PTHEY LTD TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply to provision to a client and a patient of any Services (as **"Services"** is defined in Clause 1 below) by us, namely PTHEY LTD of Red Lion Court, Anlaby, HU10 7DA **OR** [a company registered in the United kingdom under number 12274444 whose registered office is at Lloyd Dowson, Medina House, Bridlington and

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Patient"	means the patient (which is either the Client or the child in the Client's care) that is to be the subject of consultation and/or treatment by us;
"Business"	means any business, trade, craft, or profession carried on by You or any other person/organisation;
"**Consumer"**	means a **"Consumer"** as defined by the Consumer Rights Act 2015, that is to say an individual who receives any of the Services for his/her personal use for the Patient that requires such Services and for purposes wholly or mainly outside the purposes of any Business;
"Price List"	means our standard price list for all of the Services which We offer which is available from our offices
"Regulations"	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
"Services"	means any psychologist services including supply of any other services, treatments, and other materials, and other items provided or used in the course of Our normal business;
"Us/We/Our"	means PTHEY LTD whose place of business and contact address is the same address as above and reference to Us/We/Our shall include reference to any and all staff; and
"You/Your/Client"	means an individual who is a client of PTHEY LTD

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "These Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time; and

1.2.2 A Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;

1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;

1.4 Words signifying the singular number shall include the plural and vice versa; and

1.5 References to any gender shall include the other gender.

2. Consultations and Appointments

2.1 Consultations and treatments shall be by appointment only;

2.2 If You know You are going to be late for an appointment, You should contact Us to tell Us. If You arrive later than 20 minutes after an appointment time, We will try to provide the Services You have booked but if We decide that We cannot, the appointment will be treated as cancelled without notice by You and, if We then decide to make a charge for that appointment cancelled without notice, sub-Clause 2.5 below will apply;

2.3 You may cancel an appointment without charge if You give Us at least 48 hours prior notice of the cancellation and if You do so We will refund to You any sum (including, but not limited to any deposit) You paid in advance;

2.4 If You do not give Us at least 48 hours prior notice of cancellation of an appointment, We will be entitled to charge for the appointment. We will be entitled to deduct that charge from any sum (including, but not limited to any deposit) You paid in advance, and We shall refund the balance to You;

2.5 If, due to exceptional circumstances, including, but not limited to, hospital admission, bad weather, bereavement, You cancel an appointment without giving Us at least 48 hours prior notice, We will consider the circumstances and in our discretion decide whether to waive any charge for late cancellation that We are entitled to make under sub-Clauses 2.3 and 2.5;

2.6 We may cancel an appointment booked by You at any time before the time and date of that appointment in the following circumstances:

2.6.1 The required personnel and/or required materials necessary for the provision of the Services are not available; or

2.6.2 An event outside of Our reasonable control occurs.

If We cancel an appointment in such circumstances We will refund to You in full any deposit or other advance payment that You have made to Us for that appointment;

2.10 We will use all reasonable endeavours to start the Services at the appointment time which You have booked but the start may be delayed by overrun of a previous appointment or by other circumstances. If a delay to the start is at least 30 minutes, or at any time before or after You arrive for an appointment We notify You that there will be a delay of at least that time, You may cancel the appointment and We will refund to You in full any deposit or other advance payment that You have made to Us for that appointment; and

2.11 Where the contract We make with You is not made on Our premises, the Regulations give You the rights set out in this sub-Clause 2.11, and they will be in addition to the rights given to You by the above provisions of this Clause 2. You may for any reason cancel an appointment for any Services during the 14 day period after We accept the booking for those Services but if the appointment is on a date which is before the end of that period and if You have expressly requested Us to provide Services at that appointment and We do so, You may not cancel that appointment and You must pay for it in accordance with Clause 3. If You request that Your appointment be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this Sub-

clause 2.11, and You have already made any payment(s) to Us for the appointment, We will refund the payment(s) to You within 14 days of receiving Your cancellation.

