

## **Peak and Dales CBT Service Website Terms and Conditions of Use.**

Welcome to Peak and Dales Service Web Site (["http://www.peakanddalescbtpsychologicalservice.co.uk/"](http://www.peakanddalescbtpsychologicalservice.co.uk/)). Please read carefully our Terms of Business which governs your use of our Web Site. By using this Site, you are agreeing to them.

### **Copyright & Trademark**

This Site is owned and operated by Peak and Dales CBT Service. The material contained on this Web Site, including all design, text, graphics, selection and arrangement of content and all other information on this Site are copyright of Peak and Dales Service or its licensees, content providers or technology providers. All rights reserved. Permission is granted to copy, print and distribute in hard copy sections of this Site for the purpose of browsing or for contacting <http://www.peakanddalescbtpsychologicalservice.co.uk/>. Any unauthorised use of the material on this site without the prior permission of Peak and Dales CBT Services may violate copyright, trademark and other applicable laws. Peak and Dales CBT Services respects all relevant trademarks which are marked accordingly.

### **Contract Formation**

No contract shall subsist between you and Peak and Dales CBT Services for the sale by it to you of any service unless and until Peak and Dales CBT Services accepts your order by sending you an invoice. Your order confirmation is for your convenience only and does not constitute an acceptance of your order. That acceptance will be deemed complete and will be deemed for all purposes to have been effectively communicated to you at the time Peak and Dales CBT Services sends the email to you (whether or not you receive that email).

### **Delivery**

We aim to send your email response within 4 working days. Peak and Dales CBT Service take no responsibility for your email not reaching your inbox. Please make sure that Peak and Dales CBT Services is in your contact list, as sometimes your response email is not accepted by your server and will not reach your inbox.

### **Reservation and Cancellation**

#### **Consumer rights**

You may cancel an appointment within seven working days (beginning on the day after you receive an email from us confirming your appointment date). In this case, you will receive a full refund of the price paid for the appointment in accordance with our refunds policy (set out below).

If you cancel your appointment after the seven working day cancellation period (beginning on the day after you receive an email from us confirming your appointment date) you will be entitled to a refund less any administration or payment processing fee incurred by us.

If your appointment date is within seven working days, (beginning on the day after you receive an email from us confirming your appointment date) and you do not give us more than 24 hours notice (one working day) of the cancellation of your appointment you will have no right to cancel your appointment or to receive any refund of the price paid.

### **Our refund policy**

If you cancel your appointment within the seven-day cooling-off period, we will process the full refund due to you as soon as possible and, in any case, within 30 days of the day you gave notice of cancellation.

If you cancel your appointment after the seven-day cooling-off period, you will be entitled to a refund minus any administration or payment processing fee incurred by us.

We will usually refund any money received from you using the same method originally used by you to pay for your appointment

If you fail to give us 24 hours notice (one working day) of the cancellation of an appointment you will incur the full cost of the booked appointment.

### **Confidentiality policy and Data Protection**

1. Except as set out in 2 and 3 below all information provided by you in relation to our consulting service is confidential to Peak and Dales CBT Services, including whether you are or have been a Peak and Dales CBT Services client.

2. You expressly consent to us transferring information in the following circumstances:

- Where I am legally compelled to do so.
- Where I have reason to believe that someone, especially a child, is at risk of harm.
- Where there is a duty to the public to disclose.
- Where disclosure is permitted by law and required to protect our interest.
- Where disclosure is made at your request or with your consent.

3. In addition, when you expressly consent, I may transfer information when I consult with other professionals.

4. You expressly consent to Peak and Dales CBT Services using your personal and sensitive data, in accordance with the Data Protection Act 1998, for the purposes of delivering counselling or other services to you, and for managing and quality assuring those services.

5. You expressly consent to Peak and Dales CBT Services using the information in your sessions to improve its services.

### **Other information of which you need to be aware**

1. I may not necessarily keep a copy of these Terms and Conditions and your order.

We advise you to print a copy of them for your information in the future.

2. Any contract between us shall be governed by English law and the courts of England and Wales shall have non-exclusive jurisdiction over any dispute. All dealings, correspondence and contact between us shall be made or conducted in the English language.

3. Although I have taken steps to ensure that any emails or attachments sent to you in connection with our consulting services, are virus-free we advise that in keeping with good computing practice, you ensure that they are actually virus-free.

Please note:

Our services is not appropriate for people with mental health problems, as we cannot provide the level or continuity of care necessary.