

## **Terms & Conditions**

### **Please read these terms and conditions carefully before using this site**

If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy govern Mindscape Psychology Clinic's relationship with you in relation to this website.

We recommend that you print a copy of these terms for future reference. If you do not agree to these terms of use, you must not use our site.

The content of the pages of this website is for your general information and use only. It is subject to change without notice. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

### ***Who we are***

When we refer to 'Mindscape Psychology Clinic, 'we' 'our' or 'us' in these terms and conditions of use.

At Mindscape Psychology Clinic, our practitioners are self-employed and are regulated by their respective regulatory bodies. The service provider shall at all times be the practitioner.

Mindscape Psychology Clinic provides the consulting rooms and administrative services only.

Mindscape Psychology Clinic will not accept liability for any loss or damage resulting from contact or work with the practitioner. The practitioners are all regulated by one or more of the following regulators:

- The Health and Care Professions Council
- The British Psychological Society
- The British Association for Counselling and Psychotherapy
- The British Association for Behavioural and Cognitive Psychotherapies
- The General Medical Council

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

### ***Payments***

Mindscape Psychology Clinic is under no obligation to offer a transfer or refund any fees paid. All requests for cancellation/refund or transfer must be put in an email to [info@mindscape-psychologyclinic.co.uk](mailto:info@mindscape-psychologyclinic.co.uk)

### ***General Payment Information and Terms and Conditions***

Mindscape Psychology Clinic operates a pre-payment policy. Therefore non-insured patients must make payment prior to the appointment. This can be done by phone (we will be providing details in the first session) within 48 hours of booking an appointment slot. If we do not receive payment your appointment will be offered to another patient. We take all debit and credit cards.

Failure to clear any outstanding balances with your clinician at the Mindscape Psychology Clinic, will result in referral to a third-party debt collection agency, which may result in you acquiring additional charges and interest on the balance owed.

It is the patient's responsibility to inform any third party of the payment terms and conditions for your treatment. Mindscape Psychology Clinic is not responsible for organising payments from third party members.

### ***Cancellation Policy***

Where possible, we will try and re-arrange a session if you notify us well in advance.

Please note that cancellations must always be made at least 48 hours before the appointment otherwise your due fee will be charged in full.

Please be aware that most insurance companies will not cover cancellation charges. Regardless of whether your health insurance typically covers your treatment, these charges are your responsibility.

In the event that you arrive late for your appointment, please be aware that your session may be shortened to less than 50 minutes, and you will still be required to pay the full session fee under these circumstances.

Appointments can be amended or cancelled by emailing or telephoning your clinician directly.

Please note that while the Mindscape Psychology Clinic may send out confirmation emails and reminder texts for your convenience, the responsibility for appointment attendance remains with the patient.

### ***Paying with Health Insurance***

For those patients who intend to claim treatment costs through their insurance company, a valid pre-authorisation code and membership number must be provided to the clinic upon confirming your first appointment. Without a valid pre-authorisation code, the Mindscape Psychology Clinic is unable to request payment from the insurance company and so the patient is liable to cover the cost in full at the time of the appointment.

For all patients receiving treatment under BUPA UK, AXA PPP, Aviva and Vitality we require the authorisation code and guarantee of payment from the insurer within 24 hours of booking the appointment.

Should the patient decide to continue with therapy beyond the end of insurance funding, the full fee will be charged. You may wish to contact your insurance company to establish the terms and extent of your cover. This is particularly important if you would not wish to attend therapy in the absence of cover, as in signing this agreement the responsibility to ensure payment is yours and not that of the insurance company.

If an insurance company fails to settle the outstanding fee within 45 days of the visit, it will be the responsibility of the patient to settle the outstanding fee in full as our contract of service is with the patient, not the insurer. Should an insurance company then agree to cover a consultation, the patient would then be reimbursed in full or provided with a receipt of payment.

If there is a shortfall on the charged amount that the insurance company does not cover, this amount is the responsibility of the patient.

It is the responsibility of the patient to be aware of the Terms and Conditions of their insurance policy and to ensure that the provider is willing to cover all sessions booked as rejected invoices will be redirected to the patient.

