**Terms and Conditions**

* **Site Content** –

Any counselling treatment that you receive through Talk Therapy Online should not be substituted for medical care. You should seek medical care in addition to receiving treatment from Talk Therapy Online if your medical professional considers it necessary for medication to be distributed alongside of treatment at Talk Therapy Online.

* **Informed Consent** –
1. Talk Therapy Online distributes telehealth for the client to receive treatment using audio technology and interactive video. Telehealth occurs when the mental health professional and the client are not in the same physical venue. During your initial consultation, details of your personal health may be reviewed. Any private information that is discussed between you and your therapist is strictly confidential.
2. Talk Therapy Online is not any way intended for emergencies i.e. suicide. If you need emergency care, please contact one of the following options or go to your nearest accident and emergency department.

**Samaritans** – **116 123**

**Papyrus – 0800 068 41 41 Text – 07860039967**

**Childline – 0800 1111 (for children and young people under 19)**

**Emergency services 999 or 911**

1. Whilst our services are not intended for emergencies, Talk Therapy Online provides easy access to mental health professionals, reduced waiting times and convenience. Nevertheless, there are possible risks involved when communicating virtually. These risks include:
* Failure of electronic equipment. If this were to happen, your therapist may contact you by other means of communication
* Any electronic systems we use at Talk Therapy Online will comply with software security protocols to safeguard the security and privacy of your personal information. In a rare instance, security protocols could fail, potentially producing a breach of privacy of your personal health information.
1. By accepting these terms and conditions, you acknowledge that you understand and agree with the following:
* You understand that when receiving treatment from our mental health professionals, progress will most likely be achieved. However, results cannot be guaranteed.
* Your mental health professional assigned to you at Talk Therapy Online may decide some or all treatments available are not suitable for your needs. In this case, please contact your physician to enable you to access treatment elsewhere.
* If for any reason you do not agree with your therapist’s decision and the treatment they are providing, you are entitled to a second opinion and can request to receive treatment from another licensed professional at Talk Therapy Online.
* Talk Therapy Online does not accept any health insurance cover and payment must be received in full prior to your sessions with a licenced professional at Talk Therapy Online.

If your subscription includes private messaging services, you can contact your therapist in the given times discussed by your therapist. Please take into consideration that your messages may not receive a reply immediately. You can also email the creator and sole owner of the company at: talktherapyonlineuk@gmail.com. If you are experiencing a crisis, please call the numbers in **subsection b** or go to your nearest accident and emergency department.

**Privacy –** Talk Therapy Online is required to comply with the United Kingdom health care security and privacy laws and is also required to safeguard and protect your private health information. Additionally, any information you provide by making an account/sharing medical information with your therapist is strictly confidential, except for exceptions as described in more detail in our privacy policy. Any information that you provide us, including medical records are stored on secure and encrypted servers maintained by Talk Therapy Online. More information can be found on our privacy policy here.

**Use of Therapy Services by Children –** Talk Therapy Online complies with the Children’s Online Privacy Protection Policy (COPPA). In order for Talk Therapy Online to adhere to this policy children under the age of 13 are not allowed to create an account or share their personal details with staff. Children can use the service providing the only service consumed is in relation to speech and language with a qualified therapist. Nevertheless, a parent or legal guardian must be present for the whole session, including the consultation. If a subscription had been purchased that allows you to instant chat or exchange private messages only a legal parent or guardian is able to instant chat or private message, you must not allow a child under the age of 13 to use these services.

**User Accounts** – When you register on Talk Therapy Online, you are required to create an account by entering your email address, name, password and any other information needed by us. In order to make an account, you must be at least 18 years old. If you have a child that requires speech and language treatment, the account must be made by a parent/legal guardian. You agree that any information that you supply to Talk Therapy Online is accurate and legal. You must not share your password or any other private information with a third party. If Talk Therapy Online believes that there has been a breach of your data on your behalf, we have the right to suspend or terminate your account if necessary. Under no circumstances will Talk Therapy Online be responsible for a breach in your data if you disclose any private information to a third party. Additionally, you may not you anyone else’s account, nor may you allow anybody to use your account.

* **Access Rights –** When you create an account, we hereby grant you access to a non-transferable right to the website. You must use this website and its services for your personal non-commercial use as permitted under these terms and conditions. By agreeing to these terms and conditions, you agree that you will not attempt to impersonate any person for any reason, including to:
* Use of the website and its services by a person under the age of 18
* Use of the site or its services to violate local or international laws
* Reverse engineer, disassemble, decompile or translate any software associated with the site or the services we provide
* Enable viruses or any harmful computer code through the site

In addition to this, you must not verbally abuse or threaten any person when communicating with your therapist. You have the right to provide feedback to your therapist. In return, your therapist has the right to report any client using offensive language, threatening behaviour or being verbally abusive. If you are found in any way guilty of the above statements, your account will be permanently deleted, and legal action may be sought. Talk Therapy Online recommends that you do not use this website or its services on any public computers. Additionally, we suggest that you do not save your password through your web browser or any other computer software.

