

Client Terms & Conditions

These terms and conditions govern your use of our services; by engaging our services you accept these terms and conditions in full. You have asked PSYCHIATRY Direct ("PD") to provide details of a registered Psychiatrist ("Psychiatrist") who has advised PD of experience in the field of your desired assessment or therapy. PD can accept your request for this information only on the following terms:

1. PD cannot accept any variation or modification of these terms.
2. The results of our research for a Psychiatrist is based solely on the initial screening conversation held between you and PD's representative and any other data you supply. If there is any material misrepresentation or lack of candour on your part in the screening interview, this will impair the efficiency of the research process and PD can accept no responsibility whatsoever for any resulting inconvenience, expense or deficiencies in treatment.
3. Please bear in mind that PD cannot always offer assessment or treatment for every condition which may arise.
4. PD will not provide Psychiatrist details to clients under the age of 18 years.
5. Sometimes psychiatric issues are attributable to medical symptoms. The Client should see their GP about any symptoms they may have, so that these are not falsely attributed.
6. Your Psychiatrist is solely responsible for assessment and treatment. All PD Psychiatrists are members of the Royal College of Psychiatrists ("RCS") and with the General Medical Council ("GMC")
7. All our Psychiatrists are subject to the Code of Ethics and Conduct of the HPC. Complaints and enquiries with regard to treatment, conduct and ethical issues should be addressed to RCS and not to PD.
8. The terms of treatment and other issues will be the subject of a separate contract between you and your Psychiatrist. PD will be responsible for your case management, but will not be responsible for any breach of your agreement with your Psychiatrist, who is governed by the RCS code of conduct.
9. The fee quoted is subject to receipt of the case documentation and formal instruction letter. PD reserve the right to change the fee if, upon receipt of these, PD consider the case to require more time than initially thought.
10. PD requires the full fee to be paid within 30 days of the invoice date. Payment can be made by bank transfer or by cheque. Any additional charges will be agreed between yourself and PD.
11. If payment is not received by the due date PD retains the right to charge monthly interest at 10% above the prevailing Bank of England base rate.
12. PD requires the Client to give a minimum of 1 weeks' notice prior to the date of any assessment or court attendance to cancel an appointment. If notice of cancellation is received less than 1 week prior to the session date PD reserve the right to charge the client the full fee for the session.
13. If your client needs emergency help at any time you should phone the emergency services on 999. Neither PD nor your Psychiatrist can receive emergency or random calls.

14. PD and any Psychiatrist to whom your enquiry will be referred, will treat all information you provide in the strictest confidence (although PD is not responsible for any breach of confidentiality on the part of your Psychiatrist). Please however note that PD and its Psychiatrists may need to breach confidentiality in certain circumstances under which there appears sufficient evidence to raise serious concern about: (a) the safety of clients; (b) the safety of other persons who may be endangered by the client's behaviour; (c) the health, welfare or safety of children or vulnerable adults. In these circumstances other professionals will be consulted in accordance with the RCS Code of Ethics and Conduct. If you make any threats against 3rd parties which are relayed to your Psychiatrist, he or she is obliged to advise the appropriate authorities.

15. Data Protection and Privacy

15.1 We shall take reasonable steps to protect the information collected from you and use such information only for the purpose for which it was provided. Please note that by contacting PD you consent to the use of that information as set out in this Agreement.

15.2 For the purpose stated in Clause 15.1, the information may be stored and processed. We declare that in accordance with clause 16, all such information will be treated confidentially. On request by you, by a Court of law or any other body entitled thereto by law, we will supply information on your stored data and correct, delete or prevent the further use of the data held.

15.3 The parties to this Agreement undertake to one another, where applicable:

15.3.1 to comply at all times with the Data Protection Acts;

15.3.2 to obtain and/or maintain all necessary registrations and/or notifications required by the Data Protection Acts; and

15.3.3 not to do or permit anything to be done which may cause the other to be in breach of the Data Protection Acts including, without limitation, the improper collection, use, disclosure or loss of data held on any computer or other equipment or held by way of manual or other non-computerised systems and any kind of improper use, disclosure or abuse of computer passwords.

15.4 We are committed to protecting your privacy but we cannot guarantee the security of information disclosed by you online since the internet is not a secure medium, and you must assume the entire risk for using the internet. Please therefore be careful and responsible when maintaining the secrecy of any password and/or account information online.

15.5 In the event that PD is sold or integrated into another business, your details may be disclosed to our prospective purchaser's advisers and subsequently to the new owners only for the purposes of maintaining the supply of Services.

16. Confidentiality

16.1 Subject to clauses 16.1.1 and 16.2, the parties agree to keep confidential any and all information concerning each other whether disclosed in writing, verbally or in relation to the matters provided for in these Conditions ("the Information"). The parties further agree in particular not to disclose all or any part of that Information to any third party (except the Psychiatrist or as may be required by mandatory rule of law or order of court of competent jurisdiction or as required for performance of their obligations under these Conditions).

16.1.1 The parties agree that upon confirmation of an appointment with the Psychiatrist, PD are authorised to release the information to the Psychiatrist.

16.2 In the event that we consider that there is a threat to your or a third party's safety during the provision of the Services, we reserve the right to contact your client's GP and disclose such Information to the GP as we deem necessary in order to protect you or a third party's safety.

16.3 For the purposes of this clause 16 the parties each agree that the Information shall not include:

16.3.1 information which is or becomes available in the public domain (on the Web site or otherwise);

16.3.2 information which the recipient can establish was at its free disposal prior to its receipt under or in connection with this Agreement; or

16.3.3 information at any time received from the recipient from third party not apparently bound (after enquiry) by any obligation of confidence.

15. English Law shall apply to the construction interpretation and implementation of this Agreement

Variation

We may revise these terms and conditions from time-to-time without any prior notification.