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## Terms Of Use - Agreement

The Back From The Brink service is not suitable for an imminent suicide attempt or while attempting a suicide; if you are within present danger of suicidal please contact the emergency services on 999. You may also contact [**www.samaritans.org**](http://www.samaritans.org/) or  **[www.befrienders.org](http://www.befrienders.org/)**.

Please read Terms of use carefully. They govern our relationship with you in relation to this website and all of our services.  The website to which these terms apply and for which we are responsible for is BackFromTheBrink.org.uk. To use Back From The Brink to receive counselling and coaching, or as a visitor and user of the site and any other pages or profiles, you accept that you have read our[**Privacy Policy**](http://www.onlinecounsellingservice.co.uk/privacy-policy), [**Cookies Policy**](http://www.onlinecounsellingservice.co.uk/cookies-policy) below and Terms of use. We request that you familiarise yourself with relevant information regarding your chosen service. By using or accessing any part of this website you will be deemed to have accepted our terms in full. If you do not accept any of the terms please do not continue to use this website.

**Our service**
This website is provided by Back From The Brink, Psychotherapy and Coaching. The service is for anybody aged 18 and over who would like to receive counselling or coaching as a result of the loss of a child from their care and who is at risk of death by means of lethal self harm, as long as the client is able to understand and acknowledge what is involved in this service and is willing to co-operate and follow the terms of use.

We may decline use of our service or suggest alternative support if we feel that we cannot support you, either due to the nature of your problem, our client lists being full - lack of a therapist to suit your specific need, or if you are suicidal, self-harming or suffering mental health crisis and have an alternative route to support. Where possible we may suggest alternative support, face to face therapy or that you contact the emergency services. Your well being is of paramount importance and you deserve to receive support that is best suited to fit your needs.

**Free E-books and articles**
All material is free for clients and site visitors. E-books and articles are available to provide information only. We are not responsible for any material that is authored by anyone else.

**Email communication**We ask that you add our contact email addresses to your email contacts, also check your spam/junk folder for any correspondence. You may have read in the media that the older Hotmail and Yahoo accounts do at times have issues receiving/sending email. We advise that use or sign up for the more stable and secure Gmail.

**Hours of service**
24-hour service - meaning literally that. Chats, requests, payments and bookings can be made online at any time. Sessions can also be booked for any time in the 24 hour day, as long as that slot has not already been filled. If your requested slot is unavailable a list of alternative dates/times will be provided for you to choose from. All session slots do need for the time and date to pre-arranged (apart from the email counselling service where you can submit emails at any time). Out of business hours Admin and enquiry support is also available.

**Payment**
We require that all clients ensure that full payment is made before booking sessions times and/or dates. We respect your privacy and do not request any private financial information. Payment is to be made via PayPal, this is the preferred and most secure payment gateway. You do not need to have a Paypal account to do this as all major credit and debit cards are accepted via Paypal. Sessions can also be paid for via pre-arranged direct deposit and online or telephone banking. You may contact us to arrange this. Companies, organisations and charities using BACS payment system to pay for therapy, for their members and employees will have 7-14 days for invoices to be fully paid. Late fees do apply. No VAT is currently being charged for any services.

**Bookings**We are happy to accept preferred session times/dates and we aim to ensure that sessions are booked at a time most convenient for the client. However, requested sessions slots are provided subject to availability.

As the service is very much in demand, when requesting an initial time/date for a session, clients should submit all required information as well as their general availability. We request that clients book as much in advance as possible and provide multiple availability time frames to ensure convenient times/dates are available. Back From The Brink has many clients and operates on a first book first serve basis.

After selecting a service and making a payment:

* Clients who have selected the email counselling service may email their issue/problem to our assigned Email Counsellor. Each email session is allocated a therapy hour, where your email is read, carefully reviewed and replied to with a therapeutic response. All emails are replied to in order of when they were received, so the possibility that there are other client emails ahead of yours is always there as we receive several client emails a day. A response is given anywhere between 12 – 24 hours depending on demand and the order received. Please complete the initial enquiry form as per request on the website contact page.
* New clients who have selected and paid for the instant chat, or telephone sessions are to contact us via email to request their preferred session date and time. Clients should also include the appropriate information to conduct their session, ie brief details of their issue, messenger i.d, telephone number etc. Clients will then receive a welcome email from their Counsellor which will also include confirmation of their session date and time or an alternative list of available session slots that the client may select from.
* Existing clients may book session times and dates directly with their assigned Counsellor**.** We request that you make your payment then contact your Counsellor for availability. Existing clients may also book their next appointment during a session with their Counsellor. We ask that you ensure that you make your payment immediately, on that day.
\*If during your session you request a date/time for your next session but do not make your payment, or contact us to cancel your reservation, you're still liable to make payment as the slot was allocated to you. This means another client would be unable to have a session with your Counsellor at that time. It also has a major effect on the Therapist's time which could have been spent supporting someone else, or they could have been able to be off from work.
* Overseas clients – We operate in the UK only and are for UK residents only.

