

TERMS OF SALE OF ONLINE COUNSELLING OR THERAPY SESSIONS

BACKGROUND:

- (A) These Terms of Sale together with the attachment below and any and all other documents referred to in this document set out the terms and conditions on which Paid Content, access to Our Site and any other services sold by Us to Consumers through Our Site (collectively, the "Services") will be provided to You.
- (B) Terms and information that are set out in the attachment below (including the attachment below) presented by a [Counsellor/Therapist] (the "Provider") from or via Our Site using the [Zoom cloud-based web conferencing service/insert description of other online service delivery method/s] (the "Service") are set out in the attachment below for ease of reference but they shall nevertheless apply to You as if set out in these Terms of Sale.
- (C) Please read these Terms of Sale and the attachment below carefully and ensure that You understand them before You purchase a Subscription. If You have any query about anything in these Terms of Sale or the attachment below, please contact Us to discuss. **When setting up an Account, you will be required to read, accept and agree to these Terms of Sale and the attachment below. If you order any Subscription, You will be bound by these Terms of Sale and the attachment below.** You will not be able to purchase a Subscription if You do not accept these Terms of Sale. You will not be able to purchase a Subscription if You do not accept the attachment below.
- (D) All of the information that You are required to provide to Us as a Consumer whether or not You are required to provide it to Us is set out in the attachment below:
- (i) are required by law to provide to Us;
 - (ii) voluntarily give to You in order to purchase a Subscription or when You purchase a Subscription.
- We give You some of that information in the attachment below and some of it is set out in these Terms of Sale.
- (E) Paid Content is intended for use by You and only a person of that age as set out in the attachment below.
- (F) These Terms of Sale, as well as the attachment below, are in the English language only.
- (G) These Terms of Sale apply to You and the attachment below. The terms of use of Our Site are separate to these Terms of Sale and are set out in the attachment below under the heading "Website Terms of Use".

1. Definitions and Interpretation

- 1.1 In these Terms of Sale and the attachment below, the following expressions have the following meanings:

"Account"

refers to an account referred to in sub-Clause 7.1, that You have created with Us in order to purchase any Services;

"Background Items"

means any and other information or materials that are provided as part of the [counselling][therapy] Service, of which information or materials is available as text/graphics;

“Consumer”

“Contract”

“Paid Content”

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al client who purchases any
r services comprising any Paid
o be received or used for their
for purposes wholly or mainly
s of any business, trade, craft or

between Us and You for the
ription for You to access any Paid
d in Clause 7;

(including text, graphics, images,
comprising any session of
], or any Background Items or
information which We offer. The
d Items and other information or
y Us through Our Site and made
[or] [via] Our Site] by means of

us livestream audio and/or video
oom, GoToMeeting, Skype for
ams), WebEx];

ream video and/or audio];
non downloadable video and/or

er viewable text, graphics or other
er items or information, including

re more fully described in other
give or make available to You
subscription. That information may
of any [Counsellor][Therapist]
ent on Our behalf but whether it
so, We may, if so We decide in
time and without notice substitute
lor][Therapist](s) who is suitably
nced;

“Subscription”

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on to Our Site purchased by You with the entitlement and access to comprises either:

specific single events or items;

series or collections of two or more or items; and/or

or all types of events or items via Our Site; and

and Items.

Information about the times and dates to (a), (b) and (c) before You Subscription (as to which, see sub-

will include access to the for the whole period of the they will all be accessible as soon as Subscription Confirmation;

ance and confirmation of Your ription;

number for Your Subscription;

llor][Therapist] who presents the r who interacts with You online f Paid Content;

“Subscription Confirmation”

“Subscription ID”

“[Therapist] [Counsellor]”

“We/Us/Our”

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business name>> [, a company and under <<insert company registered address is <<insert >> and whose main trading address address>>; and

er who sets up an Account and ions. and accesses and uses any

“You”

2. Information About Us

2.1 Our Site, <<insert business name>> [company number> address>> and who [Our VAT number is

owned and] operated by <<insert registered in England under <<insert address is <<insert registered s is] OR [of] <<insert address>>. .]

2.2 [We are regulated b

gulator(s)>>.]

2.3 [We are a member

sociation(s) etc.>>.]

2.4 [<<insert further info

3. Contacting Us

3.1 If You wish to con telephone at <<in address>>, or by po

estions, You may contact Us by >>, by email at <<insert email .

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3.2 For matters relating to your Subscription or Account, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

For matters relating to your Subscription or Account, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

3.3 For matters relating to our Terms and Conditions, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>. Please refer to the relevant Clauses above.

For matters relating to our Terms and Conditions, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>. Please refer to the relevant Clauses above.

3.4 To make a complaint, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

To make a complaint, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

4. Age Restriction and Consent

Only if a person is aged at least 18 years at the time they set up an Account or purchase a Subscription may they set up an Account and access Paid Content.

