteed, as set out in clause 3.3.
- 19.3 Our assessment reports reflect an accurate, evidence-based and ethically sound evaluation, in accordance with the HCPC Code of Conduct; as such, we are unable to include or alter any information solely at a client's request if it does not align with these standards, and any requested changes or additions must be supported by evidence and professional judgment.
- 19.4 Our assessments do not constitute a medical diagnosis.
- 19.5 If we break these Terms or act negligently, we will compensate you for losses or damages that could reasonably have been expected to occur (that is, losses that are obvious results of our actions or failures, or that both parties knew might happen when these Terms were agreed); we will not pay for any losses that neither party could reasonably have predicted. We provide all Services only for your personal and private use.
- 19.6 Nothing in these Terms will exclude or limit our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
- 19.7 If you are a consumer as defined by the Consumer Rights Act 2015 or any other consumer protection legislation, nothing in these Terms will exclude, limit, prejudice or otherwise affect any of our duties or obligations to you, or your rights or remedies, or our liability to you, under the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Consumer Protection Act 1987 or any other consumer protection legislation.
- 19.8 For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

20 Changes to These Terms

- 20.1 We may from time to time change these Terms and Conditions without prior notice, but we will use reasonable endeavours to inform you as soon as reasonably possible of any such change.
- 20.2 If you do not agree with the changes, you have the right to terminate the engagement by giving us written notice within 14 days of receiving notification of the changes, in which case you will only be liable for Services already provided up to the date of termination.

- 20.3 If you continue to use our Services after being notified of any changes, you will be deemed to have accepted those changes.

21 Complaints and Standards

- 21.1 We are committed to providing as helpful and compassionate a service as possible. We welcome feedback and, whilst we use all reasonable endeavours to provide a high standard of service, care and treatment, we want to hear from you if you have any cause for complaint.
- 21.2 Please raise the matter with Dr Nick Palmer, who can be contacted at npalmer@papps.org.uk. You may also wish to raise a concern directly with the Health and Care Professions Council if you feel you have encountered an issue of fitness to practise.

22 Crisis Management and Emergencies

- 22.1 The type of psychological work offered is not suited to managing emergencies or crises. If you require urgent help between appointments, please contact your GP, use the NHS 111 service for advice, phone 999 or attend A&E. You can also contact the Samaritans' anonymous helpline on 116 123 or Childline on 0800 1111 (for those under 19 years).

23 Zero Tolerance of Abuse and Violence

- 23.1 We are committed to a mutually respectful, collaborative and supportive working relationship, and we will always treat you with kindness and respect. Everyone has the right to work without fear of abuse, violence or intimidation, and we operate a zero-tolerance policy in respect of abuse, violence or intimidation towards our directors, staff, associates or partners. Such behaviour will constitute a serious breach of these Terms and may result in immediate termination of the engagement.
- 23.2 Unacceptable behaviour includes, whether directed at us, anyone working for or representing us, other clients or partners, or where others could be alarmed or distressed: verbal abuse, including swearing and insults; abusive, threatening or malicious written communications (including email and social media); discriminatory or oppressive language; any form of physical violence or threat; sexual harassment; persistent and unrealistic demands that cannot be met; damage to property or equipment; and attending sessions under the influence of illicit drugs or alcohol. If you behave in this way, we may take appropriate action, including reminding you that the behaviour is unacceptable, restricting or refusing Services, terminating the engagement (in which case you remain liable for all associated Fees and costs), making a safeguarding referral, reporting the matter to the police or other authority, or pursuing criminal or civil proceedings.

24 Termination and Suspension

- 24.1 The engagement continues for as long as it takes us to perform the Services. Either you or we may terminate the engagement or suspend the Services at any time by written notice to the other if that other party: (a) commits a serious breach, or a series of breaches resulting in a serious breach, of these Terms, and the breach either cannot be remedied

or is not remedied within 30 days of written notice; or (b) is subject to any step towards its bankruptcy or liquidation. On termination for any reason, the parties' respective accrued rights and liabilities will not be affected.

- 24.2 If your needs change so that you require a different or additional Service, we will endeavour to accommodate your request, but any such change will require a re-contracting of the instruction and will continue to be governed by these Terms.

