

Everlief Terms and Conditions

Everlief Child Psychology Limited Terms and Conditions

Everlief, everlief.co.uk and theyarethefuture.co.uk are trading names of Everlief Child Psychology Limited (“Everlief”, “we”, “us” or “our”).

The registered company address for Everlief Child Psychology Limited is Everlief Child Psychology Limited, Aston House, West Wycombe, Buckinghamshire HP14 3AG. We are registered in England. Our Company Registration number is: 7910700.

www.everlief.co.uk and www.theyarethefuture.co.uk are websites, owned and operated by us (each a “Site” and together the “Sites”).

These Terms and Conditions comprise of:

- Part A – Website terms and conditions – applicable to all users of the Site(s). By using either Site, you are agreeing to these.
- Part B – Terms of sale – applicable to users of our services.
- Part C – General terms and conditions – these are applicable to both Parts A and B.

Our Terms and Conditions were last updated on 30th December 2020.

A. WEBSITE TERM AND CONDITIONS

1. Access to our Sites

- 1.1 Access to our Sites are free of charge.
- 1.2 It is your responsibility to make any and all arrangements necessary in order to access our Sites.
- 1.3 Access to our Sites is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue our Sites (or any part of them) at any time, for any reason and without notice. We will not be liable to you in any way if our Sites (or any part of them) are unavailable at any time and for any period.
- 1.4 You must treat all identification codes, passwords and other security information as confidential. If we think you have failed to keep confidentiality, we are allowed to disable any security information (including your passwords and codes).

2. Intellectual Property Rights

- 2.1 All Content included on our Sites and the copyright and other intellectual property rights subsisting in that content, unless specifically labelled otherwise, belongs to or has been licensed by us. All content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 2.2 Subject to PART A sub-Clause 2.3 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use content from our Sites unless given express written permission to do so by us.

- 2.3 You may:
 - 2.3.1 Access, view and use our Sites in a web browser (including any web browsing capability built into other types of software or app);
 - 2.3.2 Download our Sites (or any part of them) for caching;
 - 2.3.3 Print one copy of any pages from our Sites;
 - 2.3.4 Download extracts from pages on our Sites; and
 - 2.3.5 Save pages from our Sites for later and/or offline viewing.
- 2.4 Our status as the owner and author of the content on our Sites (or that of identified licensors, as appropriate) must always be acknowledged.
- 2.5 You may not use any content saved or downloaded from our Sites for commercial purposes without first obtaining a licence from us (or our licensors, as appropriate) to do so.

3. Links to our Sites

- 3.1 You may link to our Sites provided that:
 - 3.1.1 You do so in a fair and legal manner;
 - 3.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on our part where none exists;
 - 3.1.3 You do not use any logos or trade marks displayed on our Sites without our express written permission; and
 - 3.1.4 You do not do so in a way that is calculated to damage our reputation or to take unfair advantage of it.
- 3.2 You may link to any page of our Site.
- 3.3 Framing or embedding of our Site on other websites is not permitted without our express written permission. Please contact us at contactus@everlief.co.uk for further information.
- 3.4 You may not link to our Sites from any other site the content of which contains material that:
 - 3.4.1 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 3.4.2 promotes violence;
 - 3.4.3 promotes or assists in any form of unlawful activity;
 - 3.4.4 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
 - 3.4.5 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 3.4.6 is calculated or is otherwise likely to deceive another person;
 - 3.4.7 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
 - 3.4.8 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 this PART A sub-Clause 3.4);

- 3.4.9 implies any form of affiliation with us where none exists;
- 3.4.10 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
- 3.4.11 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

4. Links to Other Sites

Links to other sites may be included on our Sites. Unless expressly stated, these sites are not under our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on our Sites is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

5. Disclaimers

- 5.1 Nothing on our Sites constitutes advice on which you should rely. It is provided for general information purposes only.
- 5.2 Insofar as is permitted by law, we make no representation, warranty, or guarantee that our Sites will meet your requirements, that they will not infringe the rights of third parties, that they will be compatible with all software and hardware, or that they will be secure.
- 5.3 We make reasonable efforts to ensure that the content on our Sites is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the content is complete, accurate, or up-to-date.
- 5.4 We make reasonable efforts to ensure that any and all pricing information shown on our Sites 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.
- 5.5 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, minor variations or errors may occur.
- 5.6 We make no representation, warranty, or guarantee that Services shown on our Sites will be available from us at the times requested by you.

