

WBP Dorset Ltd - Terms & Conditions

1 General Information

- 1.1 This Agreement is a legal document which sets out your rights and obligations, and those of WBP Dorset Ltd, a company registered in England and Wales under the company registration number 13137704
- 1.2 By registering with or using WBP Dorset Ltd services you agree to the terms of this Agreement, and you confirm that agreement every time you use it.
- 1.3 Visitors to our websites who do not register affirm that they are bound by this Agreement each time they access WBP Dorset Ltd's services and website as a User. You should be aware that this Agreement may vary from time to time without notice.
- 1.4 Any Treatment within a Therapy Session ("Treatment Session") resulting using, or as a direct result of WBP Dorset Ltd, by Our Therapists whilst operating on behalf of WBP Dorset Ltd, is also bound by this agreement.
- 1.5 The information provided on or from our websites is intended to give general information about counselling psychotherapies, and other services and for the provision of such. The information is not intended to be relied upon or to be a substitute for health advice from your GP or other healthcare professional. Accordingly, we do not accept any liability for any loss that may arise from reliance on any of this information. If you are concerned about your symptoms or have any other concerns or questions about your health or medicines, you should always consult an appropriate healthcare professional.

2 Registration

- 2.1 You undertake to register with WBP Dorset Ltd using accurate and current information about yourself – including your correct name, address and any other requested details as these details are relied upon in providing advice and services to you.
- 2.2 As part of the registration process for WBP Dorset Ltd, you will receive a confirmation email, the purpose of which is to take reasonable steps to ensure that the email address you have supplied during registration is controlled by you.
- 2.3 As well being able to view the WBP Dorset Ltd website to browse like any non-registered visitor, in accordance with our Privacy Policy, Registered Users may:
 - Book and make payments for Sessions with Our Therapists.
 - Receive emailed messages and telephone calls, which will be sent to the email address or telephone number contained in your details (which are provided during Registration and may be updated subsequently)
 - Receive requests for your feedback, as a result of receiving a Session from one of our therapists, thus enabling us to maintain and improve our products and services.
 - Opt to receive emails selected during the Registration process (as added to, or deselected, subsequently), such as details of exclusive offers we may be able to offer you.
 - After payment is cleared and a session is arranged directly with the Therapist, view released information about that therapist.
- 2.4 We are not an internet service provider, however. In order to avail of web based services, you must have internet access and all the software, and skills, required for email and web usage.

3 Privacy Policy

- 3.1 WBP Dorset Ltd Privacy Policy forms part of this Agreement, and by agreeing to this Agreement, you also give your consent to the way we may handle your personal information in that policy. Given the global nature of the World Wide Web, any provisions of details which are displayed publicly on the website (for example, on the public listing of therapists for individual bookings) are of course, accessible to internet users around the world. Details which are viewed via a secure server, after you have logged in with a username and password however will not be accessible to non-registered users of WBP Dorset Ltd Service.

4 Additional Services

- 4.1 WBP Dorset Ltd or its affiliates may offer new or additional services through WBP Dorset Ltd from time to time. Your use of those services may be subject to additional terms and conditions, or rules of use, with which you must comply. Provided that those terms or rules are notified to you from WBP Dorset Ltd in an appropriate manner (as determined by WBP Dorset Ltd in its reasonable discretion), any failure by you to comply with a material provision of the terms or rules governing those services will amount to a breach of this Agreement.

5 Operation of WBP Dorset Ltd

- 5.1 While we will make reasonable efforts to provide the service, We will not be liable for any failure to provide the service or any part of the service for any cause that is beyond our reasonable control including, in particular, any suspension of the service resulting from maintenance and upgrades to our systems or those of any other party used to provide the Service.
- 5.2 We reserve the right to withdraw or modify one or more aspects of the WBP Dorset Ltd service where we have legal or technical reasons to do so (including technical difficulties experienced by WBP Dorset Ltd or on the Internet). There may also be times when WBP Dorset Ltd services becomes unavailable, whether on a scheduled or unscheduled basis.
- 5.3 We may, where we consider it appropriate for your or our protection, suspend, withdraw, or restrict the use of WBP Dorset Ltd services or any part of the Service. We will tell you as soon as practicable if we take such action. We may also end the operation of the WBP Dorset Ltd service at any time by giving you reasonable notice.
- 5.4 For security or other reasons, we may require you to change your security details which facilitates access to WBP Dorset Ltd websites.