 **Sessions**
We believe in strengthening the Counselling bond, you will be supported by the same Counsellor throughout your time with us. This will also save you from having to repeat your story.

Instant chat messenger, Skype VoIP and Telephone sessions ,email exchanges, Google talk/messenger/hangouts and Skype for instant chat counselling sessions, UK landline and mobile/cellular phone numbers are accepted for free for the Crisis line and Peer Support Service. Mentors use their phones at their own discretion and it is anticipated that the client covers all call costs by telephoning their mentor.
**Session validity**
There are no discount Bundles - Existing clients can book their sessions directly with their Counsellor via email, or at the end of each session.
Session validity is the same for all clients. There are no refunds for invalid or expired sessions.

**Conduct**
While therapy sessions provide the space for clients to work through difficult feelings and emotions, Counsellors and Admin staff will not accept threatening or abusive behaviour towards them. Such behaviour may result in the session ending and the client being liable for the full session cost. Future sessions may not be permitted.

Clients and site visitors are not permitted to attempt to damage the website in any way through the introduction of viruses or any form of malicious or technology. Details of any breach of this will be forwarded to the relevant authorities.

**Cancellation Policy**
It is very important and a matter of mutual respect that you keep your appointments. All clients need to understand from the outset that we are unable to fit another client into your missed appointment slot at short notice. If for any reason you need to cancel/reschedule an appointment you will need to provide us with at least 8 hours notice. Any cancellations with less than 8 hours notice are chargeable for the full session fee. Being unavailable for any session without informing us will also incur the full fee for the session you have booked.

We request that you are available for your session at least 5 - 10 minutes before the agreed time. Please ensure that your status is set to online/available if you are using the instant chat or voip service. If you are using the phone service ensure that your phone is not engaged, disconnected or switched off.

Sessions start right on time. If you will be late in any way contact your Counsellor via email before your session time. If you have not contacted your Counsellor prior to your session and are late, offline, engaged, away or unavailable at the exact agreed session time our automated tool, which is linked to an internal system that manages bookings will automatically cut your Counsellor off from the instant chat, voip or telephone session, after which you will receive an automated email cancellation notifying you that you have incurred the full fee for the session.

**Disclaimer and Liability**
This website contains information and links to other sites which are external to Back From The Brink. We take careful consideration when adding links to this website. It is the user's responsibility to acknowledge the necessary appropriateness of the information contained in other external sites. We are not responsible for the quality of services, products, privacy practices or terms of use of other sites. We encourage our visitors to be aware when they leave our website and to read the privacy policy of other sites.

Back From The Brink holds no liability if the connection to the website becomes unavailable. We do not warrant that our website, its functioning or the content made available will be timely, uninterrupted or error-free or that our website and the servers that make our website available have 100 percent uptime. In no event will we, our respective content or service providers, or any of our respective directors, contractors or employees be liable to you for any direct or indirect damages, losses or causes of action.

Back From The Brink does not make any warranties or representations as to the accuracy or completeness of the materials ie E-books, articles or website content. We may periodically make changes, improvements and/or updates to the materials, articles, e-books and site content without notice. Under no circumstances shall we be liable for any loss, damage, liability or expense incurred or suffered which is claimed to have resulted from use of the website, use of products, materials, website content or any of our services, including without limitation, any fault, error, omission, interruption or delay with respect thereto.

Back From The Brink holds no responsibility for a user's telephone, a user's computer system, tablet, software data or technical difficulty occurring in connection with this website or any services and sessions. Back From The Brink holds no responsibility and holds no liability in regard to any computer viruses or corruption to any individual client's computer or device.

