

Full Terms & Conditions of Business – Effective 25 October 2025 or 1 December 2025 for existing clients

1. Definitions

1.1. In these Terms, the following definitions apply:

- (a) **“I”, “me”, “my”** refers to William Smith EI (sole trader in France, SIREN 847789195), 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) **“Consumer Client”** means a Client who uses the Services for personal purposes and not in the course of trade, business, craft or profession.
- (e) **“Business Client”** means a Client who engages the Services in the course of trade, business, craft or profession (for example, supervisees, employers, charities, training providers, EAPs).
- (f) **“Third-Party Payer”** means any organisation or person (other than you) that agrees to pay fees due from you (for example, an employer, charity, training provider, or EAP).
- (g) **“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.
- (h) **“Website”** refers to therapyhub.eu and all its related pages and sub-pages.
- (i) **“Service Agreement”** means the specific agreement for a particular Service (for example, Counselling, Supervision, or Mentoring) that sets out the agreed fee, frequency, and other key arrangements.
- (j) **“Schedule”** means any schedule or annex incorporated into these Terms or a Service Agreement that provides Service-specific provisions.

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, as well as professional supervision, mentoring, and training (the “Services”). Unless we expressly agree otherwise in writing, Services are delivered remotely.

2.3. **Agreement Structure.** These Terms form the primary agreement governing all 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 Service Agreement (including electronic signature or written confirmation via email/booking system), you agree to be bound by both documents.

2.4. Service-Specific Schedules. The Service Agreement may incorporate one or more **Schedules** or Annexes. Schedule A (Supervision & Mentoring – Business Clients) forms part of these Terms and applies where you receive supervision or mentoring in a professional capacity. Where there is a conflict, the order of precedence in clause 13 applies.

3. Important Disclaimers & Nature of Service

3.1. The content on this Website is for general information only. It does not constitute therapeutic, medical, or legal advice, and it is not a substitute for diagnosis, treatment, or advice from your GP or other qualified professionals. Accessing the Website or downloading materials does not create a client–practitioner relationship.

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 create an ongoing therapeutic contract. That contract begins only if we both agree to proceed and a Service Agreement is signed or confirmed in writing.

3.3. Collaborative Process. Counselling, Supervision and Mentoring are collaborative processes. I will provide my Services with professional skill and care. I do not guarantee any particular outcome or result.

3.4. Emergency Service. My Services are not suitable for crises and I do not offer a 24/7 or emergency response. 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) and/or an appropriate crisis line in your country.

3.5. Scope of practice. I do not provide medical diagnosis, prescribe medication, or issue medico-legal reports. Where appropriate, I may recommend that you seek medical or specialist support alongside or instead of my Services.

4. Fees, Payment, and Cancellation (General)

4.1. Fees & Payment. The fees for my Services are stated on the Website and/or are confirmed at the time of booking in your Service Agreement. Unless stated otherwise, all fees must be paid in advance via bank transfer. Fees are stated in GBP unless otherwise indicated. The total price and any applicable taxes or charges will be shown before you confirm a booking or purchase. If a different currency or payment method is agreed, this will be set out in your Service Agreement or invoice. A receipt or invoice can be provided.

4.2. Cancellation / Rescheduling Window. 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. This policy is reasonable and proportionate and does not affect your statutory right of withdrawal where applicable (see clause 4.8). To cancel or reschedule, please notify me by email or via the agreed booking system; your notice takes effect when sent.

4.3. Lateness and Non-Attendance. I will wait for you for 10 minutes from the scheduled start time of our session (or 5 minutes for initial consultations). If you have not joined the session or contacted me via an agreed method within this period to notify me of your delay, the session will be considered a non-attendance. The session will be terminated and the full fee remains payable in accordance with clause 4.2. If you join late, the session will still need to end at the scheduled time and no refund

is due for unused time. If I am unavoidably delayed, I will make up the time where reasonably possible or offer to reschedule without additional charge.

4.4. Communication Outside of Scheduled Sessions. My primary mode of professional contact is during scheduled sessions.

(a) **Therapy clients — no emergency messaging.** Email or messaging may be used for administrative matters (e.g., scheduling, invoices) only. They are not suitable for urgent or emergency needs and must not be relied upon for crisis support. In a crisis or emergency, you must contact your local emergency services (e.g., 999 in the UK or 112 in the EU) and/or appropriate crisis lines.