### ***Site content***

Neither we nor any third parties offer any warranty or guarantee regarding the accuracy, timeliness, performance, completeness, or suitability of the information and materials available on this website for any specific purpose.

We recognize that the information and materials on this site may contain errors or inaccuracies, and we expressly disclaim any liability for such issues to the fullest extent permitted by law. Your use of any information or materials on this website is entirely at your own risk, and we will not be held liable. It is your responsibility to ensure that any products, services, or information available on this site meet your specific needs. The content provided is not intended as professional advice or a diagnostic tool. You should seek expert advice before acting on any information found here.

We are not responsible for the content of any websites linked to from our site. Such links should not be interpreted as an endorsement of those sites, and we will not be liable for any loss or damage resulting from your use of them.

The site content is not intended to amount to advice on which you should rely or a tool for diagnosis.

This site contains materials owned by or licensed to us, including but not limited to design, layout, appearance, and graphics. Reproduction of this content is prohibited.

### ***Accessing our site***

Access to our site is made available free of charge, although online consultations which are provided for by way of a third party software, such as Skype, are charged for.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them. We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

### ***Linking to our site***

You may link to our site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice. If you wish to make any use of content on our site other than that set out above, please contact us in the first instance.

### ***Applicable law***

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England.

### ***Complaints***

At Mindscape Psychology Clinic we treat your complaint seriously.

In respect of a complaint regards a practitioner, the practitioner will be directly responsible for resolving your complaint and will endeavour to ensure you are satisfied with the outcome. Therefore, we advise you to initially discuss any concern you have informally, directly with your practitioner at your next appointment or via email. Your practitioner will make all efforts to reach a resolution to any complaints within 5 working days from receipt, whether the complaint was received directly from you or through Mindscape Psychology Clinic.

Alternatively, you can contact us by email at [info@mindscape-psychologyclinic.co.uk](mailto:info@mindscape-psychologyclinic.co.uk) and we will forward your complaint directly to your practitioner, who will be responding to your complaint within 24 hours from receipt. If you are not satisfied with how your practitioner has dealt with your complaint, we will advise you of the other agencies you can escalate your complaint to.

Ultimately, your practitioner is subject to the Code of Ethics and Conduct of the professional body they are registered with. Formal complaints and inquiries with regards to specialist assessments, assessment and/or treatment reports, therapy treatments, conduct and ethical issues can be addressed directly to the practitioner's professional body.

We ensure our clients that we learn from complaints and use them to review and improve our service.

## **Privacy Policy**

The purpose of this privacy policy is to describe how we use personal data of individuals who access our psychological services and/or use our website, and informs you of your data protection rights.

**What this Privacy Policy covers:** This Privacy Policy covers our website [www.mindscape-psychologyclinic.co.uk](http://www.mindscape-psychologyclinic.co.uk) and our professional services.

**How we are regulated:** For UK data protection legislation purposes, our self-employed clinicians are registered with the Information Commissioner's Office.

**Customer Relationship Centre contact details:** If you would like to get in touch on a service or website related query, you can contact us by using the [Contact Us](#) link on the website.

Mindscape Psychology Clinic respects the privacy of every individual who visits its website. Your data will be treated in accordance with relevant European Union legal provision.

The General Data Protection Regulation (GDPR) which is EU wide and far more extensive than its predecessor the Data Protection Act, along with the Privacy and Electronic Communications Regulations (PECR), seek to protect and enhance the rights of EU data subjects. These rights cover the safeguarding of personal data, protection against the unlawful processing of personal data and the unrestricted movement of personal data within the EU and its storage within the EEA.

Mindscape Psychology Clinic will not collect personal information about you using cookies however by enabling cookies or keeping cookies enabled, you are providing your consent to Mindscape

Psychology Clinic storing cookies on your browser. Please note that disabling cookies is likely to impact website functionality and your experience of the Mindscape Psychology Clinic website.

## **Data Protection**

This document refers to personal data, which is defined as information concerning any living person (a natural person who hereafter will be called the Data Subject) that is not already in the public domain. Mindscape Psychology Clinic keeps confidential records and statistics about its clients.

All records are kept securely and are only seen by authorised Mindscape Psychology Clinic personnel. These records are subject to the General Data Protection Regulation May 2018.

