

Counselling North Service Agreement

Agreement Number	Agreement Date
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The Address of the Company

Counselling North
PO Box 182, Chester-le-Street, DH2 1ZZ

0845 4503960

Bank details of Counselling North

Bank of Scotland
George Street Edinburgh Scotland EH1 3XP

Account Number 00451257
Sort Code 12-20-29

Your details

ref 06.2011

Name	Contact Name and Title
Address	
Address	
County	Post Code
Telephone	Fax
Mobile	E-mail address

Your invoicing details (if different)

Company Name	Contact Name and Title
Address	
Address	
County	Post Code
Telephone	Fax

The Standard Fee per Calendar Month

The deposit you have paid

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Costs of Detox and Additional Services

None

The Initial Period for which the agreement lasts

Starts	Ends
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We are Counselling North Ltd., Registered Office: • PO Box 182 Chester-le-Street DH2 1ZZ. This agreement incorporates our terms of business set out below for using Counselling North services which you confirm you have read and understood. We agree to comply with those terms and our obligations as set out in them. This agreement will come to an end after the date stated above unless this date is extended by mutual consent and confirmed in writing.

Client's Name (Please PRINT) _____

Title (Please PRINT) _____

Date: (DD/MM/YY) _____

SIGNED BY THE CLIENT _____

For Counselling North

Name (Please PRINT) _____

Title (Please PRINT) _____

Date (DD/MM/YY) _____

Signed on behalf of Counselling North

Guarantor/ Commissioner of service (if relevant)

Name (Please PRINT) _____

Title (Please PRINT) _____

Date: (DD/MM/YY) _____

Signed by the Guarantor

Using Counselling North

We are Counselling North. These are our terms of business. They apply to the service agreement which you have signed (which we refer to simply as *your agreement*).

Your agreement supersedes any previous agreement you may have had with us for the same or similar services and contains all the terms we have agreed.

STANDARD SERVICES INCLUDED IN YOUR STANDARD FEE

Counselling North undertakes to provide a telephone recovery / treatment service using a combination of the 12 steps recovery programme, Cognitive Behavioural Therapy (CBT) and Counselling methods.

Counselling North (hereinafter referred to as the Company) will telephone you, (“the Client”) on an agreed and regular basis likely to comprise at least one phone call each day. In addition and as part of the programme the Company agrees to send regular text messages to you and to provide you with access to a 24 hour help and coaching line.

All staff on the help and coaching line will be trained to assist you in recovery from addiction and will teach a programme of recovery. The Company will also ensure your confidentiality and anonymity save in circumstances where you or another is at risk of serious harm or when we are required by law to disclose information.

The Company commits itself to act in your best interests at all times.

Further details of the service are contained in our Information Pack and on our Website

Provision of Literature and additional services

Counselling North will provide a work book and sundry literature to you to facilitate this programme of recovery

Using the Service

Our team of skilled coaches and back up staff will deliver, over the telephone, a recovery programme. We will provide you with materials that you can use to help you to abstain from drugs and alcohol and other addictive behaviours and to assist you to achieve and sustain sobriety on a day to day basis. Our programme is positive and we do not support the concept that only one method of recovery can work for you. We use a mixture of methodologies including 12 step coaching and cognitive behavioural therapy. Our treatment programme is client centred and your views and positions will be respected.

Time Scale

There is no set time that you will need to work through this recovery programme and recovery depends on you. There is no guarantee provided by Counselling North that the recovery programme will be successful however success does depend on you. It is our aim to help you to recovery as soon as possible provided you are prepared to work with us.

Your name and address and contact details

It is imperative that you provide us with your contact details and telephone number and ensure that we are updated with any changes during the term of the agreement. Failure to provide accurate details will entitle the Company to bring the agreement to an end.

Comply with the law

You must comply with all relevant laws. You must not do anything that may interfere with the use of the Service.

Comply with our rules

We require you to comply with any policies that we have on the use of the service. The policies will be provided to you with your introduction pack. Further information is available on request.

At the start of your agreement

If for any reason we cannot provide the service stated in your agreement by the date when your agreement is due to start we have no liability to you for any loss or damages but you may cancel the agreement without penalty. The Company provides no guarantee that the programme of recovery will be successful and no responsibility for failure of the service will be accepted by the Company. In addition the Company shall not be liable to you for any loss or damages suffered by you as a result of a relapse.

Cooling Off

The Distance Selling Regulations entitle you to a cooling off period of up to 7 days unless you commence your treatment programme within that time scale laid down by the regulations. In that event the terms and conditions of this Service Level Agreement will apply. You will be sent a package of literature, workbooks and DVD(s) at the commencement of the service, however if you cancel the agreement before commencing the treatment programme you will be entitled to a full refund subject to you returning our goods safely to the Company address above. You will be required to cover the cost of the postage in returning the goods to us. Failure to return the goods will result in the loss of your entitlement to a refund.

Suspension of services

We may suspend the provision of services (including access to the helpline) for reasons of political unrest, strikes, or other events beyond our reasonable control, in which event payment of the standard fee will also be suspended for the same period.

Our liability

We are not liable for any loss as a result of our failure to provide a service as a result of mechanical breakdown, strike, delay, failure of staff, or otherwise unless we do so deliberately or are grossly negligent. We are also not liable for any failure until you have told us about it and given us a reasonable time to put it right.