(b) **Supervisees/mentees — limited professional check-ins.** Where time-sensitive practice issues arise (for example, immediate safeguarding queries or a brief debrief after a challenging client session), you may contact me by email or the agreed channel for a short check-in. This is not an emergency service and no immediate response is guaranteed; I will respond as soon as reasonably practicable during business hours. Brief check-ins are not billed; where the exchange requires substantive input or extended time, I may bill my time at your supervision rate in accordance with Schedule A (A2.5). Where practicable, I will let you know when an exchange is moving into billable time.

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 may be subject to deduction of any direct banking costs I incur in processing the transfer. This does not apply to refunds made under your statutory right of withdrawal (see clause 4.8).

4.6. Digital Products. Where you purchase digital content, you will be asked to give your express prior consent to begin the download or access and to acknowledge that doing so causes you to lose your right of withdrawal for that digital content. I will confirm this on a durable medium (for example, by email).

4.7. Continuation Package. For established clients, I may offer a pre-paid block of 4 or 6 sessions at your current session rate. Packages are valid for nine (9) months from purchase. The 72-hour cancellation policy applies. A separate agreement will be issued for any Continuation Package.

4.8. Right of Withdrawal (Consumer Clients).

(a) **14-day cooling-off period.** You have 14 days from when we make our contract to withdraw without giving a reason.

(b) **Starting within those 14 days (your express request).** If you ask me to begin during the 14-day period, you agree that I may start then. If the service is fully performed within those 14 days after your express request and acknowledgement, you will no longer have a right to withdraw once performance is completed.

(c) **If you withdraw after we've started.** You will pay only for services already delivered before you tell me you are withdrawing (for example, a session we have actually held). Any services not yet delivered at that time are cancelled and not charged under the withdrawal rules.

(d) **No-shows booked within the 14-day period.** If you booked a session but did not attend and then validly withdraw within the 14-day period, no fee is due for that missed session under the withdrawal rules (because it was not delivered).

(e) **Separate from the 72-hour policy.** Outside the legal withdrawal context (for example, after the 14-day period, or if you choose not to withdraw), my 72-hour cancellation/no-show policy in clause 4.2 applies in full.

(f) **How to withdraw.** You may withdraw by emailing email@therapyhub.eu or by sending the Model Withdrawal Form in Annex 1 (use of the model form is optional). I will refund any balance due within **14 days**, using the same payment method where possible, minus any proportionate amount owed under clause 4.8(c).

4.9. Annual Fee Review.

(a) Session fees are reviewed once a year.

(b) Any adjustment takes 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.

4.10. **Business-Client Specifics.** Where you are a Business Client receiving supervision or mentoring, Schedule A applies in addition to this Section 4 and prevails over any conflicting provisions relating to payment, invoicing, cancellations/no-shows as they affect payment, credit control, and suspension of services.

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, quiet, and reliable internet connection and suitable device for the duration of any online session.

(c) Keep confidential any login details, access links, meeting IDs, or passwords provided to you, and not share them with anyone else.

(d) Not record (audio, video, screenshots) or stream sessions without our prior written agreement, and not reproduce or distribute any session content or materials except as permitted under these Terms. Reasonable accessibility adjustments may be agreed in advance (for example, enabling captions or transcripts). Where such an adjustment requires recording to be enabled, we will: (i) prefer platform features that generate live captions/transcripts without retaining a recording; (ii) if a recording is unavoidable, obtain your explicit consent first, limit any recording to what is necessary, store it securely, retain it only for as long as needed for the adjustment, and then delete it; and (iii) make any transcript/captions available for your personal use only—you must not share or redistribute them. Any processing of recordings or transcripts is carried out in accordance with my Privacy Policy.

(e) Refrain from joining sessions while driving or undertaking any activity that could compromise safety or privacy.

5.2. Specific Eligibility for Therapy Clients. To ensure safety, suitability, and ethical practice, individuals wishing to engage in counselling services (“Therapy Clients”) must, in addition to the general obligations above:

(a) Be physically located **outside of the USA and Canada** during all sessions. If you travel to, or are temporarily present in, the USA or Canada, you must tell me in advance; therapy sessions will be paused until you are outside those jurisdictions.

(b) Be registered with a General Practitioner (GP) or equivalent primary care physician in your country of residence.

