



## **TERMS AND CONDITIONS**

### **Terms of Website Use**

#### **1 Introduction**

These terms and conditions govern your use of the One Counselling (also referred to in these Terms & Conditions as “us”, “we” and “our”), website; by using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

You must be at least 18 years of age to use our website. By using our website you warrant and represent that you are at least 18 years of age.

The One Counselling website uses cookies. By using our website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy.

#### **2 Licence to use website**

One Counselling own the intellectual property rights on the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

#### **You must not:**

- (a) re-publish material from this website (including re-publication on another website);
- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;
- (d) re-produce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) edit or otherwise modify any material on the website; or
- (f) re-distribute material from this website.

#### **3 Acceptable use**

You must not use the One Counselling website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

You must not use our website to transmit or send unsolicited commercial communications.

You must not use our website for any purposes related to marketing without our express written consent.



#### **4 User generated content**

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to the One Counselling website, for whatever purpose.

##### **4.1 You shall not:**

- (a) create any Posting that is, or could be, deemed to be obscene, defamatory, threatening, profane, indecent or degrading;
- (b) create any Posting that contains information obtained or disclosed in breach of confidence or which is otherwise contrary to applicable law or regulation;
- (c) create any Posting that infringes copyright, or any other rights of any third party, or which is otherwise unlawful;
- (d) create any Posting that impersonates any person, company, group or entity or misrepresents a relationship to, or with any of the same;
- (e) create any Posting that is or could be deemed to be the provision of professional advice;
- (f) create any Posting that contains any advertising or promotional material or any chain e-mails, "spam", junk mail, pyramid schemes and/or mail bombs;
- (g) create any Posting that contains a virus or other harmful component;
- (h) create any Posting that disguises the origin of such Posting;
- (i) create any Posting that collects or stores any third parties' personal data;
- (j) create any Posting that prevents or restricts the use of the Site, the Materials, the Downloads and/or the Interactive Sections by other users;
- (k) stalk or harass any third party by means of the Interactive Sections; or
- (l) attempt to disrupt or interfere with the Interactive Sections or any other part of the Site.

**4.2** You hereby grant One Counselling a non-exclusive, perpetual, transferable, royalty-free licence to use, display, reproduce, copy, transmit or amend your Postings. You hereby waive all rights, including (without limitation) any moral rights (in terms of Chapter IV of Part I of the Copyright, Designs and Patents Act 1988, or any analogous rights under any other jurisdiction) that you may have in such Postings.

**4.3** If you have reason to believe that any Posting infringes these terms and conditions or is otherwise objectionable, you will notify One counselling immediately at [info@onecounselling.co.uk](mailto:info@onecounselling.co.uk).

**4.4** One Counselling reserves the right to reveal the identity of anyone making a Posting to a third party where:

- i) requested to do so by a Court of competent jurisdiction; or
- ii) where in One Counselling's opinion that person has breached one or more of the provisions in Clause 4.1 above.



You must not submit any user content to the website that is, or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

One Counselling reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

Notwithstanding our rights under these terms and conditions in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

## **5 Limited warranties**

One Counselling do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

## **6 Limitations and exclusions of liability**

Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms and conditions: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms and conditions or in relation to the subject matter of the terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

No reliance should be made on any of the statements made within the site (other than these terms and conditions and one counselling privacy statement (as set out below)), the materials, downloads, postings and/or third party sites. One counselling excludes to the fullest extent permitted by law all liability (other than liability for death or personal injury) resulting from any such reliance.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

## **7 Indemnity**

You hereby indemnify One Counselling and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.



## **8 Breaches of these terms and conditions**

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## **9 Variation**

One Counselling may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version. One counselling also reserves the right to withdraw, re-location or restructuring of courses and/or services.

## **10 Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **11 Exclusion of third party rights**

These terms and conditions are for the benefit of you and One Counselling, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

## **12 Entire agreement**

These terms and conditions together with our privacy policy constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

## **13 Law and jurisdiction**

The Site originates from, and is maintained in, the United Kingdom. One Counselling makes no representations regarding the legality of access to or use of the Site and/or the Materials and/or the Downloads and/or the Postings from/in other countries. Any export or use of the Materials and/or the Downloads by you must be in compliance with all UK export laws and regulations in effect at the time of such export or use, and is limited as described above in Clause 1 (Intellectual Property and Confidentiality) of these Terms and Conditions.

If you are accessing the site from outside the United Kingdom then you do so at your own risk. You are responsible for compliance with any applicable laws of the country from which you are accessing the site.

These terms and conditions shall be governed by and construed in accordance with the laws of Scotland. Any disputes relating to your access to and use of the Site shall be determined by the Scottish courts.

t: 0141 3574479

e: [info@onecounselling.co.uk](mailto:info@onecounselling.co.uk) w: [www.onecounselling.co.uk](http://www.onecounselling.co.uk)



## **14 Registrations and authorisations**

We hold Public Liability Insurance with Holistic Insurance Services No: HIS22723.

We have Accredited Membership and are registered with the British Association for Counselling and Psychotherapy (BACP).

We are bound by the BACP Ethical Framework for Good Practice in Counselling and Psychotherapy, which sets the standards for good and ethical therapeutic practice.

We receive the appropriate professional Supervision in accordance with BACP guidelines.

## **15 Our details**

The full name of our company is Farida Mutawalli trading as One Counselling

You can contact us by email at [info@onecounselling.co.uk](mailto:info@onecounselling.co.uk)

## **Terms of Service**

### **1 Cancellation**

When you make an appointment, that time is reserved just for you.

If you need to cancel your appointment, please provide 48 hours notice.

The fee for a cancelled appointment without 48 hrs notice is £45 for a on-to-one appointment and £60 for a couples appointment.

### **2 Confidentiality**

Information that you disclose within One Counselling therapeutic sessions is confidential.

Examples of the exceptional circumstances when information would be shared to the relevant authorities are:

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- where disclosure is made at your request or with your consent
- where we are legally required to do so
- where we believe that someone, especially a child or vulnerable adult is at risk of harm
- where we believe you are at risk of harm
- where disclosure is permitted by law and required to protect our interest.

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