Only if a person is aged at least 18 years at the time they set up an Account and access Paid Content.

5. Business Clients

These Terms of Sale and Conditions do not apply to clients purchasing Subscriptions and accessing Paid Content in the course of any business trade, craft or profession carried on by the client.

These Terms of Sale and Conditions do not apply to clients purchasing Subscriptions and accessing Paid Content in the course of any business trade, craft or profession carried on by the client.

6. Subscriptions, Paid Content and Availability

6.1 [We make all reasonable endeavours to ensure that all descriptions of Subscriptions and Paid Content from Us correspond to the actual Subscriptions and Paid Content that you will receive. [Please note, however, that due to <<insert text>>, minor differences or discrepancies that may occur>>.]

6.1 We make all reasonable endeavours to ensure that all descriptions of Subscriptions and Paid Content from Us correspond to the actual Subscriptions and Paid Content that you will receive. [Please note, however, that due to <<insert text>>, minor differences or discrepancies that may occur>>.]

6.2 [Please note that We do not exclude Our responsibility for mistakes due to negligence or carelessness between the Paid Content and the actual Paid Content if Your Subscription is not correct.]

6.2 We do not exclude Our responsibility for mistakes due to negligence or carelessness between the Paid Content and the actual Paid Content if Your Subscription is not correct.]

6.3 We may from time to time change the price of any Subscription to be purchased or any subsequent renewal of a Subscription. We will inform You of any change in price at least <<insert text>> before the change is due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 13.1.

6.3 We may from time to time change the price of any Subscription to be purchased or any subsequent renewal of a Subscription. We will inform You of any change in price at least <<insert text>> before the change is due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 13.1.

6.4 Minor changes may be made to certain Paid Content, for example, to reflect changes in law and regulatory requirements, or to address technical or operational issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of the Paid Content. However, changes made that would affect Your use of the Paid Content will be provided to You.

6.4 Minor changes may be made to certain Paid Content, for example, to reflect changes in law and regulatory requirements, or to address technical or operational issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of the Paid Content. However, changes made that would affect Your use of the Paid Content will be provided to You.

6.5 In some cases, as described in sub-Clause 6.4, we may also make more significant changes to Paid Content. If We do so, We will inform You at least <<insert text>> before the changes are due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 13.1.

6.5 In some cases, as described in sub-Clause 6.4, we may also make more significant changes to Paid Content. If We do so, We will inform You at least <<insert text>> before the changes are due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 13.1.

6.6 Where any updates to Paid Content are made, that Paid Content will continue to match Our description of the Paid Content to You before You purchased Your Subscription for access to that Paid Content. Please note that this does not prevent Us from making changes to Paid Content, thereby going beyond the original description.

6.6 Where any updates to Paid Content are made, that Paid Content will continue to match Our description of the Paid Content to You before You purchased Your Subscription for access to that Paid Content. Please note that this does not prevent Us from making changes to Paid Content, thereby going beyond the original description.

6.7 We make all reasonable endeavours to ensure that all prices shown on Our Site are correct at the time they are displayed. Pricing information is reviewed and updated regularly.

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for a Subscription th
regarding VAT, how

s in price will not affect any order
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6.8 All prices are chec
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writing to inform Y
shown when You
amount and continu
will give You the op
cancel Your order
processing Your or
response from You
cancelled and notify

accept Your order. In the unlikely
information, We will contact You in
the correct price is lower than that
will simply charge You the lower
t. If the correct price is higher, We
Subscription at the correct price or to
of it). We will not proceed with
You respond. If We do not receive a
>>, We will treat Your order as

6.9 If We discover an e
Your order is pro
reasonable efforts t
cancel the Contract
do wish to cancel th

scription of Your Subscription after
You immediately and make all
You may, however, have the right to
inform You of such an error and You
to sub-Clause 13.4.

6.10 If the price of a Su
order being placed
be charged the price

the ordered changes between Your
order and taking payment, You will
the time of placing Your order.

6.11 All prices on Our S
order being placed
automatically adjust

VAT rate changes between Your
the amount of VAT payable will be

7. Orders – How Contracts

7.1 Our Site will guide
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ss of setting up an Account and
see the attachment below as to
Your purchase of a Subscription,
Your order for the Subscription and
checked Your order carefully before

7.2 If, during the orde
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type of Paid Conter
If We are unable
information, We will
accurate or complet
will cancel Your ord
be responsible for a
You providing incor

Us with incorrect or incomplete
complete information about You or the
e contact Us as soon as possible.
due to incorrect or incomplete
correct it. If You do not give Us the
reasonable time of Our request, We
ct as being at an end. We will not
y of Paid Content that results from
ation.

