

## Joanne Mander Online Relationship Counselling – Terms and Conditions

These Terms and Conditions are the standard terms that apply to all Services provided by Joanne Mander trading as Joanne Mander Online Relationship Counselling, of 128 Neale Avenue Kettering, Northants, NN16 9HD (“the Counsellor/we/us/our”).

### 1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:  
“**Client/you/your**” means the individual entering into the Contract with us;  
“**Contract**” means the legally binding agreement formed as detailed in clause 2 for our provision of the Services, which will incorporate and be subject to these Terms and Conditions;  
“**Online Agreement**” means the document you will be required to complete prior to booking a Session;  
“**Services**” means the counselling Sessions to be carried out by us as detailed on our Website;  
“**Session**” means the online counselling session(s) we will provide;  
“**Website**” means [www.joannemander.co.uk](http://www.joannemander.co.uk).
- 1.2 The headings in these Terms and Conditions are for convenience only and will not affect their interpretation. Words imparting the singular include the plural and vice-versa. Any reference to “writing” and “written” includes communication by email. Any reference to a statute includes a reference to that statute as may be amended or re-enacted at the relevant time.

### 2. The Contract

- 2.1 These Terms and Conditions govern all Services provided by us and will form the basis of the Contract between you and us. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.
- 2.2 If you wish to make a booking with us, please contact us using the contact details on our Website. You will be required to fill in an Online Agreement before any Session can be arranged. Our Online Agreement will request you send details about your medical history, GP details, address and contact information, together with the contact details of a trusted person.
- 2.3 Once our Online Agreement has been completed and returned, we will agree a date for the Session(s). This date will be automatically cancelled if we do not receive payment in full for the relevant Session as set out in clauses 4 and 5.
- 2.4 Your booking constitutes an offer to us, which is subject to our acceptance. We will indicate our acceptance by sending you an email to confirm that the booking has been successfully agreed. The Contract between you and us, which will include these Terms and Conditions, will only be formed when we send you the email confirmation.
- 2.5 No other terms or conditions referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless we agree otherwise in writing.
- 2.6 You are responsible for the accuracy of any information you submit to us and for ensuring that the Services we agree to provide reflect your requirements. In particular, you must ensure that the information you provide in the Online Agreement is accurate, complete and up-to-date, as this will have an impact on the advice we give to you during the Session(s).

### 3. Services

- 3.1 When making your booking, you will need to commit to weekly Sessions for the first six weeks.
- 3.2 All Sessions will be provided remotely via video conferencing software such as Zoom. You will need to ensure you are able to access such software and we cannot be held responsible for any issues related to the use of the software or any actions or inactions of this third party.
- 3.3 We may provide you with tasks to carry out prior to the next agreed Session. It is your responsibility to carry out such tasks and you should be aware that you may not receive the maximum benefit from our Services if you fail to do so.

- 3.4 For group Sessions, we require a minimum of 4 participants, up to a maximum of 8 participants. If there are more or fewer participants booked onto a Session, we will cancel this in accordance with clause 5.6. You must notify us immediately if you know, or are aware of, any other group participant. All information discussed during the Sessions is strictly confidential and must not be shared outside of the group in any way or for any purpose, including on social media.

- 3.5 We will ask you to provide contact details for a trusted person and your GP when you complete the Online Agreement. Please note we will only contact these third parties once we have discussed this with you first and if we reasonably believe you are at risk of harm to yourself or others.

### 4. Fees and Payment

- 4.1 You will be asked to make payment in full for each Session, by bank transfer and in pounds sterling, no less than 48 hours prior to the Session, unless we agree otherwise in writing. If payment is not received within this time, the Session will automatically be cancelled.
- 4.2 All prices quoted are inclusive of VAT, where applicable.
- 4.3 Time for payment is of the essence of the Contract. If we have agreed that you can make payment in arrears and if you then fail to make payment to us in full by the due date then, without affecting any other rights which we may have, we will have the right to suspend the Services and charge you interest from the due date until payment is made in full, both before and after judgment, at the rate of 4% per annum above the Bank of England base rate from time to time in force, together with any costs we incur in attempting to recover the outstanding debt.