The nature of your agreement

Your agreement is the commercial equivalent of an agreement for services. The Company retains the intellectual property rights over all of the literature provided to you and in our possession and control unless it is owned by third parties and used by us under license. This agreement is personal to you and cannot be transferred to anyone else. We may transfer the benefit of your agreement and our obligations under it at any time.

Commencement

This contract is deemed to be effective when the first payment has been received from you by Counselling North.

Bringing your agreement to an end

This agreement will end on the date agreed unless both parties have agreed to extend the date and confirmed this in writing. You can terminate this agreement at any time by giving at least 2 weeks' notice to Counselling North.

Ending your agreement immediately

We may terminate your agreement immediately if:

- We have reason to suspect that you may not be able to pay fees on time
- You are in breach of one of your obligations which cannot be put right or which we have given you notice to put right and which you have failed to put right within fourteen days of that notice, or
- Your conduct is wholly unreasonable. For the avoidance of doubt, serious verbal abuse of the Company's staff or violent and threatening behaviour will entitle the Company to terminate the Agreement immediately.

If we terminate the agreement for any of these reasons you agree that you will be liable to:

- Pay for additional services you have used
- Pay the standard fee for the remainder of the period for which your agreement would have lasted had we not terminated it, or (if longer) for a further period 2 weeks and indemnify us against all costs and losses we incur as a result of the termination.

Should you default on this agreement then the whole amount owing to Counselling North will become immediately due.

If the Service is not available

In the unlikely event that we are no longer able to provide the services stated in your agreement then your agreement will terminate immediately and you will only have to pay standard fees up to the date of termination and for any additional services you have used. We will try to find suitable alternative services for you with other professional advisors.

Notices

All formal notices must be in writing.

Confidentiality

The terms of your agreement are confidential. Neither of us is permitted to disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues after your agreement terminates. Counselling North will take necessary legal action to recover non payment of fees. Confidential information revealed in our case work will not be divulged to our legal representatives, however full details of our contract will be revealed to them.

DETOX SERVICES

Counselling North will arrange detox services for you through their appointed agents. Medical Officers will be privately instructed and you will be visited in your home for assessment purposes. You must pay for the services of these Medical Officers at the rates of charges current at the time regardless of whether they prescribe medication for your detox or not. In circumstances that pertain to your individual medical history, Medical officers may decline to facilitate a Home Based Detox on the grounds of your well being. If you require further visits from a Medical officer additional costs in addition to our standard fees will be payable by you. You will be responsible for the payment of any additional charges levied by the Medical Officer for whatever reason.

Costs relating to the management and supervision of this service, travel costs and initial medication will be covered in our overall fees – which you will be informed of prior to entering into your agreement. Details of our costs are located on our website.

If you do not wish to inform your General Practitioner or other medical practitioners of your requirement for a detox, we will respect your wishes. We will, however, require you to sign an indemnity in this regard prior to treatment commencing.

The Medical Officer may require that certain other medications used by you should not be used during your detox and may request that these medications be removed.

In the event of medical emergencies following detox, you will be required to either have private medical insurance cover or an ability to access NHS Treatment.

Counselling North require you to undertake, as part of the detox to agree to the following:

You must abstain from all drugs and alcohol during the detox commencing on the day the detox commences and thereafter

You must advise us and our agents of all medication being taken

You will give our agents permission to contact your current Medical Practitioner

You must consult your own Medical Practitioner about this private treatment

You must co-operate with the Home Based Treatment Service

You should not work, drive, and operate machinery whilst undertaking this detox treatment

You must follow the advice of the assigned medical practitioner.

FEES

Standard services

The standard fee is payable in advance in full on the 25th day of each month in respect of standard services to be provided during the following calendar month. For a period of less than a month the fee will be apportioned on a daily basis.

Additional services

Fees for additional services are invoiced in arrears and payable on the 25th day of the month following the calendar month in which the additional services were provided.

Payment Terms

All payments should be made by direct debit through your bank account or by credit card or by cash or cheque. If you decide to pay by installments then you will be required to pay by direct debit and you must sign a direct debit mandate on or within seven days after commencing your agreement. If paying by credit card, cheque or cash then a deposit of one calendar month's fees will be required immediately you have entered into your agreement. Missed appointments may be charged for at the discretion of Counselling North.

Counselling North is prepared to extend payment terms to help you spread the cost of the service, subject to a credit check and approval by the Directors of the Company. If you default on the agreement in accordance with clauses above the whole sum will become payable immediately upon default. If you have a Guarantor the Company reserves the right to recover the outstanding money directly from the Guarantor.

Deposit

You will be required to pay a deposit equivalent to one month's standard fee on entering into your agreement. This will be held by us as security for performance of all your obligations under your agreement. The deposit, or any balance after deducting outstanding fees and other costs due to us, will be returned to you within 60 days after your agreement terminates. We may require you to pay an increased deposit if

- Outstanding fees or costs exceed the deposit held
- You frequently fail to pay fees when due
- You fail to sign a direct debit mandate when required.

Late payment

If you do not pay fees when due, we may charge interest at the rate of 1.5% per month on the amounts outstanding. If you dispute any part of an invoice you must pay the amount not in dispute by the due date.

Withholding services

We may withhold services (including for the avoidance of doubt, denying you access to the 24 hour advice line) while there are any outstanding fees and interest or you are in breach of your agreement.

FORM OF INDEMNITY

I do not wish my Medical Practitioners to be informed of my detox treatment organized by Counselling North .

I indemnify Counselling North and their Medical Officers against any consequences of this decision.

Signed _____

Name (Please PRINT) _____

Date (DD/MM/YY) _____