(c) Provide contact details for your GP and at least one emergency contact before our first session, and keep them up to date. These details are used only as set out in the Privacy Policy and/or where necessary to protect vital interests.

(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.

(e) Disclose if you are currently receiving therapy or counselling from another mental health professional. Concurrent therapy is not always advisable and must be discussed and explicitly agreed before we proceed.

6. Confidentiality and Data Protection

6.1. I maintain client confidentiality in line with the BACP Ethical Framework and good professional practice. Confidentiality has legal and ethical limits. I may disclose information only where necessary and proportionate:

(a) to prevent or reduce a serious risk of harm to you or to others, or to protect a child or vulnerable adult;

(b) where required by law or a court/competent authority;

(c) to my professional insurer or legal adviser for the purpose of obtaining advice (on a strictly need-to-know basis and under confidentiality);

(d) in supervision for the purposes of safe and effective practice (clients are not identifiable, and supervisors are bound by confidentiality);

(e) to comply with safeguarding or professional reporting duties where applicable; or

(f) where you give your explicit consent to a specific disclosure.

6.2. For the purposes of applicable data protection law (EU GDPR and UK GDPR), I, William Smith EI, am the Data Controller for personal data processed in connection with this Website and my Services. I process personal data (including, where relevant, special category data such as health information) to provide and manage the Services, take bookings and payments, maintain records, meet legal/ethical obligations, and communicate with you. The lawful bases include performance of a contract, legitimate interests, legal obligation, vital interests (in rare emergencies), and, where required for special category data, an appropriate additional condition (for example, health care

purposes or your explicit consent). Full details, including categories of data, recipients, retention periods, and your rights, are set out in my Privacy Policy.

6.3. International transfers. Your data may be processed in, or transferred to, countries outside the EEA/UK where service providers are located.

6.4. Processors and services used. I use reputable third-party providers (for example, video-conferencing, email, scheduling, invoicing, and document storage).

6.5. Communications and security. Online communications can never be 100% secure. I take reasonable technical and organisational measures to protect your information. If you email me or use other messaging tools, you accept the inherent risks of those channels. Sensitive issues are best discussed in session.

6.6. Your data rights. You have rights of access, rectification, erasure, restriction, objection, and portability, and the right to withdraw consent where processing is based on consent. These rights are subject to legal limits (for example, where records must be kept for legal or insurance purposes). To exercise your rights, contact me at email@therapyhub.eu.

6.7. Complaints. If you have concerns about data protection, please contact me first. You also have the right to complain to a supervisory authority: in France, the CNIL; in the UK, the Information Commissioner's Office (ICO).

7. Intellectual Property

7.1. **Acknowledgement of Third-Party & Public Domain IP.** This Website may include images, software, fonts, or other materials that are licensed from third parties or are in the public domain. I do not claim ownership of any such pre-existing intellectual property. Where a third-party licence or attribution requirement applies, that licence/requirement prevails for that item.

7.2. **My Proprietary Materials.** All original content, frameworks, worksheets, handouts, training slides, copy, and other materials that I create and provide on the Website or as part of any Service ("My Proprietary Materials") are and remain my intellectual property. I retain all rights, including moral rights.

7.3. **Your Licence to Use.** When you pay for Services or digital content, I grant you a limited, non-exclusive, non-transferable licence to use My Proprietary Materials for your own personal, non-commercial use (for Consumer Clients) or for your internal business use by the named organisation and its session attendees (for Business Clients), in each case only for the purposes of our work together.

7.4. **What You Must Not Do.** Unless I agree in writing, you must not: (a) share, publish, sell, or sub-licence My Proprietary Materials to anyone else; (b) copy or adapt them beyond what is reasonably necessary for your permitted use; (c) remove my name, logos, copyright notices, or other attributions; or (d) use them to create competing materials or services. These restrictions do not limit any rights you have that cannot be excluded by law.

7.5. **Recordings.** Recording of sessions is not permitted unless we agree in advance in writing (see clause 5.1(d)). If a recording or transcript is agreed for accessibility, your use is limited to your personal/internal use and you must not share it.

7.6. Your Materials. If you provide content (for example, documents or case materials) for use in the Services, you promise you have the right to use and share it with me. You grant me a limited licence to use it solely to deliver the Services to you.

7.7. Feedback. You are welcome to give feedback or suggestions. I may use them without obligation to you, provided I do not disclose your confidential information.