5.5 Available information is constantly changing and the way the internet and your computer works, may mean you do not always receive the latest version, or a complete version, of our website. Whilst we do everything, we can bring you the trustworthy and reliable information we cannot give an absolute guarantee that every piece of information on our website is true, accurate or up to date at all times.

6 Misuse of WBP Dorset Ltd services.

6.1 We reserve the right:

- To suspend or terminate any User's access to WBP Dorset Ltd, or parts of it, and/or to edit, or require the User to edit, material posted on WBP Dorset Ltd, if the relevant User or material appears to us to be in breach of any provision of this Agreement.
- Any person whose access has been suspended or terminated must not re-register for, or re-access, WBP Dorset Ltd without our written prior consent.

7 Security Procedure

7.1 You must keep your Security Details secret.

7.2 You must take all reasonable precautions to prevent the fraudulent use of your Security Details.

7.3 You should not record your Security Details in any way, which may result in them becoming known to another person.

7.4 If you suspect someone knows your Security Details you must contact us immediately. If you fail to do so, you will be liable for any unauthorised transactions or communications on your Account.

7.5 You will be responsible for all instructions received by us between the time you pass the security procedure until you exit from the Service. Please note that this includes any input errors or instructions sent by someone other than yourself so please do not leave the device you are using to access this service unattended while you are still logged onto our site.

8 Relevance

8.1 WBP Dorset Ltd is intended to be used by its users for the purposes referred to in this agreement. Accordingly, users must not:

- Place material on, or otherwise use, WBP Dorset Ltd for any business or commercial purpose beyond that provided in WBP Dorset Ltd' Role; or
- Use your access to WBP Dorset Ltd, or information gathered from it, for the sending of unsolicited email, mail or telephone calls (sometimes known as 'spam' or 'junk mail') or for any other marketing purposes other than the promotion of the WBP Dorset Ltd Service.

9 Fees

9.1 We may add new or additional services from time to time which require the payment of fees – either to us or a nominated third party – on terms which will be provided to you at the time.

9.2 You acknowledge that we are entitled to alter the amount or the basis of the calculation of our fees from time to time, provided that such amount or basis is clearly stated at the time when you agree to take the relevant WBP Dorset Ltd Service.

9.3 We also reserve the right to introduce a fee for the use of part, or all, of WBP Dorset Ltd for which no fee had previously been charged.

9.4 We do not offer refunds where alternative arrangements can be offered following any event that might delay the delivery of a service either by the client or business.

9.5 In the event of the business choosing to give a refund after due consideration of clause 9.4, the client will accept a £25 administration fee to be deducted from the agreed refund amount.

10 Prohibitions

10.1 You are responsible for ensuring that no material you post, or which is posted through a computer or device on which you access WBP Dorset Ltd, nor any activity or communication you make in connection with any WBP Dorset Ltd Service, will be capable of:

- Infringing the intellectual property or other rights of any person or entity, breaching any applicable law, whether criminal, tortious or otherwise, or
- Appearing to be offensive, threatening, obscene, pornographic, false, unreliable, or misleading.

11 Withdrawal of material and Termination of User Access

11.1 Each User acknowledges that we are entitled to withdraw any material on WBP Dorset Ltd which appears whether based on information received from users, therapists, or others, or our own determination to be capable of breaching any part of this Agreement, or to bring WBP Dorset Ltd into disrepute.

11.2 Each User acknowledges that we are unable to always monitor material which appears on WBP Dorset Ltd, or monitor all communications outside of WBP Dorset Ltd, and that we are reliant upon You and all users to notify us of anything you see, hear, or become aware of which appears likely to breach this agreement, using the contact information and notification forms which are made available from WBP Dorset Ltd services.

12 WBP Dorset Ltd Role

12.1 You, whether you are a Registered User or Non-Registered User who visits WBP Dorset Ltd services, acknowledge that we operate as a central booking facility for Therapists throughout the UK.