We protect the data in strict accordance with the Principles of the European Union Data Protection Framework Directives, in particular the General Data Protection Regulation May 2018.

Some of the information we may collect is classified as sensitive personal data and we can only use such data where we have your explicit consent. Your personal and sensitive personal data will only be used in order to provide the service to you and for managing and quality assuring the service. We will keep the data up to date and not retain the information longer than is necessary.

We aim to ensure that the personal data stored will be accurate, relevant and not excessive. We will keep data securely to prevent unauthorised access by other people.

## **Personal Data We Collect And Process**

We may collect and process the following data about you:

**Data you give us.** You may give us information about you by filling in forms on our site or through the questionnaires we ask you to complete, or by corresponding with us by phone, email or otherwise. This includes information you provide when you register to use our site, subscribe to any updates, request or receive psychiatric consultation and psychological therapy through our site, participate in social media functions on our site, complete a survey or report a problem with our site. The information you give us may include your name, address, email address and phone number, financial and credit card information, personal description and medical history.

**Data we collect about you.** With regard to each of your visits to our site we may automatically collect the following data:

Technical data, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform

Your behaviour information collected via use of cookies and similar technologies like pixels, tags and other identifiers in order to remember your preferences, to understand how our website and app(s) are used and to customize our marketing offerings; data about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time); pages you viewed or searches you carried out; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number

Data we receive from other sources. We may receive data about you from third parties we work closely with (including, without limitation, medical practitioners, business partners, sub-contractors in technical, payment and delivery services, analytics providers, search information providers).

We can use this information:

- To promote treatments for patients with all types of mental health problems indicated for psychological care.

- To meet our contractual obligations obtained from explicit Patient Consent and legitimate interest to respond to enquiries concerning the services provided.
- To send you relevant information about products and services.
- To provide the service to you and for managing and quality assuring the service.
- To email you from time to time about promotions and services which we think may be of interest to you - only if you have given explicit consent to receive news from us via email.

If you choose to receive information or other communications from us, you can select that option by ticking the relevant box on the registration form. You can also contact us at any time if you don't want to receive any more communications from us by using the [Contact Us](#) link on the website.

### **Consent And Right To Withdraw Your Consent**

Through agreeing to this privacy notice you are consenting to Mindscape Psychology Clinic processing your personal data for the purposes outlined.

You can withdraw consent at any time by using the [Contact Us](#) link on the website.

### **Disclosure**

Mindscape Psychology Clinic will keep your personal information safe and secure, only staff engaged in providing your treatment will have access to your patient records, although our administration team will have access to your contact details so that they can make appointments and manage your account.

Mindscape Psychology Clinic will not disclose your Personal Information unless compelled to, in order to meet legal obligations, regulations or valid governmental requests. The practice may also enforce its Terms and Conditions, including investigating potential violations of its Terms and Conditions to detect, prevent or mitigate fraud or security or technical issues; or to protect against imminent harm to the rights, property or safety of its staff.

### **Retention Policy**

Mindscape Psychology Clinic will process personal data during the duration of any treatment and will continue to store only the personal data needed for seven years after the contract has expired to meet any legal obligations. After seven years all personal data will be deleted, unless basic information needs to be retained by us to meet our future obligations to you, such as erasure details.

Records concerning minors who have received treatment will be retained until the child has reached the age of 25.

### **Where We Store And Process Your Personal Data**

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted. Where we have given you a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential and we ask you not to share a password with any other parties.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

### **Who We Share Personal Data With**

If you have allowed us to use your personal information for the purposes above, we may share your personal data for the following purposes:

We may disclose your personal data to third parties to the extent required by law, court order or a decision rendered by a competent public authority and for the purpose of law enforcement.

In addition, we may share your personal data with those third parties who need to handle it so we can provide to you the products, services you have signed up to or requested, for example, to provide administrative, marketing and advertising support services and for optimised website services.

We do not sell your personal data or share the said data with third parties, except to the extent stated in this Privacy Policy.

We have safeguards in place with our service providers to ensure that your data is kept securely and used in accordance with the purposes set out in this Privacy Policy.