8. Liability and Client Responsibility

8.1 Consumers (scope of liability). I will provide the Services with reasonable skill and care. If I fail to comply with these Terms or to use reasonable skill and care, I am responsible for loss or damage you suffer that is a **foreseeable** result of that failure or breach. Nothing in these Terms excludes or limits liability where it would be unlawful to do so (including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or gross negligence). I am not responsible for:

- (a) loss or damage that was not foreseeable;
- (b) loss arising because you did not follow reasonable instructions, or because information you provided was inaccurate or incomplete;
- (c) loss caused by your equipment, devices, software, or internet connection;
- (d) outages or failures of third-party services I do not control (for example, your email provider, video-conferencing platforms, or payment services);
- (e) decisions you choose to make (or not make) in your personal or professional life;
- (f) business losses (loss of profit, business, or opportunity); or
- (g) events outside our reasonable control (see clause 12.6), provided reasonable steps are taken to minimise their effects.

8.2 Business Clients (scope of liability). To the maximum extent permitted by law, and except in cases of death or personal injury, fraud, wilful misconduct (dol), or gross negligence (faute lourde), my aggregate liability to Business Clients for any loss or damage arising out of or in connection with our agreement (whether in contract, tort, or otherwise) is limited to the total fees you paid in the twelve (12) months immediately preceding the event giving rise to the claim. I am not liable for indirect or consequential loss (including loss of profit, revenue, business, anticipated savings, data, or opportunity). This limitation does not apply where it would deprive the contract of its essential obligation.

8.3 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 Service Agreement. Unless a fixed term is specified, Services are ongoing.

9.2. Termination by You (the Client). You may end our agreement at any time. Please let me know as early as you can so we can conclude well (for example, with a closing session if appropriate). You remain liable for the fee for any sessions scheduled within the 72-hour cancellation period (clause 4.2). If you have prepaid for sessions that have not been delivered, you may request a pro-rata credit or refund for the unused balance (subject to any direct bank transfer costs as set out in clause 4.5). Your statutory right of withdrawal, where applicable, is unaffected (clause 4.8).

9.3. Termination by Me. I may end or decline to continue our work where, in my professional judgement or for legal/ethical reasons, it is appropriate to do so, including (without limitation) if:

- (a) the work is no longer clinically suitable or within my competence;
- (b) there is a safeguarding concern or serious risk issue;
- (c) you breach these Terms (for example, repeated late-cancellations/no-shows, abusive behaviour, recording without agreement, non-payment, or joining from a public setting that cannot be remedied—see clauses 4.2, 4.3 and 5.1(b),(d));
- (d) a conflict of interest arises;
- (e) legal, regulatory, insurance or jurisdictional restrictions apply (for example, if you are in the USA/Canada contrary to clause 5.2(a)); or
- (f) continuing would be unlawful or unethical.

Where feasible and appropriate, I will give you reasonable notice and, at my discretion, signpost you to other services. If I terminate for reasons other than your breach or non-payment, I will refund any prepaid, undelivered sessions.

9.4. Suspension. I may temporarily suspend Services (for example, illness, planned leave, technical outages, or credit-control concerns). I will give notice where reasonably possible and offer to reschedule. For Business Clients, Schedule A (including suspension for non-payment) also applies.

9.5. Effect of Termination. On termination: (a) no further sessions will take place; (b) sums already due remain payable (including fees arising under clause 4.2); (c) confidentiality continues (Section 6); (d) your licence to use materials continues only as permitted by Section 7; and (e) I will retain records in line with my Privacy Policy and legal/insurance obligations.

10. Dispute Resolution, Governing Law, and Jurisdiction

10.1. Initial Resolution. My primary aim is to resolve any concerns directly and amicably. Please first consult my Complaints Policy and contact me as outlined there. I will acknowledge your complaint and seek to resolve it promptly.

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) **Professional and Ethical Conduct.** As a member of the BACP, I am subject to its Professional Conduct Procedure. You may raise a complaint with the BACP at any time.

(b) **Consumer Mediation (France/EU).** In accordance with the French Consumer Code, if you are a Consumer Client and a dispute cannot be resolved directly, you have the right to free-of-charge consumer mediation. You must first contact me in writing. If the matter remains unresolved after my response, or after two months from your written complaint, you may refer the dispute to the mediator within one year of your complaint.

10.3. **Governing Law.** These Terms are governed by and construed in accordance with French law.

