

Terms of Business

1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms and conditions on which we provide you with the bespoke clinical psychology and family therapy services described in the personal details and consent form.
- 1.2. **Why you should read them.** Please read these terms carefully before you submit your personal details and consent form to us or begin a session with us. These terms tell you who we are, how we will provide our services to you, how you and we may change or end this contract, what to do if there is a problem and other important information. If you have any queries about these terms then please let us know. We will be glad to discuss anything that you are unsure about.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. **Who we are.** We are DoctorAna Solutions Limited a private limited company registered in England and Wales. Our company registration number is 10091706 and our registered office is at 36-42 Kings Road, Suite 12, London, England, SW3 4UD (referred to in these terms as “we”, “us” and “our”).
- 2.2. **What we do.** We aim to promote wellbeing in people with a wide range of common and complex presentations.
- 2.3. **How to contact us.** You can contact us by telephone on 020 7225 2202 or by email at admin@doctoranasolutions.com.
- 2.4. **How we may contact you.** If we have to contact you we will do so by telephone, SMS or by writing to you at the email address or postal address that you have provided to us in your personal details and consent form.

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3. OUR CONTRACT WITH YOU

- 3.1. Initial enquiries. You can make a request to discuss how we can help with a particular issue by submitting an online enquiry through our website or by contacting us. We will then arrange a first meeting with you to exchange relevant information and agree a plan including a timescale estimate for our support. The first meeting will be an exploratory discussion and is free of charge.
- 3.2. How to make a booking. If you would like to book an appointment with us following the first meeting then we will send you a personal details and consent form for you to complete, sign and return to us. The personal details and consent form will outline the plan that we have agreed and details of our fees. If anything in that form is unclear then please let us know.
- 3.3. **How we will confirm your booking.** Our acceptance of your booking will take place when we email you to offer a time and date for the first session and follow up appointments in accordance with the plan. In this email we will confirm that we have received your signed personal details and consent form, at which point a contract will come into existence between you and us.
- 3.4. **If we cannot accept your booking.** If we are unable to accept your booking, we will inform you of this in writing or over the phone and will not charge you for the service. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we are unable to meet a particular deadline you have specified.

4. PROVIDING THE SERVICES

- 4.1. When we will provide the services. We will provide the services to you in accordance with the plan set out in the personal details and consent form subject to these terms of business.
- 4.2. **Responsibility for conduct of the services.** We will allocate a professional in our team to work with you based on their area of specialism and experience with reference to your particular needs. A consultant clinical psychologist will have overall responsibility for your care and will be available for consultation if required. Such person may be assisted by one or more suitably qualified members of staff. We will keep you informed as to who will be working with you.

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- 4.3. **We are not responsible for delays outside our control.** If our provision of the services is delayed by an event outside our control (for example due to an epidemic, pandemic or any law or actions taken by the government or a public authority) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay (such as by rearranging the date and time or format of the session with you for example by converting an in-person visit to an online session). Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for in advance but not received.
- 4.4. **What will happen if you do not give required information to us.** We may need certain information from you so that we can provide the services to you, for example, medical records from your GP. We will request this information from you where and when necessary. If you do not give us the necessary information or consent within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the services or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for any delays or the services not rendering the best possible outcome for you if this is caused by you not giving us the information or consent we need within a reasonable time of us asking for it.
- 4.5. **We may suspend the services if you do not pay.** If you do not pay us for the services when you are supposed to and you still do not make payment within thirty (30) days of us reminding you that payment is due, we may suspend the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending the services.

5. YOUR RIGHTS TO END THE CONTRACT

- 5.1. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at clauses 5.1.1 to 5.1.4 below this contract will end immediately and we will refund you in full for any services which have been paid for in advance but which have not been provided and you may also be entitled to compensation. The reasons are:
- 5.1.1. we have told you about an upcoming change to the service or these terms which you do not agree to;
 - 5.1.2. we have told you about an error in the price or description of the services and you do not wish to proceed;
 - 5.1.3. there is a risk that the services may be significantly delayed because of events outside our control; or
 - 5.1.4. you have a legal right to end the contract because of something we have done wrong.