6. Viruses, Malware and Security

- 6.1 We exercise all reasonable skill and care to ensure that our Sites is secure and free from viruses and other malware.
- 6.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 6.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via our Sites.
- 6.4 You must not attempt to gain unauthorised access to any part of our Sites, the servers on which our Sites is stored, or any other server, computer, or database connected to our Sites.

- 6.5 You must not attack our Sites by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 6.6 By breaching the provisions of PART A sub-Clauses 6.3 to 6.5 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 Sites will cease immediately in the event of such a breach.

7. Acceptable Use Policy

- 7.1 You may only use our Sites in a manner that is lawful. Specifically:
 - 7.1.1 you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
 - 7.1.2 you must not use our Sites in any way, or for any purpose, that is unlawful or fraudulent;
 - 7.1.3 you must not use our Sites 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; and
 - 7.1.4 you must not use our Sites in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 7.2 We reserve the right to suspend or terminate your access to our Site(s) if you materially breach the provisions of this PART A Clause 7 or any of the other applicable provisions of the Terms and Conditions. Specifically, we may take one or more of the following actions:
 - 7.2.1 suspend, whether temporarily or permanently, your right to access our Site(s);
 - 7.2.2 issue you with a written warning;
 - 7.2.3 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 7.2.4 take further legal action against you as appropriate;
 - 7.2.5 disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or
 - 7.2.6 any other actions which we deem reasonably appropriate (and lawful).
- 7.3 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of the Terms and Conditions.

8. Privacy and Cookies

Use of our Sites is also governed by our Privacy Policy and Cookie Policy, available here <https://www.everlief.co.uk/privacy-policy/>. These policies are incorporated into the Terms and Conditions by reference.

B. TERMS OF SALE

1. Our Services

- 1.1 We provide the following services ("Services"):

- a. psychology services for children from our clinic or other locations such as in schools or at your home ("Psychology Services"); and
 - b. online courses available via our Site(s) ("Education Services")
- 1.2 You must be at least 18 years of age and a consumer to purchase our Services, but in the case of Psychology Services, such purchase shall be on behalf of your child / children.

2. Charges

- 2.1 We will clearly communicate prices of any Services agreed with you, if they are not displayed on our Sites. If VAT is applicable this will be included in any prices.

3. Methods of Payment

- 3.1 We accept cash, cheques, BACS payments and card payments for Psychology Services. There are no charges for any of these methods of payment.
- 3.2 We only accept card payments for the Education Services as this an online transaction via made via our Site(s).
- 3.3 We use Stripe Inc. ("Stripe") (<https://stripe.com/gb>) to process card payments, and you will also be subject to Stripe's terms and conditions. When you make a purchase you consent to us initiating a payment or a series of payments on your behalf. The amount and frequency of the payments is set out clearly for each course on theyarethefuture.co.uk. If you would like to check the charges please contact us at contactus@everlief.co.uk.
- 3.4 You agree to compensate us in full against all reasonable costs, expenses and outgoings incurred by us in obtaining payments from you in the event a failed payment occurs.

4. Booking an Appointment and Ordering

- 4.1 To book an appointment for Psychology Services, please email us at contactus@everlief.co.uk or please call 01494 521332. Exact details of the Psychology Services (for example and without limitation, details on what will be assessed, length of appointment and clinician who will be taking the appointment) will be communicated to you when booking.
- 4.2 Education Services can be ordered via our Site(s), where descriptions of the Education Services can also be found.

5. Amendment of Orders and Cancellation Rights

- 5.1 In respect of the Psychology Services, please contact us as early as possible if you have to cancel an appointment, but the following will apply, depending on the nature of the appointment:
 - 5.1.1 Clinical assessment or follow on appointments
 - a. We will not charge you for cancellations or moving appointments, unless you give us less than one working days' notice. To help you we will send an email reminder 48 hours before so that you can let us know if there is a problem.
 - b. b) With less than one working day notice we need to charge the full price (we may reduce this by 1/3 if the child is ill or there is special reason, but this is at our discretion). This is not something we like to do but as we will have reserved the space for you, it will not be possible for us to offer the time for another family with such short notice.

