

## ST. GILES CLINIC

### KEY TERM SUMMARY OF FULL TERMS FOR THE SUPPLY OF TREATMENT SERVICES

*Please note that this key term summary ("Summary") is provided only for your ease of reference and is not St Giles Clinic's Full Terms for the Supply of Treatment Services ("Full Terms") which form part of St Giles Clinic's contract with you and a copy of which is displayed on our website and is attached to this Summary. In the event of any discrepancy arising between this Summary and our Full Terms, our Full Terms will always prevail.*

#### Instruction Confirmation

1. Any written or oral enquiry received by us from you will be an invitation for us to send you this Summary, our Full Terms and an appointment letter and, unless we decline your invitation before the earlier of one of the following occurs, we will accept your invitation to provide services to you on the earlier of:
  - the date that you return to us a signed and dated set of our Full Terms; or
  - the date within 14 days of the date that we send to you this Summary, our Full Terms and appointment letter

#### Fees and Payment

2. Unless agreed otherwise in writing, the fees for therapy consultations charged by St Giles Clinic are:
  - Clinical Psychologist - £105 per hour
  - Cognitive Behaviour Therapist - £85 per hour
  - Counsellor - £60 per hour
  - Couples Counselling - £75 per hour
3. Any additional expenses incurred by St Giles Clinic as a result of your cancellation of the services will be charged to you at a rate of £55 per hour in addition to any hourly fees incurred up to and including the time of cancellation.
4. St Giles Clinic will invoice clients at the end of the month in which the services are provided and all invoices are payable within **14 days**. Interest may be charged on sums which remain unpaid 30 days after the date of the invoice and St Giles Clinic reserves the right to cancel the contract or suspend the supply of services until the invoice amount and any additional charges are paid in full.
5. St Giles Clinic has the right to request that a deposit is paid in advance of the provision of services. Any amount paid as a deposit will be applied against the balance of the subsequent invoice(s) for the balance of the fees.

#### St Giles Clinic's Performance of Services

6. St Giles Clinic aims to provide the services within 12 to 14 weeks of the date on which we accept your invitation to provide services to you. However, we make no guarantee that the service will actually be provided within this time frame and accept no liability for any delay arising from any causes beyond our control.

#### Your Right of Cancellation and Cancellation Charges

7. Any deposit sum remaining after payment of the fees and the cancellation fees will be returned to you.
8. No charge will be made for cancellations made in writing or by telephone and received by St Giles Clinic more than 48 hours before the service is due to be provided.
9. The full fee will remain payable in the event that an appointment is missed or less than 24 hours notice of cancellation is given.
10. Half of the fee will remain payable in the event that an appointment is cancelled between 24 and 48 hours prior to the appointment date.

#### St Giles Clinic's Right of Cancellation

11. St Giles Clinic may cancel any services on giving 14 days written notice and will provide a full refund of any monies paid in advance for cancelled services within 7 days of the expiry of the 14 day notice period.

#### General

12. All services will be performed with reasonable skill and care and in accordance with any relevant professional and regulatory codes.
13. By making an enquiry for St Giles Clinic's services, you agree to our use of your data to provide the services.
14. No oral agreements which differ in any respect from St Giles Clinic's Full Terms will be binding on us and should not be relied on. Any variation of or addition to St Giles Clinic's Full Terms will only be effective when confirmed in writing by us.
15. St Giles Clinic may provide the services ourselves or through our staff and/or any third parties.
16. Any disputes arising under any contract will be governed by English law and the English Courts.

