



DESIDERATUM PSYCHOLOGICAL & COUNSELLING SERVICES LTD
WEBSITE TERMS AND CONDITIONS

LAST UPDATED: 13-10-2023

By Using Our Site You Accept These Terms and Conditions

Please read these Terms and Conditions carefully and ensure that you understand them before using Our Site. These Terms and Conditions, together with any other documents referred to herein, set out the terms of use governing your use of this website, www.desideratumpsihologicalandcounsellingserices.com ("Our Site"). It is recommended that you print a copy of these Terms and Conditions for your future reference.

These Terms and Conditions were last updated on 13/10/2023

Your agreement to comply with these Terms and Conditions is indicated by your use of Our Site. If you do not agree to these Terms and Conditions, you must stop using Our Site immediately.

The following documents also apply to your use of Our Site:

- Our Privacy Policy, available at: <https://desideratumpsihologicalandcounsellingserices.com/privacy-policy.html> This is also referred to below in Part 15.
- Our Cookie Policy, available at: <https://desideratumpsihologicalandcounsellingserices.com/cookie-policy--settings.html> This is also referred to below in Part 15.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Content”	means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site; and
“We/Us/Our”	Means Desideratum Psychological & Counselling Services Ltd.

2. Information About Us

Our Site is operated by Desideratum Psychological & Counselling Services Ltd. We are a limited company registered in England under company number 8819212.

2.1 Our registered address is Suite 42b, The Aztec Centre, Aztec West, Almondsbury, Bristol, BS32 4TD and Our main trading address: Suite 42b, The Aztec Centre, Aztec West, Almondsbury, Bristol, BS32 4TD.

2.2 Dr Thompson is regulated by The Health Care Professions Council, a regulated professional body and can be identified on the register by the registration number: PYL22952.

2.3 Dr Thompson is a Chartered Counselling Psychologist and Associate Fellow of the British Psychologist Society. Dr Thompson is also affiliated with several

BPS Divisions, Interest Groups, Faculties and Networks which enhance her knowledge and clinical practice. She is a full member of the Division of Counselling Psychology, Associate Member of the Division of Neuropsychology, Associate member of the Faculty for the Psychology of Older People, Associate member of the Faculty of Forensic Psychology, and a Member of the British Association of Behavioural and Cognitive Psychotherapists, and an Accredited member of the EMDR Association UK & Ireland.

3. **How to Contact Us**

To contact Us please email Us at: enquiries@desideratumpsy.com or telephone Us on: 0117 313 6822 or 07532 182768.

4. **Access to Our Site**

- 4.1 Access to Our Site is free of charge.
- 4.2 It is your responsibility to make the arrangements necessary in order to access Our Site.
- 4.3 Access to Our Site is provided on an “as is” and on an “as available” basis. We may suspend or discontinue Our Site (or any part of it) at any time. We do not guarantee that Our Site will always be available or that access to it will be uninterrupted. If We suspend or discontinue Our Site (or any part of it), We will try to give you reasonable notice of the suspension or discontinuation.

5. **Changes to Our Site**

We may alter and update Our Site (or any part of it) at any time. Potential reasons for changes maybe annual increases in fees, an update of services available, changes in location and alterations in the delivery of service due to Covid-19 risks. If We make any significant alterations to Our Site (or any part of it), We will try to give you reasonable notice of the alterations.

6. **Changes to these Terms and Conditions**

- 6.1 We may alter these Terms and Conditions at any time. If We do so, details of the changes will be highlighted at the top of this page. As explained above, your use of Our Site constitutes your acceptance of these Terms and Conditions. Consequently, any changes made to these Terms and Conditions will apply to your use of Our Site the first time you use it after the changes have been implemented. You are therefore advised to check this page every time you use Our Site.
- 6.2 If any part of the current version of these Terms and Conditions conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

7. **International Users**

Our Site is intended for users in the United Kingdom only. We do not warrant or represent that Our Site or its Content are available in other locations or are suitable for use in other locations.

8. How You May Use Our Site and Content (Intellectual Property Rights)

- 8.1 All Content included on Our Site and the copyright and other intellectual property rights in that Content belongs to or has been licensed by Us, unless specifically labelled otherwise. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 8.2 You may access, view, and use Our Site in a web browser (including any web browsing capability built into other types of software or app) and you may download Our Site (or any part of it) for caching (this usually occurs automatically).
- 8.3 You may print copies and download extracts of any page(s) from Our Site for personal use.
- 8.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as applicable) must always be acknowledged.
- 8.5 You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or Our licensors, as applicable). This does not prevent the normal access, viewing, and use of Our Site for general information purposes by business users or consumers.
- 8.6 Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyright, Designs and Patents Act 1988, 'Acts Permitted in Relation to Copyright Works', which provides exceptions allowing certain uses of copyright material including (but not limited to) non-commercial research and private study; text and data mining for non-commercial research; criticism, review, and reporting current events; teaching; accessibility; time-shifting; and parody, caricature, and pastiche. Further information is available from the UK [Intellectual Property Office](#).