7.3 No part of Our Site
Your order to purch
may, at Our sole di
order does not mea
by Us sending You
sent You a Subscri
between Us and Yo

ual offer capable of acceptance.
stitutes a contractual offer that We
knowledge of receipt of Your
ed it.] Our acceptance is indicated
tion by email. Only once We have
here be a legally binding Contract

7.4 Subscription Confir
7.4.1 Your Subsc

following information:

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7.4.2 Confirmation of the main characteristics of the Product as part of it

ordered including full details of the description and Paid Content available

7.4.3 Fully itemised and appropriate

Subscription including, where appropriate, any additional charges;

7.4.4 The duration of the subscription [expiry] [and any other relevant information]

(including the start date, and the end date)

7.4.5 Confirmation of the availability of the Paid Content made available to You and Your right to change the Paid Content as and when available

and that You will lose Your legal right to access the Paid Content upon canceling the Paid Content pursuant to Clause 12.1;

7.4.6 In relation to any specific collection of items constituting a Product, the time/date when or period during which it can be accessed

for any specific (or recorded) event, item, series, or items or Background Items and the time/date when or period during which it can be accessed

7.4.7 <<insert additional information as required>>

required>>.

7.5 In the unlikely event that for any reason, We will experience technical difficulties or other circumstances. If We are unable to fulfil Your order, We will refund You as soon as possible

or cannot fulfil Your order for any reason, We will refund Your payment will be taken under normal circumstances. If We are unable to fulfil any such sums will be refunded to You as soon as possible within <<insert period>>.

7.6 Any refunds under this clause will be issued to You as soon as possible, and in any event no later than 30 days of the day on which the event triggering the refund occurred

and in any event no later than 30 days of the day on which the event triggering the refund occurred

7.7 Refunds under this clause will be made using the same payment method that You used when You placed Your order, unless You request that We make a refund using a different method

using the same payment method as the payment method used in Your subscription [unless You specifically request that We make a refund using a different method].

8. Payment for Subscription

8.1 Payment for each Subscription will be made in advance in full. Your chosen payment method will be used when We process Your order and We will send You a Subscription invoice (which usually occurs immediately and automatically upon Your payment)

8.1 Payment for each Subscription will be made in advance in full. Your chosen payment method will be used when We process Your order and We will send You a Subscription invoice (which usually occurs immediately and automatically upon Your payment)

8.2 We accept the following payment methods on Our Site:

8.2 We accept the following payment methods on Our Site:

8.2.1 <<insert payment method>>

8.2.2 <<insert payment method>>

8.2.3 <<insert payment method>>

8.2.4 <<add further payment methods as required>>

8.2.4 <<add further payment methods as required>>.

8.3 If You do not make a payment on time, We will suspend Your access to the Paid Content. For more information, please refer to sub-Clause 9.6. If You do not make a payment within the <<insert period>> of Our reminder, We may cancel the Contract and any sums due to Us will remain due and payable.

8.3 If You do not make a payment on time, We will suspend Your access to the Paid Content. For more information, please refer to sub-Clause 9.6. If You do not make a payment within the <<insert period>> of Our reminder, We may cancel the Contract and any sums due to Us will remain due and payable.

8.4 If You believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know. You will not be entitled to a refund while availability is suspended.

8.4 If You believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know. You will not be entitled to a refund while availability is suspended.

9. Provision of Paid Content

9.1 We undertake to provide You with access to the Paid Content on these Terms of Sale the Paid Content

9.1 We undertake to provide You with access to the Paid Content on these Terms of Sale the Paid Content

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Content for which You are not permitted use of such Content attributable to Us, We will not provide a refund.

You choose not to access or make any use of such Content or, for any reason not attributable to Us, You will not be entitled to any refund.

9.2 All Paid Content will be available to You in accordance with the terms of the Confirmation for the duration of the Confirmation until You end the Confirmation.

Subscription will be available to You from the time We send You a Subscription Confirmation, including any renewals, or until You end the Confirmation, subject to the following:

9.2.1 An item of Paid Content will be available to You when stated in the Confirmation information, either (a) if it is scheduled to be available on a certain date or other non-live background Item, the period within which it is available;

For a live Item, it will be available when stated in the Confirmation information, either (a) if it is scheduled to be available on a certain date or other non-live background Item, the period within which it is available;

9.2.2 If an item of Paid Content is a live Item, We will use all reasonable efforts to ensure it is available and start it at the time it is scheduled to be available, but it may be delayed either by overrun of a previous live Item or by other circumstances made available by Us to You in other instances. Any such delay will not exceed <<insert details of how the provider of the Content will compensate >> to compensate for any inconvenience.

For a live Item, We will use all reasonable efforts to ensure it is available and start it at the time it is scheduled to be available, but it may be delayed either by overrun of a previous live Item or by other circumstances made available by Us to You in other instances. Any such delay will not exceed <<insert details of how the provider of the Content will compensate >> to compensate for any inconvenience.