25 Force Majeure

- 25.1 We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under these Terms that is caused by events outside our reasonable control (a Force Majeure Event). A Force Majeure Event includes any act, event, omission or accident beyond our reasonable control, including without limitation: strikes, lockouts or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; the impossibility of using public or private transport or telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government; viruses and cyber-attacks; and power or other failure affecting our premises or systems. Our performance is deemed 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 reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

26 General

- 26.1 We will not undertake any assessment or provide any Service that is in conflict with any law in force, or any voluntary or mandatory code of practice or similar rules, regulations or codes.
- 26.2 We ask that we do not meet you or your child face to face if you or your child are experiencing symptoms of an infectious illness (e.g. Covid, influenza or a chest infection); online or telephone sessions can be arranged instead where you or your child are well enough.
- 26.3 If you have any questions regarding these Terms, please discuss them with us, either in a session or by contacting us.
- 26.4 These Terms are subject to the laws of England and Wales and the jurisdiction of the English Courts. As a consumer, you will benefit from any mandatory provisions of the law in your country of residence.

Acceptance and Consents

By signing below, you agree to the following:

☐ **Your Personal Information**

I agree that you can collect, store and use my child's personal and health information to provide therapy and assessment services.

This means we will keep notes about our sessions, your contact details, and any health information you or your child shares with us. We need this to provide your child with the best possible care. We will keep this information safe and only use it for your child's therapy and/or assessment. You can read more about how we protect yours and your child's information in our Privacy Policy.

☐ Sharing Information When Necessary

I agree that you can share my child's information with other professionals when needed for their care.

Sometimes we may need to share some of your child's information with:

- Other healthcare professionals (like associates, your GP, if you agree)
- Our clinical supervisors (who help us provide better care)
- Companies that help us run our practice (like our IT and hosting providers and, if you consent to AI use, Heidi Health Limited, which provides specialist AI note-taking assistance)
- Authorities if we're worried about your safety or someone else's safety

We will only share what's necessary and everyone we share with must also keep your child's information confidential.

☐ Information Processed Outside the UK

I understand that my child's information is stored in the UK, and there may be some legacy encrypted storage in the EU. Some of the systems we use, such as Microsoft 365 for email, calendars and video calls, are provided by companies based outside the UK. Although our main systems are hosted in the UK, our providers may occasionally access or process data from other countries, for example to provide technical support. Where this happens, it is kept to the minimum necessary and remains protected under UK data protection law.

☐ Artificial Intelligence Tools

I consent to the use of AI tools in my child's care (as specified in section 17) and understand how my child's data may be processed by these systems.

I understand I can request further information about AI use in my child's case at any time.

☐ For Parents/Carers (Only tick if your child is under 16)

I give permission for my child's information to be collected and used as described above.

As a parent/carers, I understand that my child's therapy/assessment information will be kept confidential, but I can discuss their care with the therapist/assessor when appropriate. If my child is over 13, they may also be asked for their own consent.

☐ Starting work during the 14-day cancellation period

I understand that I normally have 14 days to change my mind and cancel (my "cooling-off period"). I request and consent to Palmer & Palmer Psychology Services Ltd beginning work on my instruction during this 14-day period, including the onboarding work covered by the £300 deposit (such as file set-up, administration, contacting schools and other professionals, and initial consultation and questionnaires).

I understand that if I cancel within the 14-day period after work has begun, I will still have to pay for the services already provided up to the point I cancel, and that the £300 deposit (and any further work carried out) may not be refundable to that extent. Any refund due will be the balance after deducting the cost of work already done and any bank or other charges that cannot be recovered.

By signing below, I confirm that:

- **I have read and understood these Terms and Conditions**
- **I consent to receiving the assessment/therapy services discussed**
- **I agree to follow the appointment and payment policies**
- **I give my consent for the points I have ticked above**
- **I have parental responsibility for my child and, so far as I am aware, no court order or other restriction prevents me from instructing you on my own (or I have given details of it below)**
- **I understand I can ask questions about anything I'm not sure about**

Your Signature: _____ Date: _____

Your Full Name: _____

If signing for a child, child's name: _____

Other Parents/Carers (Optional)

Please give details of anyone else with parental responsibility for your child, and tell us about any court order or other restriction we should know about. Where appropriate and lawful, and subject to our professional judgement and safeguarding obligations, we may offer them their own secure portal access.

Full Name(s): _____ Email(s): _____

Notes:

Questions? If you're unsure about anything, please ask us before signing. We want you to feel comfortable with these arrangements.

Your Rights: You can change your mind about most of these consents later (though this might affect our ability to provide services). You can also ask to see what information we hold about you at any time.

Thank you for reading and completing this form.