- 5.1.2 Educational Assessment Cancellations
 - a. We will not charge you for cancellations, unless you give us less than 2 working days' notice.
 - b. With 1-2 working days' notice, we charge £250
 - c. With less than 1 working days' notice we need to charge the full price as we will have reserved the space for you, and it will not be possible for us to offer the time for another family.
- 5.2 If we have to cancel or change your booking for Psychology Services, for whatever reason (sometimes things we cannot control like the weather conditions or illness of the clinicians will give us reason to cancel at short notice), we will try and give you as much notice as possible and will give you a full refund or transfer your booking to another date.
- 5.3 In respect of Education Services, in the unlikely event that a course you have purchased does not meet your expectations you are entitled to a full refund within 14 days of the start of the course (cooling off period). To get this refund please contact Mike Russell on mikerussell@everlief.co.uk

6. Licence

- 6.1 When you purchase any Education Services, we will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence for you to access, participate in and use the relevant Education Services for non-commercial purposes. The licence granted does not give you any rights in the Education Services (including any material that we may licence from third parties).
- 6.2 The licence granted under PART B sub-Clause 6.1 is subject to the following usage restrictions: You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Education Services (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works').

7. Disclaimers

- 7.1 Insofar as is permitted by law, we make no representation, warranty, or guarantee that our Services will meet your requirements.
- 7.2 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, minor variations or errors may occur.
- 7.3 We make no representation, warranty, or guarantee that Services shown on our Sites will be available from us at the times requested by you.
- 7.4 In respect of the Psychology Services, it should be noted that results will be different for each individual depending on various factors, including, without limitation, number and frequency of sessions and any preparation, activity or other action undertaken by you and / or your child which is prescribed or suggested by the clinician. Satisfactory progress in relation to any particular condition, issue or other circumstance (or resolution of it) cannot be guaranteed, and we make no warranty or representation that any particular progress or result will be brought about as a result of our providing the Psychology Services.

8. Privacy and Cookies

Use of our Sites is also governed by our Privacy Policy and Cookie Policy, available here

<https://www.everlief.co.uk/privacy-policy/>. These policies are incorporated into the Terms and Conditions by reference.

C.GENERAL TERMS AND CONDITIONS

1. Our responsibility to you

- 1.1 As far as legally possible, we exclude legal responsibility for the following:
 - Any loss to you arising from use your of our Sites and / or Services.
 - Loss of income, profit, business, data, contracts, goodwill or savings or any unforeseeable losses resulting from our breach of these Terms and Conditions.
- 1.2 We also exclude, as far as legally possible, all terms and warranties or promises implied by law or by statutes.
- 1.3 We don't exclude legal responsibility for death or personal injury owing to our negligence, or legal responsibility for fraud or fraudulent misrepresentation, or for anything else where exclusion is not allowed by the law.

2. Communications from Us

- 2.1 If we have your contact details, we may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Terms and Conditions.
- 2.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by us include an unsubscribe link. If you opt out of receiving emails from us at any time, it may take up to five business days for your new preferences to take effect.
- 2.3 2.3 For questions or complaints about communications from us (including, but not limited to marketing emails), please contact us at mikerussell@everlief.co.uk or via <https://www.everlief.co.uk/contact-us/customer-satisfaction-survey/>

3. 3. Changes to the Terms and Conditions

- 3.1 We may alter the Terms and Conditions at any time. You are therefore advised to check this page from time to time.
- 3.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

4. Contacting Us

To contact us for a general enquiry, please email us at contactus@everlief.co.uk or please call 01494 521332.

If you have any complaints, these should be addressed in the first instance to The Managing Director via: contactus@everlief.co.uk. Upon request, we can provide you with information regarding our complaints handling process.

5. Assignment

You may not assign, sub-license or otherwise transfer any of your rights under the Terms and Conditions.

6. No Waiver

If you breach the Terms and Conditions and we either fail or delay to exercise our rights, it does not mean we have waived those rights.

7. Force Majeure

We shall not be responsible for any breach of the Terms and Conditions caused by circumstances beyond our control.

8. Third Party Rights

A person who is not a party to the Terms and Conditions shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of the Terms and Conditions, but this shall not affect any right or remedy of a third party which exists outside that Act.

9. Severability

In the event that any provision of the Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that provision is to be deemed severed from the Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions.

10. Data Protection

- 10.1 All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR, .
- 10.2 For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to our Privacy Policy <https://www.everlief.co.uk/privacy-policy/>.

11. Law and Jurisdiction

These Terms and Conditions, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales and shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.