### 5. Cancellations

- 5.1 If you are a consumer (as defined in the Consumer Rights Act 2015), you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund. This period begins once your booking has been confirmed (i.e. when the Contract between you and us is formed as set out in clause 2) and ends 14 calendar days after this date. If you wish to exercise your right to cancel under this clause 5, you may inform us by telephone or email. Cancellation is effective from the date on which you send us your message that you wish to cancel.
- 5.2 If you wish for us to start providing our Services within the 14 day cooling off period, you will need to make an express request for us to do so. By making this express request, you acknowledge and agree that you will lose your right to cancel any Session that has been confirmed, subject to the remainder of this clause 5.
- 5.3 If you wish to cancel or rearrange a Session, you may do so at any time by giving us no less than 48 hours’ written notice before the Session is due to commence. Provided we receive this notice, we will refund the Session fee if this has been paid in advance.
- 5.4 If you provide us with less than 48 hours’ notice to cancel or rearrange a Session, then you will not be refunded for that Session (subject to clauses 5.1 and 5.2).
- 5.5 We reserve the right to cancel any Session where you are over 15 minutes late and you will not be refunded for that Session (subject to clauses 5.1 and 5.2).
- 5.6 We reserve the right to cancel any Session at our discretion and will refund any payment for that Session made in advance.
- 5.7 Any refunds due will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform us that you wish to cancel, using the same method you used to pay us.

### 6. Termination

- 6.1 Either we or you have the right to terminate the Services immediately if the other party:
- 6.1.1 has committed a material breach of this Contract, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other party

has failed to remedy the breach within 14 days after a written notice to do so; or

6.1.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

6.2 Any and all obligations of the parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract will survive termination under this clause 6 on a pro-rata basis.

## **7. Liability and Indemnity**

7.1 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 the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

7.2 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.

7.3 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees or sub-contractors); or for fraud or fraudulent misrepresentation.

7.4 We will provide you with information and advice in connection with the Services. However, our Services are not a substitute for professional help and advice and we recommend seeking appropriate support where necessary. We cannot be held responsible for any actions, or lack of actions, you may take as a result of our advice.

7.5 If, at any time, we believe that you would benefit from a different form of support, we will let you know and may make recommendations. You are under no obligation to accept these suggestions but if you decide to, you will need to ensure the relevant support service is suitable for your needs. A separate contractual relationship will be created between you and this third party.

7.6 Nothing in these Terms and Conditions seeks to exclude or limit any of your rights as a Consumer. More information can be obtained from your local Citizens' Advice Bureau or Trading Standards Office.

**8. Intellectual Property:** Subject to a written agreement to the contrary, we reserve all intellectual property rights which may subsist in the content included on our Website and in our documentation. You must not reproduce, modify, copy, distribute or use any content for any commercial purposes without our written permission. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.

**9. Confidentiality:** Both we and you agree not to use the confidential information provided by the other, except to perform our respective obligations under the Contract. Both we and you agree to maintain the confidential information's confidentiality and except as set out in these Terms and Conditions, will not disclose it to any third party, unless required by law or unless so authorised to do so by the other party in writing.

**10. Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, subsidence, acts of terrorism or war, governmental action, other natural disaster, or any other event that is beyond our control.

## **11. Data Protection**

11.1 All personal information that we may process will be collected, used and held in accordance with the provisions of the General Data Protection Regulation 2016 ("GDPR"), the Data Protection Act 2018 and any subsequent amendments to them.

11.2 For more information on our processing of personal data, please refer to our privacy policy, available on our Website.

11.3 You agree that you will also comply with the GDPR at all times. In particular, if you are passing us or allowing us access to the personal data of any third party, you warrant that you have obtained permission from those third parties for us to access their data. We will only use it to perform our obligations under the Contract and will not use it for any other purpose.

## **12. Other Important Terms**

12.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if, for example, we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.

12.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract) without our express written permission.

12.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

12.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions and the remainder will be valid and enforceable.

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

**13. Notices:** Notices will be deemed to have been duly received and properly served 24 hours after an email is sent or three working days after the posting of any letter. Any notices that are sent regarding rearranging or cancelling a Session must only be sent via email. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that the email was sent to the specified email address of the addressee.

## **14. Law and Jurisdiction**

14.1 These Terms and Conditions and the Contract between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.

14.2 Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.