9.3 When You place an order for Paid Content, You will be required to expressly acknowledge that You intend to access immediately and You will lose Your legal right to return the Content. Please see sub-Clause 13.2.

When You place an order for Paid Content, You will be required to expressly acknowledge that You intend to access immediately and You will lose Your legal right to return the Content. Please see sub-Clause 13.2.

9.4 In some limited circumstances, We may suspend the provision of Paid Content (in full or in part) for the following reasons:

We may suspend the provision of Paid Content (in full or in part) for the following reasons:

9.4.1 To fix technical issues or make necessary minor technical changes;

To fix technical issues or make necessary minor technical changes;

9.4.2 To update Content to comply with relevant changes in the law or other applicable regulations;

To update Content to comply with relevant changes in the law or other applicable regulations;

9.4.3 To make modifications to the Paid Content, as described above in sub-Clause 13.2.

To make modifications to the Paid Content, as described above in sub-Clause 13.2.

9.5 If We need to suspend the provision of Paid Content for any of the reasons set out in sub-Clause 13.2, We will notify You in advance of the suspension and explain why it is necessary and urgent or emergency. We will resume the provision of Paid Content, in which case, You will be entitled to a period equivalent to the length of the suspension [(unless otherwise stated)]. [If the suspension lasts for more than <<insert period>>, We will provide You with a refund of the amount paid for the Content as follows if We do not receive payment on time from You of the non-payment on the due date.]

If We need to suspend the provision of Paid Content for any of the reasons set out in sub-Clause 13.2, We will notify You in advance of the suspension and explain why it is necessary and urgent or emergency. We will resume the provision of Paid Content, in which case, You will be entitled to a period equivalent to the length of the suspension [(unless otherwise stated)]. [If the suspension lasts for more than <<insert period>>, We will provide You with a refund of the amount paid for the Content as follows if We do not receive payment on time from You of the non-payment on the due date.]

9.6 We may suspend the provision of Paid Content as follows if We do not receive payment on time from You of the non-payment on the due date:

We may suspend the provision of Paid Content as follows if We do not receive payment on time from You of the non-payment on the due date:

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date, however if You notice, We may suspend all outstanding sums of Paid Content, We will inform You of the suspension of Paid Content while

at within <<insert period>> of Our Paid Content until We have received payment. We do suspend provision of the Paid Content. You will not be charged for any

9.7 Any refunds under this Clause and in any event of the day on which the event triggering the refund

issued to You as soon as possible, unless the event is of the day on which the event

9.8 Refunds under this Clause that You used when making the request that We make

using the same payment method as the original description [unless You specifically request a different method].

10. Licence

10.1 When You purchase Paid Content, We will grant You a limited, non-exclusive licence for You to access, participate in, and use the Paid Content for Your personal, non-commercial purposes (including but not limited to that We may licence from third parties).

When You purchase Paid Content, We will grant You a limited, non-sublicensable licence for You to access, participate in, and use the Paid Content for Your personal, non-commercial purposes (including but not limited to that We may licence from third parties).

10.2 The licence granted to You is subject to the following usage restrictions [and/or permissions as required]:

The licence granted to You is subject to the following usage restrictions [and/or permissions as required]:

10.2.1 You may not copy, reproduce, publish, republish, share, broadcast or otherwise make available to the public any Paid Content (or any part of it) or make it available to third parties, unless permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright') or any other applicable law.

You may not copy, reproduce, publish, republish, share, broadcast or otherwise make available to the public any Paid Content (or any part of it) or make it available to third parties, unless permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright') or any other applicable law.

10.2.2 <<Insert additional restrictions or permissions as required>>].

<<Insert additional restrictions or permissions as required>>].

11. Problems with the Paid Content

11.1 We undertake to provide Paid Content of satisfactory quality, fit for purpose, and as described, and to ensure that it is available through Your device. If you have a problem, please contact Us as soon as possible. Your available remedies are:

We undertake to provide Paid Content of satisfactory quality, fit for purpose, and as described, and to ensure that it is available through Your device. If you have a problem, please contact Us as soon as possible. Your available remedies are:

11.1.1 If the Paid Content is defective, You will be entitled to a repair or a replacement.

If the Paid Content is defective, You will be entitled to a repair or a replacement.

11.1.2 If We cannot repair or replace the Paid Content within a reasonable time, You may be entitled to a partial refund.

If We cannot repair or replace the Paid Content within a reasonable time, You may be entitled to a partial refund.

11.1.3 If You cannot use the Paid Content for any other content, You may be entitled to a repair or replacement, or a partial refund, or other compensation.

If a fault has damaged Your device or caused any other content to be damaged because We have not used reasonable care and skill, You may be entitled to a repair or replacement, or a partial refund, or other compensation. See Clause 14.3 for more information.

11.2 [Please note that We will not be liable for this Clause 11 if We informed You of the fault(s) before You accessed it and it was not caused by that fault(s). For example, if the Paid Content is an alpha or beta version and We have warned You that it may contain bugs or other content), if You use the Paid Content for an unsuitable purpose that is not known to Us and the problem has resulted from Your use of the Paid Content for that purpose; or if the problem

We will not be liable for this Clause 11 if We informed You of the fault(s) before You accessed it and it was not caused by that fault(s). For example, if the Paid Content is an alpha or beta version and We have warned You that it may contain bugs or other content), if You use the Paid Content for an unsuitable purpose that is not known to Us and the problem has resulted from Your use of the Paid Content for that purpose; or if the problem

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- is the result of misuse of the service [except for any direct loss or damage.]
- 11.3 If there is a problem with the service, please contact Us at <<insert contact details>> or on Our Site <<insert link>> to inform our customer services department<> of the problem.
- 11.4 Refunds (whether in the form of price reductions in price) under this Clause 11 will be made within 14 calendar days of the day on which We receive Your request.
- 11.5 Refunds under this Clause 11 will be made using the same payment method that You used when You made the payment for Your Subscription [unless You specifically request that We make the refund using a different method].
- 11.6 For further information as a consumer, please contact Your local Citizens' Advice Bureau or the Consumer Standards Office.

12. Cancelling Your Subscription

- 12.1 If You are a Consumer in the European Union, by default You have a legal right to a "cooling-off" period in which You can cancel the Contract for any reason, including if You have changed Your mind, and receive a full refund. The period of the cooling-off is 14 days after We have sent You Your Subscription Confirmation (i.e. when the Contract between You and Us is formed) and ends when You access (or allow Your Subscription to be accessed) any Paid Content, or 14 calendar days after the date of the Confirmation, whichever occurs first.
- 12.2 After the cooling-off period, You may cancel Your Subscription at any time. However, subject to Clause 13, We cannot offer any refund of access to the Paid Content for the remainder of Your contract term (if applicable), where applicable, until the renewal or expiry date, as appropriate.
- 12.3 If You purchase a Subscription and renew by mistake), You may cancel Your Subscription as soon as possible and do not attempt to access any Paid Content since the date of the renewal (or the expiry date, as appropriate) of the Subscription We will issue a full refund. If You have accessed any Paid Content since the Subscription has started, We will continue to have access to the Paid Content for the remainder of the Subscription (up until the renewal or expiry date, as appropriate).
- 12.4 If You wish to exercise Your right under this Clause 12, You may inform Us of Your decision to cancel in any way You wish, however for Your convenience We offer the following options: on Our Site <<insert link>> and will issue a confirmation. Cancellation by email or by post is effective when We receive the message which You send Us Your message. If You would prefer to cancel, please use the following details:
 - 12.4.1 Telephone: <<insert telephone number>>;
 - 12.4.2 Email: <<insert email address>>;
 - 12.4.3 Post: <<insert postal address>>
 In each case, please include Your name, address, email address, telephone number and the details of the Subscription You wish to cancel.
- 12.5 [We may ask You to provide details of the reason for Your cancellation and may use any answers

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You provide to imp
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services, however please note that
details if You do not wish to.]

12.6 Refunds under this
in any event within
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ed to You as soon as possible, and
day on which You inform Us that

12.7 Refunds under this
that You used whe
request that We ma

using the same payment method
description [unless You specifically
ent method].

13. Your Other Rights to End

13.1 You may end the
forthcoming change
sub-Clauses 6.3 or
the change is set to
Subscription, We w
will not take effect o
the Contract will e
continue to have ac

if We have informed You of a
the Paid Content (as described in
of Sale that You do not agree to. If
You before the end of Your current
<<insert type of refund>>. If the change
expiry of Your current Subscription,
Subscription period and You will
until that date.

13.2 If We have suspend
period>>, or We ha
for more than <<ins
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issue You with a <<

id Content for more than <<insert
e are going to suspend availability
end the Contract immediately, as
e Contract for this reason, We will
refund.

13.3 If there is a risk that
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13.4 If We inform You of
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act at any time if We are in breach
rtial refund and compensation. For
refer to Your local Citizens Advice

13.6 Refunds under this
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specifically request

within 14 calendar days of the date
ective, using the same payment
Your Subscription [unless You
sing a different method].

13.7 If You wish to exerc
so in any way Y
cancellation form o
the Subscription C
cancel, please use t

under this Clause 13, You may do
Your convenience We offer a
> and will include [a link to] it with
d prefer to contact Us directly to

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13.7.2 Email: <<in

13.7.3 Post: <<ins

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cancel and may use any answers
services, however please note that
details if You do not wish to.]