10.4. **Consumer Rights (mandatory protections).** If you are a Consumer Client, this choice of law does not deprive you of the mandatory consumer protections of the law of your habitual residence.

10.5. **Jurisdiction.** Any legal proceedings should, in the first instance, be brought before the competent courts in Vannes, France. However, if you are a Consumer Client, you may be entitled to bring proceedings in the courts of your country of residence.

10.6. **Business Clients.** For professional supervision, mentoring, training, or other business-to-business engagements, the consumer provisions in clause 10.2(b), 10.4, and the consumer option in 10.5 do not apply. The courts in Vannes, France shall have exclusive jurisdiction, without prejudice to any mandatory rules of law that cannot be contracted out of.

11. Professional Standards

11.1. I am a **BACP Accredited Member** and I work in accordance with the **BACP Ethical Framework**. I engage in regular professional supervision and continuing professional development (CPD) to support safe and effective practice. In supervision, clients are not identifiable and supervisors are bound by confidentiality.

11.2. **Professional liability insurance.** I maintain professional civil liability insurance (responsabilité civile professionnelle) for all Services provided from my establishment in France. On request, I will provide the insurer's name, policy number, territorial scope, and period of cover. The territorial scope does not include the USA or Canada, which aligns with the location limits in clause 5.2(a).

11.3. **Scope of practice.** I do not provide medical diagnosis, prescribe medication, or issue medico-legal reports. Where appropriate, I may recommend that you seek medical or specialist support alongside or instead of my Services.

12. General Provisions

12.1 **Changes to these Terms.** I may amend these Terms by posting an updated version on the Website.

(a) **Website-only users.** Changes take effect on posting.

(b) **Clients with an active Service Agreement.** If a change **materially affects your rights or obligations** (and is not required by law or by a regulator), I will give you at least **30 days' notice** by email or other durable medium. You may end the Services before the effective date without penalty; otherwise, continuing after that date means you accept the change. This clause does not limit your statutory rights.

12.2 Notices. Notices may be given by email. My contact address is email@therapyhub.eu (or any updated address shown on the Website). Your notice is effective when sent, unless you receive a delivery-failure message; if sent outside normal business hours (09:00–18:00, Europe/Paris, Monday–Friday), it is treated as received on the next business day. You must keep your contact details up to date.

12.3 Entire Agreement. These Terms, together with any **Service Agreement** and any incorporated **Schedules/Annexes**, form the whole agreement between us about the Services. We each rely on these documents as the complete statement of our agreement. Nothing in this clause limits liability for fraud or fraudulent misrepresentation, or any mandatory rights you have as a consumer.

12.4 No Waiver. A failure or delay to exercise a right or remedy does not waive it, and a single or partial exercise does not prevent any further exercise.

12.5 Severability. If any provision is invalid or unenforceable, the rest remains in full force. Where permitted by law, the invalid provision will be replaced by a valid one that most closely reflects our original intent.

12.6 Force majeure. Neither party is liable for delay or failure caused by an event of force majeure as defined by French law—i.e., an event that is unforeseeable, irresistible, and external (including but not limited to widespread internet or power outages, acts of government, natural disasters, epidemics, or major platform outages). The affected party will notify the other, take reasonable steps to mitigate, and resume performance when the event ends. If a force-majeure event continues for more than 30 days, either party may terminate on written notice; I will refund any prepaid, undelivered sessions.

12.7 Language (consumers). This agreement is drafted and concluded in English, which you confirm you understand. Where required by French consumer law, key pre-contract information and statutory notices are made available in French. Any translation is for convenience; in case of discrepancy, the English version prevails except where French consumer law requires otherwise.

12.8 Sub-contracting and assignment. I may use carefully selected sub-contractors (for example, IT, scheduling, or billing providers). I may assign or transfer this agreement to a successor (for example, on a business transfer). I will notify you if this happens. If you are a Consumer Client and the transfer materially disadvantages you, you may end the agreement.

12.9 Third-party rights. This agreement is between you and me. No one else has any rights to enforce it (including under the UK Contracts (Rights of Third Parties) Act 1999), unless we expressly agree in writing.

12.10 Relationship. We are independent contracting parties. Nothing in these Terms creates a partnership, joint venture, or employment relationship.