### **Your Data Protection Rights**

You have the right to access personal data that Mindscape Psychology Clinic holds on you, correct any inaccuracies and request the deletion of personal data, upon the occurrence of one of the conditions indicated in art. 17, par. 1 of the GDPR and in compliance with the exceptions provided for in paragraph 3 of the same article.

Mindscape Psychology Clinic recognises that on rare occasions our clients may wish to exercise their rights under the General Data Protection Regulation May 2018 and make a subject access request in respect of their personal information held by Mindscape Psychology Clinic. If at any time you wish to exercise your right under the Act you should put your request in writing to the Practice Manager, enclose a cheque for £25 and provide evidence of your identity such as a copy of your passport or driver's licence and proof of your address. When we receive your written request, the £25 fee and evidence of identity we will respond to your request within 40 calendar days.

Mindscape Psychology Clinic's response to a valid subject access request will normally be in the form of a schedule listing and describing the personal data we hold on them. By accessing our services, you acknowledge that you understand and agree with Mindscape Psychology Clinic's subject access policy for records.

### **Updating And/Or Deleting Your Personal Data**

We encourage you to update your personal data provided to Mindscape Psychology Clinic any time there are changes in your personal data. <sup>[1]</sup><sub>[SEP]</sub>

Your personal data can be deleted from Mindscape Psychology Clinic servers unless we are entitled or obliged by applicable law and regulations to keep and process such information regardless of withdrawal of your consent. <sup>[1]</sup><sub>[SEP]</sub>

Following your request for deletion of your personal data, these will be deleted from our servers without undue delay; please note it may take a period of up to two (2) months to ensure complete deletion of any information stored in our back-up. <sup>[1]</sup><sub>[SEP]</sub> You may also contact Mindscape Psychology Clinic to review, update or delete personal data stored about you. For relevant contact details please see section 18 below. Please note that prior to accessing and requesting changes to your data, we will need to verify your identity properly.

### **Other Information Collected During Your Visit To Our Site**

When you visit our website, [www.mindscape-psychologyclinic.co.uk](http://www.mindscape-psychologyclinic.co.uk) view pages, or download content, our system automatically collects certain data about your visit from the device you use to access the site. This data does not identify you personally; it simply helps us track the number of visitors and the types of devices they are using. This information allows us to enhance the site and make it more beneficial for all users.

The information includes the following:

1. The date and time you access our site.
2. How many and which pages you visit during a 'session' on our site and how long you were on the site.
3. Your Internet domain name (this might be your internet service provider such as BT, Sky, TalkTalk or your place of work) and the 'IP' address (this is a number assigned to your computer whenever you are surfing the web) which allows you to access our website.
4. The Internet browser you use (e.g. Google Chrome, Microsoft Edge, Mozilla Firefox) and your computer's operating system (e.g. Windows 10, macOS).
5. The site you were on before you linked to [theinternationalpsychologyclinic.com](http://theinternationalpsychologyclinic.com) (e.g. Google or Bing if you found us from a search engine).

### **Contact Forms**

If you leave a comment on our site you may opt-in to saving your name, email address and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment. These cookies will last for one year.

### **Protection Of Email Addresses**

Your email address is only used for the purposes of replying to you unless you have given consent as detailed above.

### **Links To Other Websites**

Our website may contain links to other websites run by other organisations which we do not control. This policy does not apply to those other websites, so we encourage you to read their privacy statements. We are not responsible for the privacy policies and practices of other websites and apps (even if you access them using links that we provide) and we provide links to those websites solely for your information and convenience. We specifically disclaim responsibility for their content, privacy practices and terms of use, and we make no endorsements, representations or promises about their accuracy, content or thoroughness.

### **Complaints**

In the event that you wish to make a complaint about how your personal data is being processed by Mindscape Psychology Clinic you have the right to complain to us by using the [Contact Us](#) link on the website. If you do not get a response within 30 days, you can complain to the ICO. The details of the ICO are as follow:

**ICO** - Wycliffe House, Water Lane, Wilmslow, SK9 5AF Telephone +44 (0) 303 123 1113 or email: <https://ico.org.uk/global/contact-us/email/>

### **Contact Details**

If you have questions about this Privacy Policy or the processing of your personal data, please contact us at: [info@mindscape-psychologyclinic.co.uk](mailto:info@mindscape-psychologyclinic.co.uk)