6. HOW TO END THIS CONTRACT WITH US

- 6.1. **Tell us you want to end this contract.** To end this contract for services with us, please let us know by telephone on 020 7225 2202 or by email at admin@doctoranasolutions.com. Please provide your name, phone number, home address, email address and details of the booking.
- 6.2. **Refunds and withholdings.** We will refund you the cost of any sessions that have been paid for in advance but which have not been carried out provided that you notify us that you want to end the services more than 24 hours ahead of the agreed time for the relevant session(s). The fees for a session will be payable in full in respect of any sessions that have been missed (in part or in whole) for any reason or those which have been cancelled within 24 hours of the time agreed for the session.
- 6.3. **How we will refund you.** Subject to clause 6.2 we will refund you the price you paid for the services in advance by the method you used for payment within 14 days of you telling us that you want to end the services.

7. HOW TO RESCHEDULE A SESSION

- 7.1. How to reschedule a session. To reschedule a session please contact us by telephone on 020 7225 2202 or by email at admin@doctoranasolutions.com. You will need to provide your name, phone number, home address, email address and details of the booking.
- 7.2. Rescheduling at short notice and missed sessions. The fees for a session will be payable in full in respect of any sessions that have been missed (in part or in whole) for any reason or those which have been rescheduled within 24 hours of the time agreed for the session.

8. OUR RIGHTS TO END THIS CONTRACT

- 8.1. **We may end this contract if you break it.** We may end this contract for services at any time by writing to you if:
 - 8.1.1. you do not make any payment to us when it is due and you still do not make payment within thirty (30) days of us reminding you that payment is due; and
 - 8.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, the information and approvals requested in the personal details and consent form.

- 8.2. **You must compensate us if you break this contract.** If we end this contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 8.3. **We may withdraw the services.** We may write to you to let you know that we are going to stop providing the services. We will let you know at least fourteen (14) days in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

9. IF THERE IS A PROBLEM WITH THE SERVICES

- 9.1. **How to tell us about problems.** We hope that you are entirely satisfied with the way in which we provide the services to you. If at any time you would like to discuss with us how our services to you could be improved, or if you are dissatisfied with any aspect of the services you are receiving, please complete a complaints form available at www.doctoranasolutions.com and return a copy of it to us by email at admin@doctoranasolutions.com. We will usually respond to a complaint within 14 days of the date of receipt.
- 9.2. Complaints. You have the right to make a complaint at any time to the Health and Care Professionals Council (“HCPC”) a national register of health and care professionals (www.hcpc-uk.org). We would, however, appreciate the chance to deal with your concerns before you approach the HCPC so please contact us in the first instance.

10. OUR FEES AND PAYMENT

- 10.1. Calculation of our fees. Please note that our fees:
- 10.1.1. will be calculated on the basis of the hourly or daily charging rates as set out in price list that we send you prior to confirming your booking (the “**price list**”);
 - 10.1.2. will include the cost of ancillary expenses such as tests which will be charged at the set prices detailed in the price list;
 - 10.1.3. will take account of the nature, complexity and urgency of the matter, the degree of specialist knowledge required and any other relevant considerations such as travelling time where agreed; and

- 10.1.4. are not dependent on the outcome of the matter and must be paid in full regardless of whether a course of sessions complete or an objective succeeds.
- 10.2. How we work. We will agree with you how the services will be charged in advance of the start date of the plan, namely on a time and materials basis with reference to a costs estimate or on the basis of a fixed fee for a support package. We will confirm this to you in writing.
- 10.3. Estimated fees. If applicable, we will provide you with an estimate or forecast of the fees that are likely to be incurred. We will let you know before the fees we incur exceed the amount estimated. The estimate of the fees will be based on the assumption that we have timely access to the information and personnel that are required by us to complete the services in a cost effective manner. We will advise you of delays or unexpected problems as they arise and will notify you of their likely effect on any fees estimate provided to you.
- 10.4. Estimated fees are not binding on us. Unless otherwise agreed in writing, provision of an estimation or forecast of fees shall not be binding on us and does not indicate a commitment to carry out the work for a fixed fee or within a fixed timeframe.
- 10.5. Fixed fees. Prior to starting the work we may agree fixed fee to carry out the services that set out in the personal details and consent form.
- 10.6. **Where to find the details of our hourly or daily charging rates.** Our hourly or daily charging rates for the calculation of the fees (which exclude VAT) will be indicated on the price list that we send to you. We take all reasonable care to ensure that such charging rates advised to you are correct. However please see clause 10.7 for what happens if we discover an error in the charging rates advised to you.
- 10.7. **What happens if we got the price wrong?** It is always possible that, despite our best efforts, our prices may be displayed incorrectly. We will normally check the price list before accepting your booking so that, where the correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the correct price at your booking date is higher than the price stated to you, we will contact you for your instructions before we proceed with your planned sessions. If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end this contract and refund you any sums you have paid in advance.
- 10.8. When you must pay and how you must pay. Payment of the fees can be made by debit card (without surcharge) or by credit card (in which case a surcharge of 3% on the amount payable will apply).

