

THE FAMILY TREATMENT SERVICE

TERMS AND CONDITIONS FOR CLIENTS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we will provide therapy services to you.

1.2 **Why you should read them.** They tell you who we are, how we will provide our services to you and other important information. Please read them carefully.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are The Family Treatment Service Limited (company number: 09859480) and our registered office is at 39 Church Road, London SW19 5DQ. The Eating Disorder Service and The London Autism Service are all part of The Family Treatment Service.

2.2 **How to contact us.** You can contact us by e-mailing us at info@thefamilytreatmentservice.com or by writing to us at our business address, 39 Church Road, Wimbledon Village, London SW19 5DQ.

2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at your home address or the email address you have provided.

3. INFORMATION ABOUT OUR SERVICES

3.1 We are a one-stop multidisciplinary private practice with a focus on mental health.

3.2 Appointments are generally 50 minutes long (but may vary, by agreement) and will take place at 39 Church Road, Wimbledon Village, London SW19 5DQ ("**our premises**"), at your home or by video conference (whichever is agreed). It is not possible for an appointment to be extended if you are late.

4. OUR AGREEMENT WITH YOU

How we will accept your request for an appointment. Our acceptance of your request for an appointment will take place when we tell you that we are able to provide you with an (which may be your only) appointment, at which point an agreement between us will come into force.

5. **OUR RIGHT TO MAKE CHANGES**

We may make changes to these terms, but if we do, we will notify you and (if you don't agree to the changes) you may then end our agreement. These changes might include changing the time and date of your appointment, changing the fee for each appointment or changing your clinician.

6. **PROVIDING OUR SERVICES**

6.1 **If you miss or cancel an appointment.** Missed or cancelled appointments will be charged for in full (unless you give us more than 48 hours' notice, in which case there will be no charge, or between 24 and 48 hours' notice, in which case you will be charged 50% of the fees due).

6.2 **Information required from you.** We need certain information from you so that we can provide our services to you (for example, your name, address, home telephone number and mobile telephone number) in case we need to contact you, and the name and contact details of your GP, all updated by you as necessary.

6.3 **We may suspend our services if you do not pay.** If you do not pay us for your appointments and you still do not make payment within 14 days of any reminder, we may suspend our services until you have paid us what is due. We will contact you to tell you we are doing so. We will not do so where you dispute the unpaid invoice and we will not charge you for our services during the period they are suspended.

7. **YOUR RIGHT TO END OUR AGREEMENT**

7.1 **You can always end our agreement before the services have been supplied and paid for.** You may contact us at any time to end our agreement, but in some circumstances, we may charge you certain sums for doing so (as described below).

7.2 **What happens if you have good reason for ending our agreement.** If you are ending our agreement for a reason set out at (a) to (c) below, our agreement will end immediately. These reasons are:

- (a) we have told you about an upcoming change to our services or these terms which you do not agree to (see paragraph 5);
- (b) we suspend our services, or notify you we are going to suspend them; or
- (c) you have a legal right to end our agreement because of something we have done wrong.

7.3 **What happens if you end our agreement without a good reason.** Unless you have a right to end our agreement immediately (see paragraph 7.2), our agreement will not end until 30 days after the day on which you contact us.

8. **OUR RIGHT TO END OUR AGREEMENT**

8.1 **We may end our agreement if you break it.** We may end our agreement at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due; or
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide our services (for example, the information set out in paragraph 6.2).

8.2 **We may stop providing our services.** We may write to you to let you know that we are going to stop providing our services. We will let you know at least one month in advance of our stopping our services.

9. **IF THERE IS A PROBLEM WITH OUR SERVICES**

If you have any questions or complaints about our services, please contact us by emailing us at info@thefamilytreatmentservice.com or writing to us at 39 Church Road, Wimbledon Village, London SW19 5DQ.

10. **FEES AND PAYMENT**

10.1 **Where to find the fees for our services.** The fees for individual appointments with our different clinicians (which may include VAT) are set out in our fee list, unless we have agreed another fee in writing. You will be required to pay the fees in cleared funds before your appointment.

10.2 **When you must pay and how you must pay.** We will charge you our fees in full once you have confirmed your appointment with us. If you make a further appointment, all fees must be paid in advance. All payments made to us must be made via card payments or bank transfer. We do not accept any cash or cheques.

11. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

11.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking our agreement or our failing to use

reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable.

11.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our staff, for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to our services.

11.3 **When we are liable for damage to your property.** If we are providing services at your home, we will make good any damage to your property caused by us while doing so, but not for the cost of repairing any pre-existing faults.

12. **OUR RESPONSIBILITY WHERE WE ARE PROVIDING SERVICES TO CHILDREN UNDER THE AGE OF 18 YEARS OLD**

12.1 When we are providing services to a child under the age of 18 years old, that child must be accompanied by their parent/guardian at their initial appointment and the parent/guardian must remain on site for the duration of the initial appointment.

12.2 When we are providing services to a child under the age of 14 years old, that child must be accompanied by their parent/guardian at all their appointments and the parent/guardian must remain on site for the duration of all appointments.

12.3 Subject to the rest of this paragraph 12, when we are providing services to a child aged between 14 and 18 years old that child may attend or leave an appointment at our premises unaccompanied by their parent/guardian and that child's parent/guardian is not required to remain at our premises for the duration of that child's appointment.

12.4 Paragraph 12.3 shall only apply in the following circumstances:

- (a) the parent/guardian of the child has complied with paragraph 12.1; and
- (b) the parent/guardian of the child has signed the disclaimer set out at Annex 2.

12.5 The child's parent/guardian may revoke their agreement to the disclaimer set out in Annex 2 by giving notice to us in writing.

13. **HOW WE WILL USE YOUR PERSONAL INFORMATION**

13.1 We will use the personal information you provide to us to:

- (a) provide our services;

- (b) process your payment for such services; and
- (c) in accordance with our privacy notice, a copy of such is at Annex 1.

13.2 We will comply with the General Data Protection Regulations (as amended from time to time) to include the UK GDPR and the Data Protection Act 2018 in respect of this paragraph 13.

14. **CONFIDENTIALITY**

14.1 Confidentiality is maintained and information that you share with us and your clinician will not be disclosed without your consent. The only exception might be where there is a risk of harm to yourself or others, or where the law requires us or your clinician to disclose confidential information. In such circumstances, we and your clinician will use reasonable efforts to discuss this with you first.

14.2 We will only give your personal information to third parties where the law requires us to do so.

15. **OTHER IMPORTANT TERMS**

15.1 **We may transfer our agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer does not affect your rights under our agreement.

15.2 **Nobody else has any rights under these terms.** Our agreement is between you and us. No other person will have any rights to enforce any of its terms.

15.3 **Even if we delay in enforcing our agreement, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaching our agreement that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.

15.4 **Which laws apply to our agreement and where you may bring legal proceedings.** These terms are governed by English law and we and you can bring legal proceedings in respect of our services in the English courts.

Annex 1: [Privacy Notice for Clients](#)

Annex 2: Disclaimer for children under the age of 18

Updated: June 2022