**1. DEFINITIONS:**

- 1.1 **Conditions** these standard terms including any special terms agreed in writing between the Client and SGC
- 1.2 **Contract** the contract for the provision of the Services
- 1.3 **Client** the person/organisation receiving these Conditions whose request for the Services is accepted by SGC
- 1.4 **Deposit** any deposit requested in advance of provision of the Services
- 1.5 **Fee(s)** the fees (including any Deposit if appropriate) always calculated in accordance with SGC's per hour session rates (i.e., Clinical Psychologist - £105; Cognitive Behavioural Therapist - £85; Counsellor - £50). Any specific Service related to the preparation of any report for and/or written or oral communication with any third party (including without limitation an insurance provider) is charged at one or more of the three hourly rates (as stated above) of the particular therapist(s) engaged. Any additional expenses incurred as a result of the Client's cancellation in accordance with clauses 7.1 to 7.3 inclusive below are chargeable at £55 per hour and with all fees excluding any applicable duty or tax payable in addition. The Services are VAT exempt.
- 1.6 **Instruction Confirmation** SGC's acceptance of Instruction Enquiry by commencement of provision of the Services on the earlier of the Client's return to SGC of a signed and dated set of Conditions or the date within fourteen (14) days of the date on which SGC sends a set of Conditions to the Client
- 1.7 **Instruction Enquiry** any written or oral enquiry for Services received by SGC inviting SGC to forward the Conditions and appointment letter and offer its Services to a prospective Client
- 1.8 **SGC** Norpsych Limited (Registered Office: 102 Prince Of Wales Road Norwich Norfolk NR1 1NY; Company No. 06507210) t/a The St Giles Clinic the provider of the Services including its employees sub-contractors agents or otherwise
- 1.9 **Service(s)** the provision of therapy any other related services or activities which SGC is to carry out under these Conditions.

**2. CONDITIONS APPLICABLE:**

- 2.1 SGC shall supply the Services under terms agreed in writing with the Client subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions
- 2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representative of SGC and the Client
- 2.3 Any representations made by any of SGC's employees sub-contractors agents or otherwise concerning the Services shall not be incorporated into the Contract unless confirmed by SGC in writing and in entering into the Contract the Client acknowledges that it does not rely on and waives any claim for breach of such representations which are not so confirmed
- 2.4 Any typographical clerical or other error or omission in any website sales literature Instruction Enquiry Instruction list acceptance of offer invoice or other documentation or information that may be issued by SGC shall be subject to correction without any liability on the part of SGC unless such correction shall fundamentally alter the Client's rights under the Contract to the Client's disadvantage in which case the Client shall be entitled to cancel the Contract without any liability

**3. INSTRUCTIONS:**

- 3.1 The Services to be supplied will be as defined above
- 3.2 Each Instruction Enquiry will be deemed an offer by the Client to buy Services from SGC upon these Conditions. Subject always to clause 3.3 below:-
- (a) No Instruction Enquiry shall be deemed to be accepted by SGC until the expiry of the Instruction Confirmation period; and
- (b) Save as otherwise provided for in the Conditions, SGC will have no obligation to supply the Client with the Services and the Contract will not be formed until the expiry of the Instruction Confirmation period. SGC will assume, and it is the Client's responsibility to ensure, that the terms of the Client's Instruction Enquiry are complete and accurate at the date of Instruction Enquiry.
- 3.3 Any Instruction Enquiry may be declined by SGC at any time prior to expiry of the Instruction Confirmation period (ie, the earlier of the Client's return to SGC of a signed and dated set of Conditions or the expiry of fourteen (14) days from the date on which SGC sends a set of Conditions to the Client)

**4. FEE AND PAYMENT:**

- 4.1 Except as otherwise agreed in writing between SGC and the Client and without prejudice to any other right or remedy available to it SGC shall be entitled to invoice the Client for:-
- (a) the Fee at the rate prevailing on the date of SGC's invoice (or instalments thereof by way of interim invoices) on a monthly basis for the amount of Fees incurred in that month; and

- (b) any Deposit at the rate prevailing on the date of SGC's deposit invoice before on or at any time after expiry of the Instruction Confirmation period.
- 4.2 The Client shall pay SGC's invoices as may be rendered from time to time either on receipt of the said invoice or at the latest within thirty (14) days of the said invoice ("**Due Date**")
- 4.3 Any Deposit paid by the Client to SGC will be applied in full against the Fees in accordance with clause 7.1 below
- 4.4 No payment will be deemed to have been made until SGC is in receipt of cleared funds.
- 4.5 If SGC has agreed with the Client that any payment due to SGC will be settled by a third party (including but not limited to an insurance company) and such third party makes payment directly to the Client, the Client will hold the payment as SGC's agent and will pay it to SGC in full immediately without any deduction whatsoever. For the avoidance of doubt the Client shall remain liable at all times for payment of the Fees in accordance with clause 10.8 below.
- 4.6 If the Client fails to make payment on the Due Date then without prejudice to any other right or remedy available to it SGC shall be entitled to:-
- (a) cancel the Contract and/or suspend the supply of any further Services to the Client until full payment together with any interest is received by SGC; and
- (b) charge the Client interest (before and after any judgment) on the amount unpaid at the rate of three per cent (3%) per annum above the Bank of England base rate from time to time until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest);
- 4.7 At any time before or during the supply of the Services as soon as it becomes aware of the same SGC shall give written notice to the Client of any increase in the cost to SGC necessitating an increase in the Fee which is a result of any delay caused by any instructions of the Client or failure of the Client to give SGC adequate information or instructions or failure to comply with the requirements referred to in the Conditions

