



UXClinician Limited
Terms for Face to Face & Remote Therapy / Coaching

4th January 2022

1. These terms

1.1 These are the terms and conditions on which we provide face to face and remote psychological therapy and/or coaching (**the Services**) to you (**an individual or organisational representative**).

1.2 Please read these terms carefully especially clause 8 (Cancellation) before you book an appointment for the Services with us. These terms tell you who we are, how we will provide Services to you, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

2.1 We are UXClinician Limited (also trading under the name of aim-you) a company registered in England and Wales. Our company registration number is 11739483 and our registered office is at Unit 4 Silverdown Office Park, Exeter Airport Business Park, Exeter, EX5 2UX .Our registered VAT number is GB 324606225.

2.2 **UXClinician Limited is not a service for people in crisis. If you are contemplating suicide or believe you are at risk of harming yourself or others please go to Accident & Emergency or contact your local emergency services.**

2.3 If you are under the age of 18, you must ask a parent or guardian to register with us and both you and your parent/guardian must sign these Terms.

2.4 You can contact us by writing to us at craig.newman@uxcgroup.com. The contact details which you provide to UXClinician Limited must be correct and you agree to promptly notify us of any changes to your contact details.

2.5 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.

2.6 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 When you contact us to make an appointment we will provide you with a date for your initial appointment. You must sign these terms and bring them to your initial appointment or, if we provide you with a questionnaire as mentioned in clause 10.1 you can return the signed terms with your questionnaire.

3.2 If you wish to return the signed terms by email, we will accept your typed full name as your signature on these terms. This will always be the method of return for remote working.



- 3.3 The contract between you and us is formed when you return the signed terms to us and pay for your initial appointment.
- 3.4 A successful therapeutic relationship requires a commitment from the client to be punctual for their scheduled sessions. You are responsible for being on time to your session. We will not extend a session if you are late arriving for the session.

4. Who we are and the standards we operate to

4.1. UXClinician Limited's clinical psychologist, working with you, is Dr Craig Newman who has experience working with people with physical or mental health difficulties in NHS mental health services and hospitals and private clinics. He is also a specialist in leadership development, team coaching and staff training. We reserve the right to use other psychologists to deliver the Services if appropriate but once we've started a therapeutic relationship with you we will not change the psychologist providing the Services without your permission.

4.2 Dr. Craig Newman is registered with the Health and Care Professions Council (Registration No. PYL27965) (<http://www.hpc-uk.org>) and must comply with a range of standards of conduct, performance and ethics in order to maintain her practicing registration.

4.3 Dr. Craig Newman is chartered by the British Psychological Society (Registration No. 155927) (<https://www.bps.org.uk/lists/epsychol>) and abides by their Code of Ethics (<https://www.bps.org.uk/news-and-policy/bps-code-ethics-and-conduct>) which focuses on four primary ethical principles:

- Respect
- Competence
- Responsibility
- Integrity

5. Confidentiality

5.1 Your psychologist respects the boundaries of confidentiality and will not disclose information to a third party unless you have given your permission to do so. In rare cases, your information may be shared without your permission if there is a concern about your safety or the safety of someone else, including a child or a vulnerable adult. Information may also be shared without your permission if it is in the public interest, such as if it is necessary to protect public safety or prevent harm to other people. In such cases the standards of the Health and Care Professions Council and the practice guidelines of the British Psychological Society will be followed (<https://www.hcpc-uk.org/standards/standards-of-conduct-performance-and-ethics/>; <https://www.bps.org.uk/news-and-policy/practice-guidelines>).

5.2. We comply with all relevant data protection legislation (including the Data Protection Act 2018 (DPA) and the UK General Data Protection Regulation (GDPR)). UXClinician Limited



is DPA and GDPR compliant. Please see our Privacy Policy for more information about how we protect your data (on our websites at www.uxcgroup.com and www.aim-you.com)

- 5.3. What you say during sessions is confidential. The psychologist will make sure that the physical room used for the sessions is confidential and that the sessions cannot be overheard by anyone else.
- 5.4 Notes taken by the psychologist during sessions will be written by hand and stored in a locked filing cabinet. All typewritten letters and reports will be written on a password-protected computer. If sent by email, files will be password protected.
- 5.5 Your psychological notes will be kept for 7 years and then confidentially destroyed. Except in the circumstances outlined in clause 5.1, your data will not be used for anything other than our psychological work together. You have the right to access your notes at any time provided that a request is made in writing to us prior to their destruction.
- 5.6 Your psychologist will only pass on information to a third party (usually as a report) when requested to do so and with your agreement. It is best practice to write to your GP in order to inform and involve them with your ongoing treatment plan, if you are receiving therapy.
- 5.7 If you require that certain information is not disclosed in the report you must make this clear to us in writing before the report is written. Your psychologist will usually write reports with your collaboration in order to promote transparency and honesty through the process.

6. Financing our Services

We're aware that you may be paying for our Services yourself (self-funding) or you may have funding through your private healthcare provider. Please read carefully the section which applies to you. Please also be aware that if the initial sessions of your support are funded by your private healthcare provider you may decide to move to self-funding to continue your support.

6.1 Self-funding & Organisational Funding.

6.1.1. If you are paying for the Services yourself or via your organisation, payment for each session should be made prior to the start of the appointment. In the event of a contract which details services beyond session numbers, an additional contract will be offered in addition to these terms.

