

## CLIENT AND INDIVIDUAL PAYOR TERMS AND CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation in this clause apply in this agreement:

<b>“Appointments”</b>	means periodically allotted durations of time for the provision of the Services.	<b>“Initial Appointment”</b>	means the first Appointment arranged by the Clinician and the Client.
<b>“Client”</b>	means the individual or individuals who are receiving the Services from Purple House.	<b>“Personal Data”</b>	means data which relate to a living individual who can be identified – (a) from that data, or (b) from that data and other information which is in the possession of, or is likely to come into the possession of, the data controller, and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.
<b>“Client Confidential Information”</b>	means any information (whether of a sensitive nature or not) which is disclosed to a Clinician relating to the Client pursuant to, or in connection with this agreement and the provision of Services (whether orally or in writing and whether or not such information is expressly stated to be confidential).	<b>“Purple House, we, us, our”</b>	means Gallasa Ltd. also trading as The Purple House Clinic, Edinburgh.
<b>“Clinician”</b>	means the qualified and registered professional appointed by Purple House to provide the Services who may be directly employed by Purple House or provide Services on a self-employed basis on behalf of Purple House.	<b>“Payor”</b>	means an individual or individuals paying the Fees on behalf of the Client.
<b>“First Appointment Fee”</b>	means the Fee charged by Purple House for the Initial Appointment arranged with the Client.	<b>“Referrer”</b>	means an individual acting on behalf of the Client who has formally referred the Client to the Purple House to receive the Services. Note the Referrer may also be the Payor.
<b>“Fee”</b>	means payment(s) made to Purple House in exchange for the provision of the Services.	<b>“Regulated Activity”</b>	means in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
<b>“Hours”</b>	means the number of hours (based on the agreed hourly rate) the Clinician will commit to the Appointments.		
<b>“HCPC”</b>	means the Health & Care Professions Council.		

**“Regulated Activity Provider”** shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.

**“Self-Funder”** means a Client who is paying for the Services themselves.

**“Services”** means the services provided by Purple House to the Client which includes but is not limited to, assessments, therapies, systemic interventions, medico legal work, liaison with third parties, attendance at meetings, writing reports and letters/emails, dealing with queries raised by Clients or Referrer, professional consultancy, teaching, training and clinical supervision.

**“Regulated Activity”** means in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

**“Regulated Activity Provider”** shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.

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## THESE TERMS

1.1 These terms and conditions apply where (i) you are the Client, (ii) you are the Client paying the Fees for the Services yourself (**“Self-Funder”**) or alternatively (iii) where you will not be the Client receiving the Services but are an individual or individuals who are over the age of 18 and will be paying the Fees on behalf of the Client (**“Payor”**). These terms govern the Services provided to the Client and also the Self-Funder or Payors’ obligation to pay the Fees. By signing these terms and engaging our Services (whether as Client, Self-Funder and/or Payor) you accept these terms and conditions in full. We consider these terms to set out the whole agreement between you (as Client, Self-Funder or Payor) and us for the supply of the Services. These terms only apply to contracts between us and persons contracting as individuals.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are **Gallasa Ltd.** also trading as The Purple House Clinic, Edinburgh. Our company registration number SC782877 and our registered address is 8a Rutland Square, Edinburgh, Scotland, EH1 2AS. Our trading address is: 8a Rutland Square, Edinburgh, Scotland, EH1 2AS.
- 2.2 You can contact Purple House by telephoning on 0131 5630868 or by writing to at [edinburgh@purplehouseclinic.co.uk](mailto:edinburgh@purplehouseclinic.co.uk).
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.

## 3. PROVISION OF SERVICES

- 3.1 The Clinician shall make an assessment of the type, duration and method of Services to be provided to the Client in accordance with the information and documentation provided to the Clinician by the Client, Payor or Referrer and any other relevant party as the Clinician sees fit.
- 3.2 Prior to commencement of the Services, Purple House shall agree an hourly rate for the provision of the Services with the Self-Funder or the Payor.
- 3.3 The Self-Funder, Payor or Referrer (as applicable) shall, prior to the commencement of the Services, notify Purple House as to the maximum total amount of Fees or maximum number of Hours based upon the agreed hourly rate they can commit to payment of.
- 3.4 If the Self-Funder, Payor or Referrer advises Purple House in accordance with clause 3.3 of this agreement of the maximum amount of Fees and Hours they will commit to and if, following the provision of the Services, it is felt in the Clinicians' professional opinion, that further Appointments are required, Purple House will notify the Self-Funder, Payor or Referrer in advance and seek their agreement to the additional amount of Fees prior to continuing with the provision of the Services past the maximum amount of Fees and Hours agreed upon.
- 3.5 The Self-Funder or Payor has 14 days after the date on which Purple House contacts them to confirm they agree to the hourly rates for the provision of the Services, in which to cancel the provision of the Services with Purple House. Note however, that if the Clinician has already commenced providing the Services to the Client, the Self-Funder or Payor cannot change their mind, even if the 14 day period is still running.

