

Full Terms & Conditions of Business- EN

Valid from 1 January 2023

These Terms and Conditions ("Terms") govern your access to and use of the website therapyhub.eu (the "Website") and all related services provided by me, William Smith EI. I am an entrepreneur individuel (sole trader) legally established in France (SIREN: 847789195). These Terms form a binding agreement between you and me. By accessing the Website or engaging my Services, you agree to be bound by these Terms and my [Privacy Policy](#).

1. Definitions

1.1. In these Terms, the following definitions apply:

- (a) "I", "me", "my" refers to William Smith EI, the service provider.
- (b) "You", "your" refers to any person accessing the Website or inquiring about or engaging the Services.
- (c) "Client" refers to any individual or entity who engages my Services, including but not limited to therapy clients, supervisees, mentees, and corporate clients.
- (d) "Services" refers to all services I provide, including online counselling, therapeutic support, professional supervision, mentoring, training, and the provision of any digital products or website content.
- (e) "Website" refers to therapyhub.eu and all its related pages.

2. My Services

2.1. I am William Smith EI, a BACP Accredited Member, providing services from my professional establishment in France to an international English-speaking audience.

2.2. I provide online counselling and therapeutic support, as well as [professional supervision](#), mentoring, and training ("Services").

2.3. **Agreement Structure:** These Terms & Conditions form the primary agreement governing all our Services. For clients engaging in Counselling, Supervision, or Mentoring, these Terms are supplemented by a specific Service Agreement which details the fee, frequency, and other key arrangements. By signing the specific Service Agreement, you agree to be bound by both documents.

3. Important Disclaimers & Nature of Service

3.1. The content on this Website is for informational purposes only and does not constitute therapeutic or medical advice.

3.2. **Initial Consultation:** The purpose of an [initial consultation](#) is for us to determine if we are a good fit for working together. It does not constitute the beginning of a formal therapeutic relationship.

3.3. **Collaborative Process:** Therapy is a collaborative process. I am committed to providing my services with professional skill and care, but I do not guarantee specific outcomes.

3.4. **Emergency Service:** My Services are not suitable for crises. If you are at risk of harm to yourself or others, you must contact your local emergency services immediately (e.g., call 999 in the UK or 112 in the EU).

4. Fees, Payment, and Cancellation

4.1. The [fees](#) for my Services are stated on the Website and are confirmed at the time of booking. All fees must be paid in advance via bank transfer.

4.2. I require a minimum of 72 hours' notice to cancel or reschedule any appointment. If you provide less than 72 hours' notice or fail to attend a session, the full fee for that session is payable.

4.3. **Lateness and Non-Attendance:** I will wait for you for 10 minutes from the scheduled start time of our session. If you have not joined the session or contacted me via an agreed method (e.g., email, WhatsApp) within this 10-minute period to notify me of your delay, the session will be considered a non-attendance. In such cases, the session will be terminated, and the full fee remains payable in accordance with Clause 4.2. For initial consultations, this waiting period is 5 minutes.

4.4. **Communication Outside of Scheduled Sessions:** My primary mode of professional contact is during our scheduled sessions. The specific policies, boundaries, and any potential for billable work related to communication outside of these sessions (e.g., via email or messaging) are strictly defined in your individual Service Agreement (i.e., your Therapy Agreement or Supervision Agreement). These channels must not be used for emergency contact. In the event of a crisis or emergency, you must contact your local emergency services directly.

4.5. **Refunds & Credits:** If you cancel a prepaid session with the required notice, you may choose to receive the full amount as a credit towards a future session. If you request a monetary refund, the refunded amount will be subject to the deduction of any direct banking costs incurred by me in processing the transfer.

4.6. **Special Provisions for Digital Products:** When you purchase digital content, you will be asked to give your express prior consent to begin the download or access. By giving this consent, you explicitly acknowledge that you thereby lose your right of withdrawal from the contract.

4.7. **Continuation Package:** For established clients, I may offer a Continuation Package, consisting of a pre-paid block of 4 or 6 sessions. These sessions are purchased at the client's current session rate and are valid for a period of nine (9) months from the date of purchase. Sessions from a Continuation Package are subject to the same 72-hour cancellation policy (Clause 4.2). A separate agreement will be issued for the purchase of any Continuation Package.

4.8. Right of Withdrawal and Commencement of Services

a) **14-Day Cooling-Off Period:** In accordance with consumer law, if you are a consumer client, you have the right to withdraw from our service agreement within 14 days of its conclusion without giving any reason.

b) **Requesting Service Within the Cooling-Off Period:** If you schedule a session that is due to take place within this 14-day period, you are making an express request for the service to commence.

c) **Consequences of Early Commencement & Cancellation:** By expressly requesting a session within the 14-day cooling-off period, you acknowledge and agree that if you cancel that session with less than 72 hours' notice or fail to attend, you lose your right of withdrawal for that specific session, and the full fee will be payable, as the service of reserving that dedicated time has been fulfilled.

4.9. Annual Fee Review

a) To account for inflation and my own professional running costs, the session fee is reviewed once a year.

b) Any adjustment to the fee will take effect from 1 January.

c) You will be given at least one month's notice in writing of any change to your fee.

d) Continuing with your sessions after this date means that you have accepted the new rate.