You agree to defend and indemnify Back From The Brink, to hold us and our affiliates harmless as well as indemnifying our respective directors, contractors and employees against any losses, liabilities, claims, expenses (including legal fees) in any way arising from or related to your use of our website or services,

**Agreement**

* You agree that you are at least 18 years old.
* You agree that you are not experiencing a current suicidal attempt and are not at risk of harming yourself or anyone else.
* You understand that Back From The Brink online and telephone therapy is not suitable for mental health crisis if you have alternative methods of obtaining assistance to overcome your current mental state.
* You agree that Back From The Brink cannot be held responsible for providing services in the event of a crisis or emergency situation. While we will do our best to assist as appropriate if a crisis or emergency develops during our work together, you may need to contact the appropriate emergency services.
* You agree that Back From The Brink online and telephone services may not be as effective for all individuals. Thus, Back From The Brink reserves the right to choose whether or not to work with you online or by telephone. We will work with you only if we feel that you are a suitable client. If during our work together, we discover that you may not benefit from our online or telephone services, we will discuss this with you and suggest that you seek alternative mental health professionals in your local area.
* You agree and understand that the effectiveness of Counselling and Mentoringdepends on the investment of time and energy you are willing to make. Generally speaking, the more you invest in it, the more you will get out of it.
* You understand and agree that the therapeutic relationship depends largely on your input in solving your problems.
* You agree and understand that Counselling can be challenging, as uncomfortable emotions and thoughts can arise as part of the treatment process.
* You understand that as detailed on the website, after making your payment it is your responsibility to contact us within the specified time frame to book your session time/date.
* You understand that we are happy to accept your preferred session times/date at the time of booking but your requested sessions slots are provided subject to availability. You will receive a confirmation email with session time/date details or alternative times or dates will be provided for you to select from.
* You understand that Back From The Brink cannot guarantee a positive counselling or Mentoring outcome, even though we are hopeful that our work together will be of help to you.
* You agree and understand that once purchased, all session fees are non-refundable, including when you have not fully complied with new client registration/booking, or when you have missed, been late for or have expired sessions.
* You agree that you are seeking our services for personal Counselling or personal Mentoring and that you are not using any of our services or material to undertake research for either private use, use for study/projects/assignments of any kind private or public, or in an educational or training capacity, or for publication, or to plagiarise any of our material.
* You agree that your participation in our counselling and Mentoring services may only be shared for your personal therapeutic benefit. You agree that your participation will not be shared for any other reason or in any form, be it recordings, transcripts, copying or reporting of or on the experience, your impressions thereof, surveillance and any other use of the session, verbal or otherwise. You agree to not record or tape sessions.
* You understand that as a new, former or current client you are bound by the terms of use. It is your responsibility to keep up to date with the current terms and privacy policy which can be amended at any time without notification.
* You have read the Cookies Policy and agree to our use of cookies.
* You understand that all special offers can be withdrawn or modified at any time.
* You understand that any use of free self-help material, recommended books, CD’s or DVD’s are not a replacement for professional therapy or diagnosis.
* You agree and understand that it is your responsibility to acknowledge the appropriateness of the information contained in the self-help material. While Back From The Brink takes careful consideration when sharing self-help material, we cannot be held accountable for any misguided content contained within free E-books, CD’s or DVD’s.
* You agree that if you are disconnected during a session that you will email your Counsellor as soon as possible and also check your inbox for correspondence from them.
* You agree that if you do not hear from your Counsellor at the agreed session time you will email/text them within 5 minutes of the agreed session time.
* You understand that we do not hold any liability for technological glitches that can take place with instant chat or voip sessions neither reception issues with mobile phones. You understand that we do not hold any liability for emails that we've sent and due to the recipients technological errors or device issues are unable to be received. You understand that we are not responsible for issues with Yahoo, Hotmail, Gmail, Live and other email account delays, errors or downtime which cause problems with you sending/receiving emails. However, any glitch or mishap on our part will not be at the client’s loss - clients will receive all of the session time which they have paid for.‎
* We are not in a position to write reports on progress made in counselling by way of request from external agencies, for eg. Social Services or NHS.  We provide a  duty of confidentiality to our clients and as Back From The Brink Counsellors provide distance therapy, online and via the phone, they do not get to see their clients and are unable to fully assess certain needs, for eg. physical needs. However, we can in some circumstances and at our discretion, along with consent from the client, who would be currently using the counselling service, provide brief information that confirms the client is a user of the service and we may include how long they have had therapy for.
* Back From The Brink reserves the right to resist legal requests to produce records in court. We do this in order to protect our duty of confidentiality to all clients and to preserve Back From The Brink’s reputation as a provider of confidential counselling. We are unable to provide records or information for legal proceedings when asked by clients, their solicitors, the police and the courts unless a Subpoena ordered by a UK court is ordered. The basic information that is held temporarily, is not suitable as evidence in legal proceedings.
* You permanently agree to release and indemnify Back From The Brink from all suits, lawsuits, claims and actions originating from Counselling, Psychotherapy and Mentoring provided through Back From The Brink.