#### **4. SERVICE STANDARDS**

- 4.1 Purple House shall:
- 4.1.1 provide the Services to the Client with all due care and skill and in accordance with the relevant professional regulating body (e.g. HCPC) and any other applicable laws and regulations from time to time in force; and
  - 4.1.2 meet dates for the Appointments arranged with the Client unless there are extenuating circumstances to cancel or rearrange an Appointment or any reason including events outside the Clinicians' control. The Clinician will contact the Client as soon as is practicable in the event of a cancelled Appointment in order to arrange a new date/time for the Appointment; and
  - 4.1.3 observe and ensure that, where applicable, all relevant security, health and safety policies are notified to the Client prior to commencing an Appointment; and
  - 4.1.4 maintain all records of the Services provided and payment of Fees.
- 4.2 Purple House does not make any guarantees as to the effectiveness of the Services to the Client, for example, in the treatment of any specific mental health issues or conditions. No refund of the Fees paid by either the Self-Funder or the Payor will be given by Purple House if the Client alleges that the Services have failed to produce the desired effect.
- 4.3 The Services will be provided by Clinicians who are either directors or employed by Purple House or alternatively self-employed contractors appointed by Purple House. Purple House reserves the right to substitute Clinicians in respect of the provision of the Services if necessary.
- 4.4 In circumstances where there is a disagreement or ongoing dispute (legal or otherwise) between the parents/legal guardians of the Client as to the referral of the Client in order to receive the Services, Purple House reserves the right to decline the provision of the Services to the Client until such time as written confirmation is received from the parents/legal guardians of the Client that they are both consenting to the Client receiving the Services.

#### **5. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS**

- 5.1 The parties acknowledge that Purple House is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under these terms and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 5.2 Purple House shall:
- (a) ensure that all Clinicians engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and
  - (b) monitor the level and validity of the checks under this clause 5.2 for each Clinician;
  - (c) not use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Clients.

## **6. CLIENT DUTIES AND OBLIGATIONS**

6.1 The Client shall:

6.1.1 commit to behaving appropriately at all times during the Appointment and in the course of any communications with Clinicians. Purple House will consider any inappropriate behaviour (which includes but is not limited to, abusive, inappropriate or threatening action towards Clinicians) as a grounds to terminate the provision of Services; and

6.1.2 provide to the Clinician, in sufficient time, all information and instructions relating to provision of the Services that are necessary to adequately provide the Services in accordance with these terms; and

6.1.3 ensure they attend all Appointments promptly at the times arranged; and

6.1.4 ensure that if they are Self-Funders, the payment of the Fees is made in accordance with clause 8. Any such failure to pay the Fees will result in a suspension or termination of the provision of the Services to the Self-Funder.

## **7. PAYOR OBLIGATIONS**

The Payor shall ensure that payment of the Fees are made in accordance with clause 8. Any such failure to pay the Fees will result in a suspension or termination of the provision of the Services to the Client.

## 8. FEES

- 8.1 Following a date/time arranged between the Clinician and the Client for the Initial Appointment, **Purple House will raise an invoice in consideration of the First Appointment Fee which the Self-Funder or Payor is to pay immediately** in cleared funds to the Purple House nominated bank account save for in the event that the Appointment is cancelled/ rearranged in accordance with clause 9.1. Failure to make payment of the invoice on the due date (being a period of 72 hours from the date of the invoice) will result in the Clinician suspending the Initial Appointment and any further Appointments until payment of the Fee due is received in cleared funds.
- In some instances, the Fee for subsequent Appointments shall be charged by Purple House monthly invoices in arrears, although in most instances Appointments shall continue to be charged in advance and are payable in accordance with 8.1. **Monthly invoices in arrears are payable by the Self-Funder or Payor immediately on receipt of the invoices from Purple House.** The invoice shall provide details of the Appointments which the Clinician has provided and the amount of agreed hourly rates payable (calculated at the prevailing rate) plus VAT if applicable during that month. Failure to make payment of the invoice within a period of 72 hours from the date of the invoice will result in the Clinician suspending any further Appointments until payment of the Fees due are received in cleared funds.
- 8.2 Note that Services are exempt from VAT where the primary purpose of the Services is the protection, restoration or maintenance of the Client's mental health. Any Services which includes, but is not limited to, medicolegal assessments and clinical supervision are not subject to VAT exemption as the primary purpose to enable decision making.
- 8.3 **If the payment of the invoice is not made by the due date at clause 8.1. Purple House may charge the Self-Funder or Payor (as applicable) interest 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. The Client must pay Purple House interest together with any overdue amount.
- 8.4 If the Client believes that an invoice is incorrect, the Client will need to contact Purple House promptly to discuss the issues from the invoice. The Client will not have to pay any interest incurred on the disputed invoice until such time as the dispute is resolved. Once the invoice is declared, in the discretion of Purple House to be undisputed and requires payment Purple House will charge the Self-Funder or Payor interest on the invoice commencing from its original due date.
- 8.5 The Fees are reviewed by Purple House on an annual basis on or around 1<sup>st</sup> April. Any associated increases in the cost of the Services will be notified to the Client, Self-Funder, Payor and Referrer.