14. Our Liability to Consumer

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Us when the Contr
damage that is not f

e loss or damage that You may
Terms of Sale (or the Contract) or as
is foreseeable if it is an obvious
or if it is contemplated by You and
not be responsible for any loss or

14.2 Our Paid Content
warranty or represe
or industrial use of
loss of business,
opportunity.

commercial use only. We make no
content is fit for commercial, business
liable to You for any loss of profit,
s, or for any loss of business

14.3 If, as a result of Our
(including but not lin
or other content be
You appropriate co
this provision if:

reasonable care and skill, any content
from Our Site damages Your device
either repair the damage or pay
that We will not be liable under

14.3.1 We have i
designed to

problem and provided a free update
applied the update; or

14.3.2 The dama
instructions

by Your own failure to follow Our

14.3.3 Your dev
requiremen
purchased

any relevant minimum system
de You aware of before You

14.4 Nothing in these Te
or personal injury ca
agents or sub-contr
Paid Content which
provided, not of sat
to Us.

it or exclude Our liability for death
(including that of Our employees,
fraudulent misrepresentation, or for
does not match information that We
not fit for any purpose made known

14.5 Nothing in these Te
consumer. For mor
Citizens Advice Bur

include or limit Your legal rights as a
rights, please refer to Your local
s Office.

14.6 We will not be res
Content due to any
Contract resulting f
but not limited to
Attachment).

you are unable to access any Paid
forming Our obligations under the
Our reasonable control (including
specifically referred to in the

15 Complaints and Feedback

15.1 We always welcom
reasonable endeav
positive one, We n
for complaint.

ents and, whilst We always use all
experience as a client of Ours is a
from You if You have any cause

15.2 All complaints are h
and procedure, av
respectively.

with Our complaints handling policy
<<insert location>> and <<insert location>>

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- 15.3 If You wish to contact Us, please contact Us in one of the following ways:
 - 15.3.1 [In writing, by post to <<insert name and/or position>>, <<insert address>>];
 - 15.3.2 [By email, at <<insert name and/or position>> at <<insert email address>>];
 - 15.3.3 [Using Our contact form, following the instructions included with the form;]
 - 15.3.4 [By contacting Us on <<insert telephone number>> [and <<insert fax number>> when prompted].]

16 How We Use Your Personal Information (Data Protection)

We will only use Your personal information in accordance with Our <<insert document name, e.g. Privacy Policy>> available at <<insert link to Privacy Policy>> [and Cookie Policy <<insert link to Cookie Policy>>].

17 Other Important Terms

- 17.1 We may transfer (assign) Our rights and obligations under these Terms of Sale (and under the Contract) to a third party (this may happen, for example, if We are sold). If this occurs, You will be informed by Us in writing. Your obligations under the Terms of Sale (and the Contract) will not be affected and Our obligations under the Terms of Sale (and the Contract) will be transferred to the third party. You and the third party will remain bound by them.
- 17.2 [You may not transfer Your obligations and rights under these Terms of Sale (and under the Contract) without Our express written permission. We may not permit the transfer for certain reasons>>.]
- 17.3 The Contract is between You and Us. No other person shall have any rights to enforce any of its terms.
- 17.4 If a court or other authority finds any part(s) of these Terms of Sale are unlawful, the remainder shall remain in full force and effect.
- 17.5 If We fail to take steps to enforce any of Our rights against You under the Contract, this will not prevent Us doing so at a later date, for example if You have become payable to Us.
- 17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and regulations. If We change these Terms of Sale, We will give You reasonable notice of the changes. You may cancel if You are not happy with them (see Clause 3.1 above).

18 Law and Jurisdiction

- 18.1 These Terms and the Contract shall be governed by the law of <<insert jurisdiction>> [Northern Ireland] [Scotland].
- 18.2 As a Consumer, You may benefit from mandatory provisions of the law in <<insert jurisdiction>>. Clause 18.1 above takes away or restricts those provisions.
- 18.3 As a Consumer, any proceedings or claim between You and Us relating to the Contract (whether or not otherwise) shall be subject to the jurisdiction of the courts of <<insert jurisdiction>>.

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- (d) A safe location with a desk, chair, watch, listen, speak, and otherwise participate as necessary for the session. You or the [Counselor] will provide the [Device] and/or speakers as needed.
- (e) Where the [Device] and/or loudspeakers and/or speakers are located.
- (f) Notebook, pen, and any other materials that You will need, as advised by Us before You place an order.

comfortable environment in which to make notes, and otherwise to the presence of any other person to distract You from the session. We will provide an adequate microphone for the session, external microphone and headphones, and any other equipment that You will need, as advised by Us before You place an order.

We do not supply or make available any [insert name of other online service delivery platform>>] platform as any Paid Content. We are not a party to Your download and use and We will have no responsibility or liability to You in relation to such terms and conditions. You will be subject to and governed by such terms and conditions [insert name of other online service delivery platform>>] [insert name of other online service delivery platform>>] and the order of the platform to You imposes on such download and use.

insert name of other online service delivery platform>>] platform as any Paid Content. We are not a party to Your download and use and We will have no responsibility or liability to You in relation to such terms and conditions. You will be subject to and governed by such terms and conditions [insert name of other online service delivery platform>>] [insert name of other online service delivery platform>>] and the order of the platform to You imposes on such download and use.