- 12.2 For every booking as a result of referrals and information gained through WBP Dorset Ltd, WBP Dorset Ltd will receive a reasonable payment at an agreed rate from each transaction (in addition to other the transaction costs and charges incurred through processing payable to other parties). Any arrangement by intention or otherwise, which aims to avoid these payments (successfully or unsuccessfully) is considered a breach of this agreement and charges for the recovery of these payments and other costs incurred will be sought.
- 12.3 WBP Dorset Ltd has taken reasonable steps to ensure that all Therapists whose details appear on WBP Dorset Ltd have achieved recognised standards of training and experience through their qualifications. We have also taken steps to contact suitable references of each Therapist in order to gain information related to the skills and proficiency of each Therapist. Each Therapist has also undertaken an interview with one of our staff to assess skills against a number of other selected criteria. (Interviews may be via telephone, skype or in person).
- 12.4 WBP Dorset Ltd will make best endeavours to ensure services are provided effectively however WBP Dorset Ltd does not, and cannot, monitor the day-to-day activities of its individual Users and Therapists.
- 12.5 All discussions with regards to prices of repeat services beyond those initially provided by WBP Dorset Ltd, must involve the express permission of WBP Dorset Ltd for them to be able to administer the sessions at all times.

13 Disciplinary Action

- 13.1 WBP Dorset Ltd Disciplinary Panel will deal with any complaints received regarding WBP Dorset Ltd Therapists, including complaints that involve any breach in the Code of Ethics relating to the Therapists professional body. These will be assessed, and penalties may be administered against the Therapist or Member concerned.
- 13.2 WBP Dorset Ltd Disciplinary Panel may decide not to investigate any such referral or complaint if it decides that there is insufficient evidence of professional misconduct to warrant further enquiry. It follows that referrals or complaints should present appropriate supporting evidence to justify an enquiry.

14 Disclaimer and Release

- 14.1 WBP Dorset Ltd has limited control over or responsibility for the truth or accuracy of any material available from WBP Dorset Ltd, whether provided by Users, Therapists, or others.
- 14.2 If any third-party sites are linked to or from WBP Dorset Ltd, this does not mean that we endorse or have any responsibility for the site in question, or anything which appears on it.
- 14.3 WBP Dorset Ltd is not liable for the contents of any external internet sites listed, nor does it endorse any commercial product or service mentioned or advised on any of the sites.
- 14.4 You should exercise no lesser degree of caution in appraising what you see on WBP Dorset Ltd than you do offline.
- 14.5 Even though users are prohibited from doing so, people may provide information, or otherwise behave, in a way that is unreliable, misleading, or even illegal. In such situations, please contact the relevant government officials and contact us so that we may take further reasonable steps to reduce such actions in the future.
- 14.6 Your use of WBP Dorset Ltd is entirely at your own risk. All content is provided for general information only and should not be treated as a substitute for the medical advice of your own doctor or any other health care professional. WBP Dorset Ltd is not responsible or liable for any diagnosis made by a user based on the content of this website. Always consult your own GP if you are in any way concerned about your health.
- 14.7 Accordingly, to the extent that the law permits, you release WBP Dorset Ltd, its directors, contractors and employees from all liability arising out of or in connection with WBP Dorset Ltd and the material included here by Users, Therapists, and other third parties.