5. User Obligations

5.1. General Obligations (Applicable to all Website Users and Clients)

By using this Website or any of my Services, you confirm that you are at least 18 years old. You agree to:

- a) Provide information that is true, accurate, and complete.
- b) Ensure you have a private, secure, and reliable internet connection for the duration of any online session.
- c) Maintain the confidentiality of any login details or access links provided to you.

5.2. Specific Eligibility for Therapy Clients

To ensure safety, suitability, and ethical practice, individuals wishing to engage in counselling services ("Therapy Clients") must meet the following criteria, in addition to the general obligations above.

Therapy Clients must:

- a) Be physically located outside of the USA and Canada during all sessions.
- b) Be registered with a General Practitioner (GP) or an equivalent primary care physician in their country of residence.
- c) Provide contact details for their GP and at least one emergency contact before our first session.
- d) Acknowledge that my services are not suitable for individuals in active crisis or in need of immediate emergency intervention, as stated in Clause 3.4 of these Terms.
- e) Disclose if they are currently receiving therapy or counselling from another mental health professional. Concurrent therapy is not always advisable and must be discussed and explicitly agreed upon before we can proceed.

6. Confidentiality and Data Protection

6.1. I maintain strict client confidentiality in line with the BACP Ethical Framework. The specific legal and ethical limits to this confidentiality are explained in detail in my [Privacy Policy](#) and the Service Agreement you will sign before our work begins.

6.2. For the purposes of applicable data protection law (including EU GDPR and UK GDPR), I, William Smith EI, am the Data Controller.

7. Intellectual Property

7.1. **Acknowledgement of Third-Party & Public Domain IP:** This website features images and materials used under license from third-party sources. I do not claim ownership of this pre-existing intellectual property.

7.2. **My Proprietary Materials:** All original content, frameworks, worksheets, and materials created by me and provided on this Website or as part of any Service ("My Proprietary Materials") are and shall remain my exclusive intellectual property. Your fee provides you with a limited, non-transferable license to use My Proprietary Materials for your own personal, non-commercial use only.

8. Liability and Client Responsibility

8.1. I provide my Services with reasonable skill and care. My total liability to you, for any and all claims arising out of or in connection with our agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the total fees you have paid to me in the twelve (12) months immediately preceding the date on which the claim arose. This limitation of liability does not apply to any liability for death or personal injury caused by my negligence, or for fraud, for which my liability is not limited.

8.2. Professional Boundaries and Client Autonomy: Our work is a supportive and collaborative process, not a directive one. I am responsible for providing a professional and ethical service. You, as the client, retain full autonomy and are solely responsible for the choices, actions, and decisions you make in your life as a result of our work together.

9. Duration and Termination of Services

9.1. Commencement and Duration: The start date and initial duration of any Service will be confirmed in your specific Service Agreement. Unless a fixed term is specified, Services are considered ongoing.

9.2. Termination by You (the Client): You have the right to terminate our agreement at any time. I request that you provide notice of your intention to end our work. Specific requirements or recommendations for concluding our work, such as a final closing session, will be detailed in your specific Service Agreement. You remain liable for the fee for any sessions scheduled within the 72-hour cancellation period (Clause 4.2).

9.3. Termination by Me: I reserve the right to terminate our agreement. In such circumstances, I will act in accordance with my professional and ethical obligations. Where feasible and appropriate, I will provide you with notice of termination and, in line with my professional judgement, may provide referrals to other professionals or services.

10. Dispute Resolution, Governing Law, and Jurisdiction

10.1. Initial Resolution: My primary aim is to resolve any concerns directly and amicably. Should you have any concerns about my services, I invite you to first consult my [Complaints Policy](#) and contact me as outlined within it.

10.2. Formal Escalation Paths: If an issue cannot be resolved informally, two distinct paths are available depending on the nature of the complaint:

(a) For Concerns about Professional and Ethical Conduct: As a member of the BACP, I am subject to its Professional Conduct Procedure. You have the right to raise a complaint with the BACP at any time.

(b) For Contractual Disputes (Consumer Clients Only): In accordance with the French Consumer Code, if a dispute cannot be resolved directly, you have the right to seek free-of-charge mediation.

10.3. Governing Law: These Terms shall be governed by and construed in accordance with French law.

10.4. Consumer Rights: If you are an individual client using my services for personal reasons (a "consumer"), this choice of law does not deprive you of the mandatory protections of the consumer laws of your country of residence.

10.5. Jurisdiction: Any legal proceedings should, in the first instance, be subject to the jurisdiction of the competent courts in Vannes, France. However, as a consumer, you may be entitled to bring proceedings in your country of residence.

10.6. Business Clients: For professional supervision, mentoring, training, or corporate clients, the provisions regarding consumer rights and consumer mediation (9.2b, 9.4 and the latter part of 9.5) do not apply.

11. Professional Standards

11.1. I am an accredited member of the British Association for Counselling and Psychotherapy (BACP) and adhere to its Ethical Framework. I maintain valid professional liability insurance for all services provided.

General Provisions

12.1. I may amend these Terms by posting the updated version on this Website. Your continued use of the Website after any changes constitutes your acceptance of the new Terms.