- 10.8.1. Unless we agree otherwise in writing, you must pay 100% of the fees or such other contribution towards the fees as we may specify prior to the first session taking place.
- 10.8.2. We will invoice you for the price of the services on the date that we confirm acceptance of your booking. Each invoice is payable in full on delivery in pounds sterling.
- 10.9. Payment of our fees by insurers or other third parties. If we agree in writing that our fees can be paid by a third party (such as an insurer), you will remain liable to pay our fees until they have been paid in full by the third party. If we agree to accept payment from a third party and the third party fails to pay us promptly or at all, you must pay the fees when we ask you to do so.
- 10.10. **We can charge interest if you pay late.** If you do not make any payment to us within thirty (30) days of the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 10.11. **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the matter is resolved. Once the matter is resolved we will charge you interest on correctly invoiced sums from the original due date.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 11.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the first meeting.
- 11.2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the services.

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- 11.3. **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 11.4. **We are not liable for business losses.** We only provide the services for domestic and private use. If you use the services for any commercial purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. DISCLAIMERS

- 12.1. Your wellbeing. Please keep in mind that you are fully responsible for your physical, mental and emotional wellbeing at all times, including all of your decisions.
- 12.2. Limitations of our services. It is important for you to remember that the services are not a substitute for professional advice from legal, medical (other than clinical psychology), financial, business, spiritual or other qualified professionals and that you are solely responsible for obtaining any relevant professional advice and making your own decisions in these matters.
- 12.3. We cannot guarantee specific outcomes or results. The achievement of your objectives requires certain efforts and co-operation from you (for example we will need you to be open about yourself and the relevant issues during the sessions). We cannot guarantee that the services will deliver specific outcomes or results.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our privacy policy at www.doctoranasolutions.com and in accordance with applicable data protection laws.

14. CONFIDENTIALITY

- 14.1. We keep confidential any information that you disclose to us, through any medium whether as part of the first meeting or during the course of a session ("**confidential information**").

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- 14.2. We will only disclose your confidential information to those of our staff (i.e. employees and contractors) that need to know it in order to carry out the services or to the extent required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3. The above said, there will be times where we consider it necessary to liaise with third parties or your family members about your care. Similarly, you may find it helpful for us to disseminate reports to other professionals or experts on your behalf. In particular, we may disclose your confidential information to:
- 14.3.1. a relevant medical professional if we reasonably believe that you may be at risk to yourself or the safety of others; or
 - 14.3.2. the police if you disclose information about any activity that we reasonably believe to be criminal.
- 14.4. Prior to making a disclosure pursuant to clause 14.3.1, we will (at our sole discretion) discuss with you the amount and type of information to be disclosed.
- 14.5. Notwithstanding clause 14.4, we may disclose your confidential information to any third party without prior consultation or permission in exceptional circumstances as deemed appropriate in our professional opinion.

15. SESSION RECORDINGS

We make audio recordings of the sessions. We may make audio recordings of in-person sessions or video recordings of sessions held online via video conference so that we can listen to or watch back over a session to enhance your assessment and intervention. Our notes and recordings are stored in a confidential manner subject to clause 14.

16. OTHER IMPORTANT TERMS

- 16.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within thirty (30) days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

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- 16.2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if such transfer would require a change in the scope of work that we have committed to provide in the personal details and consent form.
- 16.3. **Nobody else has any rights under this contract.** This contract is between you (or if the client is under the age of 18 years old their parent or guardian) and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 16.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 16.6. Which laws apply to this contract and where you may bring legal proceedings? These terms and conditions and any dispute arising out of or in connection with them (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales and will be subject to the exclusive jurisdiction of the English courts. However, if you live in Scotland you can bring legal proceedings in respect of these terms and conditions or the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of these terms and conditions or the services in either the Northern Irish or the English courts.

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