15 Trademarks and Intellectual Property

- 15.1 You acknowledge that all copyright, trademarks, and other intellectual property rights in and relating to WBP Dorset Ltd (including the material which is contributed by Users) are owned by WBP Dorset Ltd. Although it is easy to copy material which appears on websites this does not mean it is legal. No-one may copy, distribute, show in public or create any derivative work from WBP Dorset Ltd, or any of the material which is found on WBP Dorset Ltd unless properly licensed to do so by us. Any information obtained must not be amended, provided to anyone outside your organisation or used for any commercial purpose unless otherwise agreed in writing by us.
- 15.2 Any copyright infringements found (including text, images, logos, etc.), will be charged a minimum of £1500+VAT per copyright breach, plus costs incurred in recovering this fee. If you do not wish to be charged this value, do not breach our copyright. If you copy and redistribute anything from this website, you agree that you knowingly accept these terms.
- 15.3 The words, logo, or mark "WBP Dorset Ltd" however represented, including stylised representations, all associated logos and symbols, and combinations of any of the foregoing with another word or mark, are the trademarks of WBP Dorset Ltd or third parties (the "Trademarks"). You shall only make fair use of the Trademarks and will not use them:
- as or as part of your own trademarks; in a manner which is likely to cause confusion;
 - to identify products to which they do not relate;
 - to imply endorsement or otherwise of products or services to which they do not relate;
 - or in any manner which does or may cause damage to the reputation of any WBP Dorset Ltd currently include but are not limited to:
- 15.4 In accordance with our Privacy Policy, by submitting any material to WBP Dorset Ltd beyond that noted as Confidential (including any text, photographs, graphics, video, or audio, such as through our online forums, guest books, feedback areas, etc.) You agree to grant WBP Dorset Ltd a perpetual, royalty-free, non-exclusive, sub-licensable right, and license to use,

reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to in business. Your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in our Privacy Policy. By submitting any material, you are representing that you are fully entitled to do so. If you do not want to grant to WBP Dorset Ltd the rights set out above, please do not submit any material.

16 Excluded Loss

16.1 We will not be liable to you or any third party for any indirect or consequential loss or damage, or for any loss of data, profit, revenue, or business, howsoever caused (whether arising out of any negligence or breach of this Agreement or otherwise). WBP Dorset Ltd will also not be liable for any failure to perform its obligations under this Agreement caused by matters beyond its reasonable control.

17 Maximum Liability

17.1 Without limiting the preceding Clause, during any session booking or as a result of, the aggregate liability of WBP Dorset Ltd under this Agreement (whether arising in negligence or otherwise) will not under any circumstances exceed the amount equal to the sums paid by you to us by way of any fees for each session, regardless of the cause or form of action.

17.2 Any action or claim for loss, damages, or personal injury, must first be directed to the therapist or contractor with whom the treatment or contact was received or intended. Only after maximum progress of such action with the therapist or Contractor, or where deemed necessary by the courts, shall WBP Dorset Ltd become liable.

18 Non-excluded Liabilities

18.1 Nothing in this Agreement limits WBP Dorset Ltd liability for death or personal injury resulting from our negligence, or any other liability which may not by law be excluded. Any statutory rights you may have as a consumer remain unaffected.

19 Indemnity

18.2 You agree to indemnify us against all liabilities, claims and expenses that may arise from any breach of this Agreement by you or through a machine on which you access WBP Dorset Ltd.

20 Assignment

20.1 We reserve the right to assign this Agreement, and to assign or subcontract any or all of our rights and obligations under this Agreement. You may not without the written consent of WBP Dorset Ltd dispose of this Agreement.

21 Entire Agreement

21.1 This agreement includes our Privacy Policy and other Terms and Conditions made clear throughout WBP Dorset Ltd. Together they contain the whole of the agreement between us and you concerning WBP Dorset Ltd, and they replace all earlier agreements and understandings with you, except for any fraud or fraudulent representation by either of us. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

22 Changes to this Agreement

22.1 WBP Dorset Ltd reserves the right to change this Agreement from time to time and post the latest version on the WBP Dorset Ltd websites. When we do so, it remains your responsibility to ensure you have viewed the most recent update version of these terms, and the new version of these Terms and Conditions will take effect, and will govern your relationship with WBP Dorset Ltd, immediately upon the use of any of WBP Dorset Ltd services (or such later date as WBP Dorset Ltd indicates in this Agreement).

22.2 If you do not wish to be governed by the latest version of the Agreement, you may notify us on or before the date when the latest version of the Agreement is to take effect, and from that date you must cease to use WBP Dorset Ltd.

23 Severability

23.1 In the event that any term of this Agreement is held to be invalid or unenforceable by judicial decree or decision, the remainder of this agreement shall remain valid and enforceable.

24 Law

24.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

25 Termination

25.1 You may terminate this Agreement by notifying us. The notification will not be effective until we have received it and provided confirmation of receipt to you.