12.11 Interpretation. Headings are for convenience only. “Including” means “including without limitation.”

12.12 Survival. Clauses that by their nature should continue after termination do so, including Sections 4 (fees already due), 6 (confidentiality/data protection), 7 (intellectual property), 8 (liability), 10 (dispute resolution/law/jurisdiction), and 12 (general provisions).

13. Order of Precedence

13.1 If there is any conflict or inconsistency between documents, the following order of precedence applies (highest to lowest):

- (a) the Service Agreement signed or confirmed for a specific Service (including any documents it expressly incorporates);
- (b) the applicable Service-Specific Schedule(s) identified in the Service Agreement (e.g., Schedule A for supervision/mentoring);
- (c) these Terms (main body);
- (d) Annexes (provided for information and convenience only; they do not override the documents above).

13.2 Within any document set, specific terms prevail over general terms, and a later-dated document prevails over an earlier one unless it expressly states otherwise.

13.3 Any external terms (for example, purchase orders or payer terms) do not apply and do not vary our agreement unless we expressly agree to them in writing and state that they take precedence over these Terms and the relevant Schedule.

Schedule A - Supervision & Mentoring (Business Clients)

This Schedule applies where you receive supervision and/or mentoring in a professional capacity. It supplements and, to the extent of any conflict on the subjects covered below, prevails over Sections 4 (Fees, Payment, and Cancellation) and 12 (General Provisions) of the main Terms.

A1. Scope

A1.1 The supervision/mentoring relationship is between you and me. I will not share supervision content with any third party. I may share administrative and billing information only as described in A3 and A4.

A1.2 Out-of-session contact (Supervision & Mentoring). Where time-sensitive practice issues arise (e.g., immediate safeguarding queries or a brief debrief after a challenging session), you may contact me by email or the agreed channel for a short check-in. This is not an emergency service and no immediate response is guaranteed; I will respond as soon as reasonably practicable during business hours. Substantive advice or case discussion outside scheduled sessions may be billable in accordance with your Service Agreement or this Schedule.

A2. Fees, Billing & Third-Party Payers

A2.1 If you are paying personally, fees are due in full before each session. Sessions may be declined or paused until cleared funds are received.

A2.2 Where a Third-Party Payer will be billed:

- (a) You must provide their billing details and, where applicable, a purchase order or written funding authorisation before the first session. If no authorisation is in place, sessions may be postponed unless you prepay.

(b) Monthly billing in advance. I will issue a consolidated invoice at the start of each calendar month covering the number and durations of sessions scheduled for that month (as set out in the Service Agreement or booking records). Any variances (additional sessions taken, session extensions, or charges for late-cancellations/no-shows) will be reconciled on the following month's invoice or by credit note where appropriate.

(c) Payment terms. Invoices are payable within 30 calendar days of the invoice date ("Net 30") unless we agree otherwise in writing.

(d) You remain jointly and severally liable with the Third-Party Payer for all fees, including late-cancellations and no-shows. If the payer declines or fails to pay any amount when due, you must settle the balance on demand.

(e) For billing and credit control, I may share administrative information with the payer (session dates/times, attendance/no-show status, invoice and payment status/amounts). No clinical, case, or supervision content is shared.

(f) If an invoice remains unpaid beyond its due date (or earlier if the payer refuses liability), I may invoice you directly and/or pause services until the account is settled.

(g) Purchase Orders & Other Terms. Any purchase order or payer terms are for administrative convenience only and do not form part of our agreement unless expressly agreed in writing. This Schedule prevails over any conflicting payer terms.

A2.3 Currency & Charges. Unless the Service Agreement states otherwise, payment is by bank transfer in GBP. You (or the payer) are responsible for any bank or transfer charges. Where another currency is agreed, the amount due is the GBP fee converted at a reasonably selected exchange rate as stated on the invoice.

A2.4 Late Payment (Business Clients). Late-payment charges apply automatically from the day after the due date, without reminder. The applicable regime depends on the payer/invoice as follows:

(a) EU/France payers or invoices not covered by (b): Late-payment interest at the ECB refinancing rate (applicable on 1 January or 1 July, as the case may be) plus 10 percentage points, plus a fixed €40 recovery indemnity. If recovery costs exceed €40, additional compensation may be charged upon proof (Code de commerce L441-10).