Paid Content consisting of [insert name of other online service delivery platform>>] [insert name of other online service delivery platform>>] platform but is instead downloadable directly from [insert name of other online service delivery platform>>].

provided via the [Zoom] [insert name of other online service delivery platform>>] platform but is instead downloadable directly from [insert name of other online service delivery platform>>].

4. Scope of what We make available

We do not, and cannot, set up, maintain, or operate any technology. If You need any technology, You should seek advice from an appropriate third party. We cannot, give You any advice about what technology is needed.

set up, maintain, or operate any technology, You should seek advice from an appropriate third party. We cannot, give You any advice about what technology is needed.

We do not claim to have a duty to set up, maintain, or operate any technology that You need or use for the purpose of the Content. However, We may, if You request it, either before or after the Content, without charge, offer suggestions in good faith to resolve any technology problem that You report, but it will not be in the nature of advice and We do not accept any liability to You before take on any responsibility or problem or if by following our suggestions does not help You to resolve any loss or damage to any technology that You experience any other problem, is damaged in circumstances except if Your Device or Your content in respect of that damage under sub-Clause 14.3.

relation to any technology that You need or use for the purpose of the Content. However, We may, if You request it, either before or after the Content, without charge, offer suggestions in good faith to resolve any technology problem that You report, but it will not be in the nature of advice and We do not accept any liability to You before take on any responsibility or problem or if by following our suggestions does not help You to resolve any loss or damage to any technology that You experience any other problem, is damaged in circumstances except if Your Device or Your content in respect of that damage under sub-Clause 14.3.

We will not be responsible for any loss or damage to any technology that You are unable to access any of the Content due to any failure of our service or any other equipment or resulting from any cause beyond Our reasonable control. In any such case, You will remain liable to pay for the Content made available for You. Such causes beyond Our reasonable control (but are not limited to):

are unable to access any of the Content due to any failure of our service or any other equipment or resulting from any cause beyond Our reasonable control. In any such case, You will remain liable to pay for the Content made available for You. Such causes beyond Our reasonable control (but are not limited to):

- (a) Where You are unable to access any of the Content (whether or not You have asked Us for suggestions as to how to resolve the problem); or
- (b) Any slow speed, interruption, unavailability or inadequacy of, or of the service (e.g. telecommunication service) that You use or rely on; or
- (c) Failure of or defect in the [insert name of other online service delivery platform>>] platform to You; or

technology problem (whether or not You have asked Us for suggestions as to how to resolve the problem); or
 other breakdown, unavailability or inadequacy of, or of the service (e.g. telecommunication service) that You use or rely on; or
 ert name of other online service delivery platform>>] platform to You to make the Content available to You; or

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(d) Your inability to access Our Site due to a failure of or defects in Our Site etc.

5. **Account setup needed**

In order to purchase any Services, You will first need to setup and activate Your Account through the process of setting up Your Account to Account setup. You also note the following in regard to Account setup.

You may not create an Account if You are under 18 years of age.

We only offer Paid Content to individuals residing in the UK. You may only open an Account if You are residing in the UK.

During the process of setting up Your Account, You will be required to choose a password and user name. You must choose a strong password for Your Account.

You [will][may] be asked for details regarding Your Account, such as Your e-mail address.

6. **Your responsibility for Your Account Security**

You must not share Your Account details with anyone. If You believe that Your Account is being accessed without Your permission, please contact Us immediately. We will not be liable for the unauthorized use of Your Account.

You are fully responsible for the confidentiality of Your password and account information and for keeping it under Your password or Account. You must ensure that You log out of Your Account at the end of each session and do not disclose Your Account or any details of any unauthorised use of Your Account or any details relating to Your Account.

You must never use anyone's Account without prior authorization from Us for the specific occasion in question.

When creating an Account, the information you provide must be accurate and complete. If any of Your information is incorrect, it is Your responsibility to ensure that Your Account information is updated.

If You have an active Subscription, Your Account will remain active for the duration of the period of that Subscription until the end of the latest access period granted to any Instruction by Us.

If You wish to close and delete Your Account, You may do so via the '<<insert name of section>>' section of Our Website.

7. **Your privacy and security when two way sessions are accessed**

All two way synchronous live video sessions that You purchase will be accessible as an instruction to You only, and not accessible to any other client/s.

The following will apply to all live stream audio and/or video sessions provided to You:

(a) There are potential risks to the confidentiality of information over technology that include, but are not limited to, the theft of personal information and the theft of confidential information.

(b) You understand that there is a risk that the [Counsellor][Therapist] may be accessed via the video and/or audio facilities of the [Zoom] [service delivery platform] App.