**Pricing Plans and Fees** – You agree to pay all fees from your bank account in relation to the billing options provided for you in the plans and pricing section. If you select a one-off payment, this will be taken out of your account immediately. Additionality, when you purchase a subscription, payment will be taken out of your account immediately, then again on the last working day of every month for as long as you require the subscription. By providing Talk Therapy Online with your PayPal account and/or your credit/debit details, you agree that Talk Therapy Online is authorised to instantly invoice your account and pay all fees. **Please note, you have the right to cancel your appointment with your therapist, regarding the cancelation is more than 24 hours before your appointment. If you cancel with less than 24 hours’ notice or do not inform Talk Therapy Online that you cannot attend your appointment full payment will still be required and no refund will be given (unless exceptional circumstances apply).**

**Website Links** – Talk Therapy Online will not be responsible for any information, software or links found on any other website. Talk Therapy Online will not post on any website other than this site and the official Facebook page. Any person found to be impersonating Talk Therapy Online will be subjected to prosecution and legal action will be taken.

**Ownership** – Talk Therapy Online and all of its content, features (including but not limited to text, information, software, displays, images, audio and video) belong to the company and is protected by copyright, trade secret, trademark and any other property or proprietary rights laws. When creating an account, you are agreeing to these terms and conditions that you will not reproduce, distribute, modify, republish or download and store any material on the site.

**The Consumer Contracts Regulations (2015)** Talk Therapy Online complies with The Consumer Contracts Regulations (2015). Meaning, the trader (Talk Therapy Online) must provide key information which includes

* A description of the services, including how long any commitment will last on the part of the consumer
* The total price of the goods
* How you pay for the services and when they will be provided to you
* Details of how to cancel
* Make the cancelling process easy
* Information about the trader, including contact details
* Information on the compatibility of digital content with software that the trader is aware of

**Right to Modify** – Talk Therapy Online has the right to edit, add or delete sections of these terms and conditions at any time. Additionally, changes to the site can be made at any time. You acknowledge and agree that you have access to the site and the services it provides at your own risk. You agree that Talk Therapy Online does not provide medical advice, diagnosis or prescribe any medication. You also agree that you are responsible for your own health and have complete control over any treatment given to you by out qualified mental health professionals.

**The Consumer Rights Act (2015)** Talk Therapy Online Complies with The Consumer Rights Act (2015). This means you have the right to access high quality services under the legislation that promises to deliver these services. If you believe these standards have not been met you are entitled to a refund within 14 days.

**The Electronic Commerce Regulations (2002)** Talk Therapy Online complies with The Electronic Commerce Regulations (2002). Talk Therapy Online is required tom inform consumers of the following information

* The name and email address of the service provider
* VAT number
* Prices on the website must be clear and unambiguous

 UK companies must also comply with **The Companies Act (2006)** which

 requires certain information to be made available on websites including:

* The company’s registered office address
* Company Registration number
* Place of registration

 **Advertising**

 Advertising, including emails and text messaging must:

* Be commercial
* The name of the person on whose behalf the communication is being sent must be clear
* Must be promotional offer
* Must include the option to opt out if these advertising methods
* Emails must be identifiable by the consumer from the subject line of the email, without the need to read the body of the email text
* Customers must be able to print and store a copy of your terms and conditions of sale

 **Orders Placed Online**

 When consumers place orders online, the regulations require that we provide:

* Technical steps to follow in order to conclude the contract
* Whether or not the contract will be fulfilled and how to access it
* The technical means in order to identify and correct the input errors prior to placing the final order
* The languages offered for the conclusion of the contract
* If your website is subject to any specific codes of conduct, you must provide a link
* The terms and conditions of sale must be made available on the website
* Digital receipt of the order must be acknowledged without delay

**Liability** – You comprehend that in no event will Talk Therapy Online or any of its employees to be liable for any indirect, incidental or consequential damages such as data or any other intangible loss. **Please note, in the case of a client committing suicide whilst receiving treatment, Talk Therapy Online will be in no way be responsible or held accountable for his/her actions.**

**Termination of Your Account –**  You have the right to deactivate your account and/or end your subscription for any reason. To deactivate your account permanently send a cancellation email to talktherapyonlineuk@gmail.com. After your account is deactivated Talk Therapy Online will delete and destroy all materials and communications provided by you. You the right to request your health records before you delete your account. This must be done in writing and sent to talktherapyonlineuk@gmail.com. Failure to request this information will result in all your information being destroyed and will no longer be able to retrieve it.

**Geographical Restrictions –** Talk Therapy Online offers online therapy worldwide. The only requirement is that you speak fluent English. When paying fees or purchasing a subscription, the currency will be converted from your existing currency to UK pounds sterling.

**Trademark -** Any specific logos, designs or other materials displayed on the website is under sole ownership of Talk Therapy Online. You must not use any of the sites logos or designs without written permission from us.

**Disclosures** – All therapists employed by Talk Therapy Online are qualified mental health professionals and hold relevant degrees in this subject. Employees also hold a current enhanced CRB disclosure for added protection. **Please note, any therapy session that takes place via Skype/Zoom is recorded to protect any allegations against our employees**. However, if you feel an employee has been inappropriate during a therapy session, you have the right to place a formal complaint. This must be done is writing at talktherapyonlineuk@gmail.com. Additionally, any health records you provide to Talk Therapy Online will be securely maintained for a period that is no less that the minimum number of years required under the United Kingdom law.

**Final Agreement** – By checking the “agree” box for these terms and conditions, you consent and agree to the above terms and conditions laid out to you above. If for any reason an allegation or disagreement is held by a court or other tribunal, these terms and conditions will remain in full force and effect.