9. Links to Our Site

- 9.1 You may link to any page on Our Site.
- 9.2 Links to Our Site must be fair and lawful. You must not take unfair advantage of Our reputation or attempt to damage Our reputation.
- 9.3 You must not link to Our Site in a manner that suggests any association with Us (where there is none) or any endorsement or approval from Us (where there is none).
- 9.4 Your link should not use any logos or trade marks displayed on Our Site without Our express written permission.
- 9.5 You must not frame or embed Our Site on another website without Our express written permission.
- 9.6 You may not link to Our Site from another website the main content of which is unlawful; obscene; offensive; inappropriate; dishonest; defamatory; threatening; racist, sexist, or otherwise discriminatory; that promotes violence, racial hatred, or terrorism; that infringes intellectual property rights; or that We deem to be otherwise objectionable.
- 9.7 You may not link to Our Site if it is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- 9.8 Or is calculated or is otherwise likely to deceive another person;

- 9.9 Or is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
- 9.10 Or misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of Clause 9);
- 9.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or
- 9.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 9.13 The content restrictions in Clause 9 do not apply to content submitted to sites by other users provided that the primary purpose of the site accords with the provisions of Clause 9. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.

10. **Links to Other Sites**

- 10.1 Links to other websites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We accept no responsibility or liability for the content of third-party websites.
- 10.2 The inclusion of a link to another website on Our Site is for information purposes only and does not imply any endorsement of that website or of its owners, operators, or any other parties involved with it.

11. **Disclaimers**

- 11.1 Nothing on Our Site constitutes professional advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be obtained before taking any action relating to impaired psychological, social, behavioural, emotional and mental health care issues or psychological treatment.
- 11.2 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up to date, but We make no warranties, representations, or guarantees (express or implied) that this will always be the case.
- 11.3 If you are a business user, We exclude all implied representations, warranties, conditions, and other terms that may apply to Our Site and Content.
- 11.4 We make reasonable efforts to ensure that any and all pricing information shown on Our Site is correct at the time of going online. We reserve the right to change prices at any time and may add or remove special offers and promotions from time to time. All pricing information is reviewed and updated annually.
- 11.5 Whilst every reasonable effort has been made to ensure that all representations and descriptions of services available from Us correspond to the actual services available, variations or errors may occur.

- 11.6 We make no representation, warranty, or guarantee that services shown on Our Site will be available from Us. Please contact Us if you wish to enquire as to the availability of any services.
- 11.7 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

12. **Our Liability**

- 12.1 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be lawfully excluded or restricted.
- 12.2 If you are a business user (i.e. you are using Our Site in the course of business or for commercial purposes), to the fullest extent permissible by law, We accept no liability for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.
- 12.3 If you are a business user, We accept no liability for loss of profit, sales, business, or revenue; loss of business opportunity, goodwill, or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 12.4 If you are a consumer, you agree that We shall have no liability to you for any business losses as set out above.

13. **Viruses, Malware, and Security**

- 13.1 We exercise reasonable skill and care to ensure that Our Site is secure and free from viruses and malware; however, We do not guarantee that this is the case.
- 13.2 You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.
- 13.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 13.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 13.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 13.6 By breaching the provisions of Parts 13.3 to 13.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

14. **Acceptable Usage of Our Site**

14.1 You may only use Our Site in a lawful manner:

- a) You must ensure that you comply fully with any and all local, national, or international laws and regulations that apply;
- b) You must not use Our site in any way, or for any purpose, that is unlawful or fraudulent; and
- c) You must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind.

14.2 If you fail to comply with the provisions of this Part 14, you will be in breach of these Terms and Conditions. We may take one or more of the following actions in response:

- a) Suspend or terminate your right to use Our Site;
- b) Issue you with a written warning;
- c) Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
- d) Take further legal action against you, as appropriate;
- e) Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- f) Any other actions which We deem reasonably appropriate (and lawful).

14.3 We hereby exclude any and all liability arising out of any actions that We may take (including, but not limited to those set out above in Part 14.2) in response to your breach.

15. **How We Use Your Personal Information**

We will only use your personal information as set out in Our Privacy Policy, available from <https://desideratumpsycho logicalandcounselling services.com/privacy-policy.html> and Our Cookie Policy, available from: <https://desideratumpsycho logicalandcounselling services.com/cookie-policy-- settings.html>

16. **Communications from Us**

16.1 If We have your contact details, We may send you important notices by email from time to time. Such notices may relate to matters including, but not limited to, changes to Our Site or to these Terms and Conditions.

16.2 We will not send you marketing emails.

16.3 For questions or complaints about communications from Us, please contact Us using the details above in Part 3.

17. **Law and Jurisdiction**

17.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

- 17.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Part 17.1 takes away from or reduces your legal rights as a consumer.
- 17.3 If you are a consumer, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.
- 17.4 If you are a business user, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.