**5. PERFORMANCE**

- 5.1 Any time scales quoted for performance of the Services are approximate only and We shall not be liable for any reasonable delay in performance or delay arising from causes beyond our control (including without limitation volume of existing Client engagements) or for any delay arising from any failure by the Client to give adequate instructions or any other default by the Client
- 5.2 Subject always to the Client's compliance with the provisions of the Conditions and as otherwise provided, in accordance with clause 5.1 above SGC will aim (but without obligation) to provide the Services (or any part thereof) within twelve (12) to fourteen (14) weeks of (unless SGC indicates otherwise before) the date of the expiry of the Instruction Confirmation period
- 5.3 Unless otherwise agreed in writing the place for the performance of the Services shall be at SGC's premises.
- 5.4 SGC may make any changes to the provision of the Services which are required to conform to any applicable safety or other statutory and/or regulatory obligations and codes of ethics and conduct requirements but which do not materially affect the supply of the Services.
- 5.5 Any applicable duty or tax incurred by SGC whilst supplying the Services to the Client is payable in addition to the Fee.

**6. WARRANTIES AND LIABILITIES:**

- 6.1 Subject as otherwise stated in these Conditions SGC warrants that the Services will be performed with reasonable skill and care and in accordance with the Contract and in accordance with any professional and regulatory obligations and codes of ethics and conduct applicable to SGC's provision of the Services
- 6.2 SGC warrants that it holds professional indemnity insurance sufficient in cover and financial scope to accord with any professional and regulatory obligations and codes of ethics and conduct applicable to SGC's provision of the Services
- 6.3 SGC does not warrant that any report(s) forming any part or all of the Services will be favourable to or will in any way assist the Client
- 6.4 SGC shall not be liable for any defects injury loss or damage resulting from the Client's negligence or negligence or mal-practice on the part of others (excepting SGC's agents, sub-Contractors or employees) except that nothing in these Conditions is intended to nor shall it limit any liability on SGC's part in respect of death or personal injury caused by SGC's negligence
- 6.5 SGC's liability (except as provided above) for any delay in performing or any failure to perform any of its obligations in relation to the Services shall be limited to the excess (if any) of the cost to the Client in the cheapest available market for similar services over the Fee to replace those services not performed
- 6.6 If either the Client or SGC are in breach of the arrangements under this Contract neither of us will be responsible for any losses that the other