## 9. CANCELLATION/NON-ATTENDANCE OF AN APPOINTMENT

- 9.1 **If the Client is unable to attend an Appointment, they must give the Clinician at least 48 hours' notice prior to the Appointment date** and either postpone or rearrange the Appointment. Failure to provide notice of cancellation and/or non-attendance of the Appointment will result in the Self-Funder or Payor being charged the full Fee for the respective Appointment.
- 9.2 If the Services provided to the Client relate to teaching, training or consultancy engagements they must give the Clinician at least 14 days' notice up to and including the day of commencement of the Services. Failure to provide notice of cancellation and/or non-attendance will result in the Self-Funder or Payor being charged the full Fee for the respective Appointment and interest will be charged on any outstanding invoice in accordance with clause 8.3 of this agreement.

## 10. LATE ARRIVAL TO THE APPOINTMENT

- 10.1 Pursuant to clause 8 of this agreement, **the Client must arrive promptly for each Appointment. Due to the Clinicians timetable for Appointments, if the Client is late to an Appointment's scheduled start time, the Appointment will only run until the allotted end time and no allowance will be made to make up time for the period the Client has missed, nor will there be a reduction in the Fee payable.**
- 10.2 **If the Client is late attending an Appointment and misses more than 30 minutes, the Clinician at its sole discretion may cancel the Appointment and the Self-Funder or Payor will be liable to be charged the full Fee for the respective Appointment** and interest will be charged on the full Fee for the respective Appointment.

## 11. PURPLE HOUSE RIGHTS TO END THE SERVICES

- 11.1 Purple House may terminate the provision of the Services to the Client if the Client, Self-Funder or Payor (as applicable):
- (a) fails to make payment of an undisputed invoice, on the due date for payment;
  - (b) commits a material breach of any of these terms or is in breach of their obligations under these terms and (if such breach is remediable) fails to remedy that breach; or
  - (c) suspends or threatens to suspend payment of its debts or is unable to pay its debts as and when due or admits liability to pay its debts or is deemed unable to pay its debts with the meaning of Section 123 of the Insolvency Act 1986.
- 11.2 On termination of the provision of the Services to the Client for any reason, the Self-Funder or Payor shall immediately pay Purple House any outstanding unpaid invoices and Fees incurred and not yet invoiced.
- 11.3 Termination of the provision of the Services to the Client shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination including the right to claim damages in respect of any breach of the terms which existed at or before the date of termination of the Services to the Client.

## 12. COMPLAINTS

- 12.1 The Client, Self-Funder, or Payor shall promptly advise Purple House in the event they have any complaints about a Clinician or any of the Services. Details of Purple House compliant procedure can be found at [www.purplehouseclinic.co.uk](http://www.purplehouseclinic.co.uk).

## 13. CONFIDENTIALITY

- 13.1 Subject to clauses 13.2 and 13.3, Purple House shall keep the Client Confidential Information confidential and shall not:
- (a) use the Client Confidential Information except for the purpose of performing its rights and obligations under or in connection with these terms and the provision of the Services; or
  - (b) disclose such Client Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 13.
- 13.2 The obligation to maintain confidentiality of Client Confidential Information does not apply to any Client Confidential information:
- (a) which Purple House is required to disclose by judicial, administrative, governmental or regulatory process;
  - (b) which Purple House is required to disclose to ensure the safety of any persons;
  - (c) which is already in the public domain; and
  - (d) any Client Confidential information is in public interest to be shared.
- 13.3 A party may disclose the Client Confidential information to third parties, including those of its Representatives, who need to know such Client Confidential Information for the purposes of performing or advising on the party's obligations under these terms of the provision of the Services, provided that it informs such Representatives of the confidential nature of the Client Confidential Information before disclosure.
- 13.4 The provisions of this clause 13 shall survive termination of the provision of the Services to the Client.



## 14. DATA PROTECTION

- 14.1 Purple House will process Personal Data in accordance with the General Data Protection Regulation (2016/679) and Data Protection Act 2018 (“**Data Protection Legislation**”) and any supervening legislation.
- 14.2 Purple House shall, in respect of its processing of Personal Data provided to it by the Client, Payor or Referrer under these terms:
- 14.2.1 process such data only in accordance with the Client, Self-Funder, Payor or Referrer instructions and to the extent, and in such a manner as is necessary for the provision of the Services, and shall not process the Personal Data for any other purpose;
  - 14.2.2 not disclose the Personal Data to a third party other than at the Client, Self-Funder, Payor or Referrer request or for the lawful performance of the Services;
  - 14.2.3 promptly respond to any request from the Client, Self-Funder, Payor or Referrer requiring the amendment, transfer or deletion of their Personal Data;
  - 14.2.4 take such technical or organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data as are appropriate;
  - 14.2.5 protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected.
- 14.3 Purple House shall provide the Client, Self-Funder, Payor or Referrer with full co-operation and assistance in relation to any request made to have access to their Personal Data.

## 15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 15.1 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.
- 15.2 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.
- 15.3 Each of the paragraphs 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.
- 15.4 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.
- 15.5 These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts.