6.1.2. We accept payment by cash, cheque, credit or debit card and Paypal. You can also pay by bank transfer to UXClinician Limited, Natwest Bank, number: 38952327, Sort code: 01-05-27. Please make your payment 24 hours before your appointment and use your last name and date of the appointment as the reference, so that the payment can be easily identified. (i) Please note that we will not send you a notice by email alone that our bank details have changed; (ii) Any such email you may receive will not have come from us and should be reported to the police and to us immediately. (iii) Please be careful to check bank account details with us in person if in any doubt. We will not accept responsibility if you transfer money into an incorrect account.

6.2 Private healthcare funding



6.2.1 Your psychologist is registered as a clinical practitioner with a number of healthcare providers – please enquire if we support your insurer. Each provider and every healthcare plan has different rules and regulations of engagement.

6.2.2. If you plan to use private healthcare insurance to help you with the psychologist's costs, then you should discuss this fully with your healthcare insurance provider. You should be aware that many insurers limit the costs that they may be willing to pay (either per session / hour or as a total cap on treatment costs). It is your responsibility to check with your insurer to confirm how many sessions will be covered by them.

6.2.3. Your psychologist will not liaise with your insurance company or deal with any invoice inquiries raised by your insurer.

6.2.4. Where there is a shortfall in psychologist's fees (or if your insurer makes payment directly to you), we will invoice you for such payment or shortfall. Such invoices must be paid in accordance with clause 7.2.

6.2.5 If you are using a private health care provider to pay for all or part of the fee you have the responsibility to pay the remainder of the fee owed. Please note that there is often an excess fee which is payable by the individual or employer in order to commence the Services.

6.2.7 You are responsible for payment for cancelled appointments and for failure to attend without prior notice (see clause 8 for information on fees chargeable in these circumstances).

7. Fees

7.1. The fees for therapy or coaching sessions vary depending on your needs. Please contact Dr. Craig Newman on craig.newman@uxcgroup.com for more detailed information.

7.2 Fees for sessions must be paid before the commencement of the session. Where we invoice for other fees, the invoices must be paid within 5 working days of the date of invoice. Cancellation Fees must be paid within 5 working days of the date of cancelled or missed appointment.

7.3 We may suspend supply of the Services if you do not pay. If you do not pay us for the Services when you are supposed to or do not pay an invoice when it's due and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend your sessions until you have paid us the outstanding amounts. We will contact you to tell you we are suspending your sessions. As well as suspending your sessions we can also charge you interest on your overdue payments (see clause 7.4).

7.4 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Natwest Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.



8. Cancellations

8.1. To ensure our high standards in our sessions for our clients, we recommend that therapy and coaching sessions occur on a regular basis. We will agree their frequency with you and we ask you to commit to this. Since we lose money if an appointment is cancelled on short notice if you wish to cancel an appointment you must give us at least 48 working hours' notice (for example, if you wish to cancel an appointment on a Monday you must notify us on Thursday of the previous week). Cancellations of appointments made with less than 48 working hours' notice will result in a cancellation fee equal to the cost of the missed session (**Cancellation Fee**). If you fail to attend a session without notice you will be charged the Cancellation Fee.

8.2 If your health insurance company is providing funding, you must check your policy to ascertain how cancellations are handled. If your insurance company requires you to pay personally for cancelled sessions or sessions which you fail to attend without notice you will be personally responsible for paying the Cancellation Fee in accordance with clause 7.2.

8.3 All cancellations, where payment has been made using card services, will incur a 10% administration fee to cover payment processing fees.

8.4 Late cancellations (within 48 hours or after a first session) of purchased membership in group programmes will incur a 40% fee, to support the reduction of price to encourage new members to enter an partial programme. If a cancellation is requested after 50% or more of the programme has been delivered (attended or not) will incur a 100% fee, due to the inability to recover costs.

9. Email and Telephone Policy

9.1. If necessary, your psychologist can receive email communication in the form of confidential reports and letters, and/or additional information. Your psychologist may also make or receive telephone calls related to your support or speak to you on the telephone.

9.2 Such additional work as is set out in clause 9.1 shall incur an additional fee. Such fees will be calculated as the hourly fee charged for your coaching / therapy (**Hourly Fee**) multiplied by the time spent. These additional charges must be paid by you or your insurance provider. We will invoice these fees to you. Invoices must be paid in accordance with clause 7.2 above.

9.3. Your psychologist cannot guarantee rapid responses to email communication due to the high volume of emails that your psychologist receives.

9.4 It is important to be aware that communications of a clinical nature and especially clinical decision-making will not be encouraged or engaged in by your psychologist via email and telephone. In our experience clinical conversations are best communicated face-to-face during your scheduled appointment.

10. Prior to your initial appointment

10.1. Prior to your first appointment we may send you a questionnaire to complete to help us more fully understand the background to your current concerns. This is a detailed document about your situation or that of your family and we ask that it is completed and either (a) scanned and returned by email or (b) brought to your initial appointment.



11. Anti-Discrimination Policy

11.1. Your psychologist respects difference and diversity. Differences include sexuality, sexual preference or orientation, religion, political beliefs, ethnicity, disability, gender expression or age.

12. Health and Safety

12.1. Your psychologist will take the utmost care and due diligence when working with you as a client and will adhere to all the health and safety regulations which apply to your attendance at the coaching / therapy space.

13. Complaints

13.1. We hope you will never have to complain about the service provided by UXClinician Limited but if you do have a concern please put it in writing to the CEO, Dr Craig Newman (craig.newman@uxcgroup.com).

14. Other important terms

14.1 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.2 Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.3 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 breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

14.4 These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts.