

EMDR Client Agreement

This agreement is made on and effective from 1st January 2022.

PARTIES

Clap and Toot Ltd, a limited company with company number 1253 1176 and with its registered office at 147 Station Road, London E4 6AG ('The practice' or 'we'); and the client ('you').

Thank you for choosing EMDR (eye movement desensitisation and reprocessing) to be part of your child's reflective journey. We are excited to begin working with you.

It is important for us to maintain high standards of service the practice provides. As such, the practice places a strict limit on the number of slots available. Once those slots have been filled, we stop marketing for our service and do not take more clients. When you sign this agreement, you confirm your commitment to the number of sessions we agreed to carry out thereafter. You will be responsible for payment in full of the price for our services and you will not be entitled to any refunds.

BACKGROUND

We provide EMDR services and you and the practice wish to enter into this agreement to set out the terms and conditions that will apply in respect of the services to be provided by us to you.

This contract sets out:

- your legal rights and responsibilities,
- the practice's legal rights and responsibilities, and
- certain key information required by law.

If you would like to speak to us about any aspect of this contract, please contact our service manager Crystal Luk-Worrall by:

- e-mail: crystal@clapandtoot.com

1. Introduction

1.1 If you sign up for our EMDR services ('services') you agree to be legally bound by this contract, including the details of the EMDR sessions which are set out in the services description at the end or any additional services which may be set out in a services description agreed between us in the future.

1.2 When using our services you also agree to be legally bound by our website terms of use and privacy policies.

2. Information we give you

2.1 Certain sections of this contract only apply to you and the practice if you are a 'consumer', that is if you are an individual acting for purposes which are wholly or mainly outside your business or profession. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that the practice must give you certain key information before a legally binding contract between you and the practice is made (see the summary box below). The practice shall give you this information in a clear and understandable

way either in the main body of this contract together with the services description at the end or in any services description agreed between us in the future (“services description”).

We shall give you information on:

- the main characteristics of the services you are buying
- who we are, where we are based and how you can contact us
- the price of the services
- the arrangements for payment, carrying out the services and the time by which we shall carry out the services
- how to exercise your right to cancel the contract in the cooling off period if you are a consumer
- my complaint handling policy

3. Signing up for our services

3.1 The contract between us will commence on the date stated above and will continue unless and until it expires or is terminated by either of us in accordance with clause 12.

3.2 Each service description is a separate contract incorporating the terms of this agreement.

3.3 Any quotation given by us before we confirm our services in a written services agreement is not a legally binding offer by us to supply such services. Any prices set out in a quotation remain valid for 14 days.

3.4 We shall only enter into a legally binding contract to provide services when a written services description has been agreed by you and the practice.

4. Carrying out the services

4.1 If you are a consumer you have protection under consumer rights legislation, including that the services must be carried out with reasonable care and skill.

4.2 We shall carry out the services within the time period which is set out in the relevant services description.

4.3 All therapy sessions (including rearranged sessions) must be taken within the timeframe specified in the relevant services description or they will expire.

4.4 You can ask for a refund for a cancelled session providing you give us at least 24 hours' notice. If you give us less than 24 hours' notice, fail to turn up to a session, you will be deemed to have taken the session and you will not be able to reschedule it or entitled to any compensation for missing it.

4.5 Sessions usually take place in our studio (1 Miller Road, London SW19 2DB), remotely via Zoom or any other means of delivery agreed with you in advance. There will be an additional charge for sessions or meetings that require us to travel to you.

4.6 We highly recommend giving consent to record the EMDR sessions for supervision purposes. Please see and select the appropriate items in the consent form. You must complete and sign the consent form prior to you or your child's first session with us.

4.7 Our services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services. We shall make reasonable efforts to limit the effect of any of those events, We shall keep you informed of the circumstances and we shall try to restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include illness, pandemics, epidemics, IT issues and problems with internet connectivity, any law or action taken by a government or public authority or if you change the services you require from us and we have to do extra preparation.

4.8 Where a session or event is due to take place in person, We reserve the right to move that session or event online where circumstances make it necessary to do so.

5. Your responsibilities

5.1 You will pay the price for the services in accordance with the relevant services description.

5.2 It is very important that we have a full understanding of your child's developmental needs, medical needs and mental health needs. You will

provide us with such information and assistance (and ensure that any information is complete and accurate) as we reasonably need to provide the services.

5.3 You and the practice shall agree a method of communicating with each other between sessions and adhere to that method.

5.4 Your child's mental wellbeing is dependent on various factors. You acknowledge that deciding how to handle any issues which may arise within your family, the choices you make in relation to them and whether or not you follow through on any agreed recommendation is exclusively your responsibility. For this reason, although we fully expect great results to come from therapy sessions with your child, we cannot guarantee any specific outcomes or that all clients will achieve the same results. The results are dependent on external factors, your commitment and the effort you put in to supporting the therapy sessions and the actions we agree where appropriate.

5.5 Our therapists are registered with Health and Care Professions Council. Our speciality is working with children with emotional behavioural needs, including adopted children, bereaved siblings and children who experienced early childhood trauma. The therapists' role is to offer a space for children to express and explore their emotions and trauma safely and to develop emotional resilience for the future.

5.6 If your child is currently receiving treatment/ therapy sessions from another healthcare professional, by entering into this agreement you confirm that you have consulted with this person regarding the advisability of working with an EMDR practitioner and that this person is aware of and supports your decision to proceed with the EMDR programme described in the relevant services description.

5.7 You will keep us informed of any changes to your medical health or personal circumstances.

6. Charges and payment

6.1 VAT is not applicable in services we provide at this point. All quotes are therefore exclusive of VAT.

6.2 The price for the services is set out in the relevant services description.

6.2.1 We require full payment in advance in order to provide the services.

- 6.2.2 For EMDR Assessment, we shall send you an invoice in respect of our fees in advance for the service. The invoice would be due on or before the date of the first session or meeting. Your slot would only be secured upon payment.
- 6.2.3 For recurring sessions, we shall send you an invoice on 25th of the month prior to the sessions. The invoice would be due on or before the date of the first session of each month. For instance, we send invoice for sessions in March 2022 on 25th February 2022. If your sessions are scheduled on Friday, the fee would be due on Friday 4th March 2022.

6.3 The fees are non-refundable except for:

- 6.3.1 if you are a consumer, your right to a 'cooling off' period, as described in clause 7 below;
- 6.3.2 where we cancel a therapy programme (other than under 12.3 below) you are entitled to a partial refund for sessions which you have paid for in advance and which you have not received.
- 6.3.3 In all other circumstances we are not able to refund to you any of the payments you have made, and you remain liable for the whole price of the services even where you do not complete your sessions with us, as; (a) payment is for the programme as a whole, not individual sessions; (b) we care about our service level and so we admit a limited number of people, therefore you are liable to pay the full cost of the agreed duration of therapy programme as we shall stop marketing the service and not take on any more clients once session slots have been allocated; and (c) this policy is also a reflection of the amount of preparation we need to put into the sessions to make it most effective for your family and the amount of time we shall dedicate and set aside for preparing for and attending our sessions together. This approach also helps you with your own accountability and commitment to improving your family's wellbeing while engaging in therapy sessions with me.

6.4 Our refund policy is as follows:

- 6.4.1 If you are a consumer, you have the right to a refund during the 'cooling off' period, as described below;
- 6.4.2 where we cancel a programme (other than under 12.3 below) you are entitled to a partial refund for sessions which you have paid for in

advance and which you have not received.

- 6.4.3 where you wish to cancel this contract and you give us one month's notice in writing, we shall give you a partial refund for sessions which you have paid for in advance and which you have not received, but we shall deduct reasonable compensation for the net costs we shall incur as a result of your ending the contract.

6.5 Payment is via direct transfer to our bank account.

Clap and Toot LTD

Tide Bank

Sort code: 04-06-05

Account number: 1696 1360

6.6 If any of your payments are not paid on the due dates, we may charge interest on any balance outstanding at the rate of 4 percentage points a year above HSBC Bank plc's base rate.

6.7 We shall give you written notice at least 28 days in advance of any increase in our fees. If the increase is not acceptable to you, you may within 10 days of the date of the notice, terminate this contract by giving written notice to us. In these circumstances the services will cease 28 days after the original notice of the price increase.

7. Cooling off period for consumers

7.1 If you are a consumer, subject to 7.3 you have the right to cancel this contract within 14 days of signing up without giving any reason.

7.2 The cancellation period will expire 14 days after the date of the contract.

7.3 However, if you confirm to us that you wish for us to start to provide the services within the 14 day cooling off period, then at this point our refund policy set out in clause 6.4 will apply and if you subsequently exercise your right to cancel during the 14 day cooling-off period you will have to pay our reasonable costs of services provided within that time. You confirm you wish for us to start to provide the services within the 14 day cooling off period by doing any of the following during that time: booking a session with us for which the allocated date and time will then, also as a service, be reserved for you to the exclusion of all others; or accessing or downloading any digital resources we make available to you; or accessing any other supporting materials made available to you.