(b) UK payers (registered office or billing address in the UK) or invoices payable in GBP to a UK billing address: Statutory late-payment interest at 8% above the Bank of England base rate, fixed for the 6-month period in which the debt became late (1 Jan–30 Jun / 1 Jul–31 Dec), plus the fixed sum under the Late Payment of Commercial Debts (Interest) Act 1998 (£40 for debts <£1,000; £70 for £1,000–£10,000; £100 for >£10,000), and reasonable recovery costs to the extent they exceed that fixed sum.

These remedies apply only to Business Clients.

A2.5 Out-of-session professional contact (discretionary). Email, messaging, or phone check-ins related to supervision outside scheduled sessions are part of good professional practice. Brief, administrative messages and quick acknowledgements are not billed. Where out-of-session contact requires substantive input (for example, case thinking, safeguarding advice, or reviewing materials) or extends beyond a brief reply, I may invoice my time at your supervision rate on a time-spent basis,

measured to the nearest five (5) minutes with no minimum charge. I will normally let you know when a thread is moving into billable time, and the time recorded will be shown on your invoice. Any such charges will appear as reconciliation items on the following month's invoice unless we agree otherwise.

A3. Cancellations & No-Shows (Funding Responsibility)

A3.1 The 72-hour cancellation policy in clause 4.2 applies to all funders. If a payer will not cover a late-cancellation or no-show, the fee is payable by you.

A4. Data Protection & Information Sharing with Payers

A4.1 I process administrative data relating to payer-funded arrangements for billing and credit-control purposes, including sharing the limited administrative details described in A2.2(e). My lawful basis is legitimate interests and/or performance of a contract, as explained in my Privacy Policy. No clinical or case content is shared with payers without your explicit consent or a legal obligation.

A5. Your Professional Responsibility

A5.1 You hold ultimate professional responsibility for your own work with clients, including all decisions, actions, and representations you make in your practice.

A5.2 You agree to adhere to the ethical standards of your registering or accrediting professional body (or an equivalent recognised ethical framework) and to uphold honesty, integrity, and transparency in all aspects of your work.

A5.3 You will work only within the limits of your proven competence, training, and scope of practice, and you take responsibility for seeking supervision, further training, or referral where appropriate.

A5.4 You are responsible for ensuring that all public-facing materials, including profiles and marketing, accurately reflect your qualifications and experience. You understand that, as part of my role in supporting safe and ethical practice, I may review and discuss publicly available information about your work within supervision.

A5.5 You confirm that you hold valid professional indemnity insurance for your practice—either a personal policy in your name or cover provided by an employer/host organisation (e.g., charity, training provider, EAP)—and that this cover expressly extends to your role and setting. You will maintain this cover for the duration of our supervision agreement and promptly notify me if it lapses or materially changes.

A5.6 Where you practise under or for a third party (such as an employer, host organisation, commissioner, or funder), you will bring to my attention any relevant organisational policies, procedures, contractual terms, safeguarding/reporting requirements, confidentiality or record-keeping expectations, and limits of authority that may affect how you must approach your work or the scope of supervision, and you will update me if these change.

A6. Notices (Schedule A)

A6.1 Notices under this Schedule may be given by email and are deemed received as set out in clause 12.2 of the main Terms.

A7. Suspension & Termination for Non-Payment

A7.1 Without limiting clause 9.3, I may suspend or terminate supervision/mentoring if fees are overdue, a payer declines liability, or reasonable credit-control concerns arise. Any suspension does not waive the right to recover sums due.

A8. Precedence of this Schedule

A8.1 For Business Clients, this Schedule prevails over any conflicting provisions in the main Terms insofar as they relate to payment, invoicing, cancellations/no-shows as they affect payment, credit control, purchase-order terms, and suspension of services. All other provisions of the Terms continue to apply.

Annex 1 — Model Withdrawal Form (Consumer Clients)

(Use this form only if you wish to withdraw from the contract within the statutory 14-day period. You can email the completed form or the same information in your own words.)

To: William Smith EI

Email: email@therapyhub.eu

I/We (*) *hereby give notice that I/We (*)* withdraw from my/our (*) contract for the provision of services described below:

- Service(s):
- Order/Booking reference (if any):
- Ordered/Booked on (date):
- Service date(s) scheduled (if applicable):

Consumer details:

- Name of consumer(s):
- Address of consumer(s):
- Email used for booking:
- Telephone (optional):

Date:

Signature (only if this form is notified on paper):

(*) Delete as appropriate.