3. Fees and Payment

3.1 You must pay for all Services in accordance with Our Price List upon completion of provision of those Services;

3.2 We shall invoice You for all sums due at the end of a consultation.

3.3 Payment should generally be made immediately subject to other terms agreed between You and Us from time to time;

3.4 You may pay Us for Services (and for any deposit or other advance payment on account of that payment) using any of the following methods:

3.4.1 Card Payment

3.4.2 BACS and

3.4.3 Cash.

3.5 In cases where treatment is being covered by a health insurance policy, it shall be Your responsibility to pay all sums due to Us and to reclaim such sums from the insurance provider.

3.6 All prices of Services shown in the Price List are inclusive of VAT. All fees due shall be invoiced including VAT; and

3.7 We may alter Our prices without prior notice but if the price of any Services increases between the time when You book an appointment and the date of the appointment, the price increase will not apply to Your appointment for those Services on that date.

4. Treatment

4.1 You confirm that, in connection with any appointment or receipt of any Services from Us or Your request for the same, You are and will be a “Consumer” as defined in Clause 1 above;

4.2 We will provide all treatment in accordance with all relevant laws, rules and regulations

4.3 We will not undertake any procedure that is in conflict with any law in force, any voluntary or mandatory code of practice, or any similar rules, regulations or codes; and

5. Patient Health Insurance

5.1 We are not a party to any contract between You and an insurance provider.

5.2 Please note that some insurance companies will not pay for any missed/cancelled appointments, and in such circumstances, you will be fully liable to pay the full costs to us for the missed treatment (in accordance with Clause 2 above). You should check your health insurance policy to ensure you know when they will and will not cover your costs.

6. Limitation of Liability

8.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious

consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable;

8.2 We provide or sell all Services only for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide or sell are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;

8.3 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation; and

8.4 Furthermore, if you are a "consumer" as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or 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:

8.4.1 the Consumer Rights Act 2015;

8.4.2 the Regulations;

8.4.3 the Consumer Protection Act 1987;

8.4.4 any other consumer protection legislation; or

as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

7. How We Use Your/the Patient's Personal Information (Data Protection)

We will only use Your personal information as set out in Our Privacy Policy on our website and in accordance with the Privacy Notice set out on the forms used to collect health data about you and/or the Patient.

8. Confidentiality

8.1 The information discussed in our consultations and appointments with you are of a confidential nature. We provide a safe place in which you can share your feelings and thoughts with us.

8.2 We will ensure that any confidential information you and/or the Patient disclose to us shall not disclosed to any person except as permitted in Clause 8.3.

8.3 We may disclose confidential information relating to you and/or the Patient: (i) to our employees or advisers who need to know such information for the purposes of carrying out our services to you; (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and (iii) if we believe that you are at risk of harming yourself or others, in which case we are entitled to report this to the relevant organisation.

8.4 We shall not use your confidential information for any purpose other than to perform our obligations under these Terms and Conditions.

8.5 We shall ensure that any person to whom we disclose your confidential information to in clause 8.3 comply with this Clause 8.

9. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your request to make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

10. Information

As required by the Regulations:

11.1 all of the information described in Clause 9; and
11.2 any other information which We give to You about any Services or Us which You take into account when deciding to make a booking or when making any other decision about the Services;

will be part of the terms of Our contract with You as a Consumer.

11. Complaints and Standards

We always welcome feedback from our clients and, whilst We shall use all reasonable endeavours to provide a high standard of service, care and treatment to all Clients and Patients, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our Services or any other complaint about PTEHY LTD please raise the matter with our DIRECTOR who can be contacted at *info@psychology-hull.co.uk* or via post to our offices in Anlaby. Changes to Terms and Conditions
We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

12. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

13. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

14. Law and Jurisdiction

14.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

14.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 15.1 above takes away or reduces your rights as a consumer to rely on those provisions.

14.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.