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and Your Device) not
other people in or
participating in the s

ur space and its surroundings and
its surroundings when You are

- (c) The space that You
- (d) It should be difficult
online service deliv
between people w
example, You might
- (e) In any event, it will
space to use in ord
space.

ners;
e [Zoom] [<<insert name of other
nd Your Device any interactions
space and its surroundings. For
room and/or wear headphones;

o ensure that You have a suitable
y and that of others in or near that

We will not be liable to You
or adhere to the above.

arising from Your failure to accept

8. Wellbeing, Health and Sa

You acknowledge and agre

- (a) When You purcha
participate in any [I
tell Us of any sp
emotional, or other
which might be rele
- (b) We [may discuss w
tell Us, and if We d
Your order for a Su
or condition in ques
accordance with an
- (c) Due to the remote
undertake to, and c
alert any third party
or experience any d

at least [48 hours] before You
We will advise You to] [You must]
l, mental health, psychological,
condition of which You are aware
in that session;

referred to in “(a)” above that You
at We have decided not to accept
the particular requirement, problem
ur order, however, You must act in
y Us relating to the matter]; and

two way] sessions, We do not
assist or advise (or arrange for or
ssion, You fall ill, have an accident

9 [Counsellors][Therapists]

Please note that:

- (a) We will in Our dis
each session with
session, We

counsellor][Therapist] to assign to
cription comprises more than one

EITHER

[may assign differ
endeavour to min
session to the next

sts] to different sessions, but will
[Counsellor][Therapist] from one
ription.]

OR

[will ensure as far a
[Counsellor][Therap
changes of [Counse
each Subscription.]

o do so, that We assign the same
nd will in any event try to minimize
e session to the next in relation to

- (b) In any event, the [C
appropriately qualif
session and will be

o We assign to any session will be
at the appropriate level for that
at session.

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(c) [[Details of actual
[Counsellors][Therapists]
available to see or
appropriate or help
details of Our [Counsellors]
other organisations.

qualifications or experience of the
will assign to any session will be
We are able to and consider it
so, We include on our Site brief
current and former relevant roles with

(d) [If before You purchase
[a] reference[s] for the therapist
present the session
[at least] [one][two]
ability and experience

you request Us to provide You with
[therapists] who We may or will assign to
description, We will provide You with
[s] as to their knowledge of, and
evidence of their qualifications.]

10 **Scope of Our Content**

Content offered: We offer
types of counselling or
problems/situations: <<insert
>>.

[g][therapy]: <<insert details of the
for the following types of
of problem or situation catered for

Our commitment, and a
provide sessions for You a
at the outset how much [c
necessary or helpful, We w
professionals with a view t
Your needs better than, Ou

[therapy] needed: We agree to
days. It is not possible to determine
will require. [Where We consider it
e recommend You to contact other
o supplementary to, or which suits
services.]

Period of sessions: Whe
provide individual [counse
number e.g. 60 >> minute
purchase a Subscription).

o way interactive session, We will
for a session period of <<insert
that We agree with You when You

[Trial session: Where You
[counselling[therapy] from
interactive session as a tria
so that You can decide whe

received any live two way interactive
e to provide a single live two way
insert number e.g. 30 >> minutes
ther sessions with Us.]

Your Progress: Whilst W
make satisfactory progress
various factors, including,
whether or not some or all
sessions), and any prepar
prescribed or suggested by

e endeavours to ensure that You
for each individual depending on
number and frequency of sessions,
(as opposed to one way recorded
action undertaken by You which is
[t]

Satisfactory progress in re
circumstance (or resolution
representation that any pa
of Our providing or You tak

problem, condition, issue or other
need, and We make no warranty or
it will be brought about as a result
y session(s).

11 **Your commitment**

Attendance: If You are n
responsibility to ensure tha
additional session if necess

n for any reason it is solely Your
missed session by purchasing an

Punctuality: We expect Y
scheduled start time of the

session at least 10 minutes before the
ou are ready to start on time.

Items materials etc. to
recommendations as to a
purchase or otherwise acq

We may make suggestions or
that You should read, view, use,
necessary or helpful for You to do

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so but We are not respon
You, or for the costs therec

Tasks, exercises etc for
end of a session one or m
We will usually recomme
session.

Satisfactory progress: pr
in any session, You comp
prescribed or recommende
connection with any such t
are [usually] contactable b
remotely.]

Records: You should pro
[should] [can] be in the fo
setting out any useful
[counselling[therapy] sessio

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providing any materials or items for

[may][will usually] give You at the
ions or activities to carry out, and
complete them prior to Your next

ve achieved if, when You take part
es, actions or activities previously
erapist]. [If you require guidance in
or activities between sessions, We
y be] able to provide some help

counselling[therapy] diary [and this
>] in which You can make notes,
ation in connection with Your