suffers except those losses which are a foreseeable consequence of the breach

#### **7. CANCELLATION:**

- 7.1 The Client shall be entitled to cancel the Contract or any part of the Services on giving SGC notice in writing in accordance with the time limits and subject to paying to SGC such cancellation Fee specified below. In such circumstances any Deposit received by SGC and returnable to the Client on cancellation will be reduced (partially or entirely) by the cancellation Fees set out below.
- 7.2 Notwithstanding expiry of the Instruction Confirmation period the Contract may be cancelled by the Client without incurring any Fee provided that the Client gives SGC in excess of forty eight (48) hours prior notice of cancellation. Otherwise, the Contract may not be cancelled by the Client after expiry of the Instruction Confirmation period save on the following terms:-
- (a) where the Client fails to attend an appointment with SGS without notification or the Client contacts SGC and cancels the appointment **less than twenty four (24) hours before the appointment date, then 100% of the Fee shall remain due and owing;**
  - (b) where the Client contacts SGC and cancels the appointment between **twenty four (24) and forty eight (48) hours before the appointment date, then 50% of the Fee shall remain due and owing;**
  - (c) in relation to **Fixed Fee instructions only**, where the Client contacts SGC and **cancels the appointment seven (7) days or less before the booked date, then 100% of the Fee shall remain due and owing;**
  - (d) in relation to **Fixed Fee instructions only**, where the Client contacts SGC and **cancels the appointment between eight (8) and fourteen (14) days before the booked date, then 50% of the Fee shall remain due and owing.**
- 7.3 On giving written notice to the Client and without prejudice to any other right or remedy available to SGC it shall be entitled to cancel the Contract or refuse to supply future Services or suspend (temporarily or indefinitely) any further supply under the Contract without incurring any liability to the Client (and where the Services have been supplied but not paid for the Services shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary) in the event that:-
- (a) the Client makes any voluntary arrangement with its creditors or a notice of intention to appoint an administrator is given by the Client or its directors or by a qualifying charge holder (as defined in paragraph 14 of Schedule B1 to the insolvency Act 1986) or (being an individual or a firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);
  - (b) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Client;
- 7.4 Without prejudice to clause 7.2 above and subject always to its compliance with its professional and regulatory obligations and codes of ethics and conduct SGC shall be entitled to cancel the Contract as it deems necessary on giving the Client fourteen (14) days' notice in writing. In such event SGC shall refund to the Client any sums received by it in connection with the Contract within seven (7) days of expiry of such notice

#### **8 DATA PROTECTION:**

- 8.1 By making an Instruction Enquiry the Client:-
- (a) consents to SGC's use of the Client's personal data and/or sensitive personal data (as defined by the Data Protection Act 1998 as amended from time to time) for the purpose of supplying Services (including passing details on to SGC's employees or agents or otherwise);

- 6.7 Where the Client is dealing as a consumer his/her statutory rights are not affected by these Conditions

- (b) consents to SGC's retention of the Client's details on its client database and sharing those details with any other companies in the same group from time to time and with identified third party (including without limitation HR, clinical, medical or legal) professionals for the purpose of supplying Services (including passing details on to SGC's employees or agents or otherwise);

- 8.2 SGC will not use the Client's personal data and/or sensitive personal data for purposes other than those set out in clauses 8.1(a) and (b) above without obtaining the Client's consent as required by law.

#### **9. GENERAL:**

- 9.1 SGC may perform any of its obligations or exercise any of its rights hereunder itself or through any of its employees or agents or sub-contractors
- 9.2 The headings in these Conditions are for convenience only and shall not affect their interpretation
- 9.3 No failure of SGC to exercise any power given to it or to insist upon the strict compliance by the Client with any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute any waiver of any of SGC's rights under this Agreement
- 9.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part that wholly or partially invalid or unenforceable provision shall be deemed severed from these Conditions but the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby and shall continue in full force and effect
- 9.5 The Client shall not assign dispose sub-contract or otherwise transfer any rights (including without limitation benefits) or obligations that it may have under the Contract to any third party without SGC's prior written consent (which may be withheld or delayed unreasonably). SGC may assign dispose of sub-contract or otherwise transfer any rights that it may have under the Contract
- 9.6 Except as otherwise provided nothing in this Contract shall confer on any third party any benefit or the right to enforce any term of this Contract
- 9.7 Any notice demand or communication in connection with the Contract will be in writing addressed to the recipient at the recipient's registered office (or equivalent) address or  
at such other address as may from time to time be notified in writing by the recipient to the sender at the recipient's address for service and will be duly served:
- (a) if delivered by hand, when left at the proper address for service;
  - (b) if given or made by first class post or special delivery post forty eight (48) hours after being posted
- 9.8 For the avoidance of doubt, no relationship of agency, partnership or employment shall exist between SGC and the Client and (without prejudice to the foregoing) the Client shall at all times remain directly liable (including without limitation for payment of Fees) to SGC under the Conditions
- 9.9 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and subject to the non-exclusive jurisdiction of the English courts
- 9.10 If any dispute arises in connection with any Contract the parties may attempt (but without obligation) to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties the Mediator will be nominated by CEDR