7.4 If you cancel this contract in accordance with the cooling off period in clause 7.1, We shall reimburse to you all payments received from you promptly and using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise. However, this will only be the case if you have not confirmed to us that you wish for us to provide the services as specified in clause 7.3. for which you will have to pay our reasonable costs.

8. Intellectual property

8.1 If we provide you with any materials, whether digital or printed, any intellectual property in those materials belongs to the practice and unless we agree otherwise you can only use those materials for your own

personal use and you may not share them with third parties.

9. How we may use your personal information

9.1 We shall use the personal information you give to us to:

- 9.1.1 provide the services;
- 9.1.2 process your payment for the services; and
- 9.1.3 inform you about any similar products and services that we provide (though you may stop receiving this information at any time by contacting our service manager).

9.2 For full details of how we deal with your personal data, see our privacy policy here <https://www.clapandtoot.com/privacy-policy>

9.3 We shall not give your personal information to any third party unless you agree to it.

10. Confidential information

10.1 All information shared by you and your child on a one to one basis will be kept strictly confidential, except when releasing such information is required by the Children's Act (1989) and the Care Act (2014) and/or where we consider it necessary to do so in good faith because of concerns of risk to yourself or others, or to assist the prevention or detection of a crime.

10.2 Where you and your child participates in any group sessions, you agree to keep strictly confidential any information shared by participants in those group sessions and not to share it with any third parties. You will

not use the confidential information of any participant of a group session for your own benefit except with the explicit consent of that participant.

10.3 The obligations in clauses 10.1 and 10.2 will not apply to information which:

- 10.3.1 has ceased to be confidential through no fault of either party;
- 10.3.2 was already in the possession of the recipient before being disclosed by the other party; or
- 10.3.3 has been lawfully received from a third party who did not acquire it in confidence.

10.4 You will not use any Confidential Information for profit or for your own benefit in any way.

10.5 Yours and our confidentiality obligations under this clause will continue after termination of this agreement.

11. Resolving problems

11.1 In the unlikely event that there is a problem with the services, please contact our service manager as soon as possible and give us a reasonable opportunity to sort out any problems with you and reach a positive outcome.

11.2 We may at our option vary or re-perform the services if there is a problem and the terms of this agreement will apply to any re-performed services.

11.3 Nothing in this contract affects your legal rights under the Consumer

Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

12. End of the contract

12.1 If a services description specifies a length of time for services to be provided then subject to clause 12.3 below, the services will terminate at the end of that timeframe.

12.2 If we provide services to you on an ongoing basis and the relevant services description does not specify a timeframe then either you or the practice may terminate the services by one month's written notice to each other.

12.3 Either you or the practice may terminate the services and this agreement immediately if:

- 12.3.1 the other party commits any material breach of the terms of this agreement or a services description and, in the case of a breach capable of being resolved, the breach is not resolved within 30 days of a written request to do so. The written request must expressly refer to this clause and state that the services and this agreement will be terminated if the breach is not resolved; or
- 12.3.2 the other party commits or threatens to commit or is threatened with any act of insolvency under the Insolvency Act 1986.

12.4 If we decide in our absolute discretion that you and the practice are not a good fit for each other, we may terminate this contract immediately on notice, in which case we shall give you a partial refund for any

elements of the services which you have paid for in advance and which you have not received.

12.5 If this contract is ended it will not affect my right to receive any money which you owe to us under this contract and it will not operate to affect any provisions that expressly or by implication survive termination.

13. Limit on our responsibility to you

13.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury caused by negligence), we are not legally responsible for any losses that were not caused by any breach of these terms on our part.

13.2 Our total liability to you is limited to the amount of fees paid by you for the services and you confirm your understanding that the price of our services is calculated bearing in mind this limit on our liability. If you would like us to assume a greater degree of potential liability, please contact our service manager for a revised price for our services.

14. Disputes

14.1 We shall try to resolve any disputes with you quickly and efficiently.

14.2 If you and the practice cannot resolve a dispute using our internal complaint handling procedure and either of us want to take court proceedings, the courts of England and Wales have exclusive jurisdiction in relation to this contract.

14.3 The laws of England and Wales will apply to this contract.

14.4 In the event of a dispute between us, you and the practice agree not to engage in any conduct or communications, including on social media, designed to disparage our or your website, products and services.

15. Entire agreement

These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, assurance or warranty given by or on behalf of the practice which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16. Third party rights

16.1 No one other than a party to this contract has any right to enforce any term of this contract.

