

The Havelock Clinic

Terms of use and Privacy Policy

The Havelock Clinic reserves the right to change the following Terms of Use and Privacy Policy from time to time as it deems necessary, and will post such changes and their effective date within this website.

By using www.thehavelockclinic.com or the online services connected to it you agree with the following terms and conditions of use, which together with our privacy policy govern The Havelock Clinic's relationship with you in relation to our online interface and services. Should you disagree with any part of these, please do not continue to use our website or our online services.

The term 'The Havelock Clinic Ltd' or 'us' or 'we' refers to the owner of the website. The term 'you' refers to the user or viewer of our website or clients of our online services. These Terms and Conditions are governed by English law:

1. DISCLAIMER OF LIABILITY

You agree, confirm and acknowledge that you are aware of the fact that The Havelock Clinic's website and online services may not be a substitute for a face-to-face session by a clinician. You should never rely on or make health decisions purely on use of www.thehavelockclinic.com. Do not avoid, delay or disregard obtaining medical advice from your doctor or psychologist by traditional face-to-face appointment because of information gathered from www.thehavelockclinic.com or our online services.

Your use of any online information or services by The Havelock Clinic is entirely at your own risk, for which we shall not be liable. In no event will The Havelock Clinic be liable for any incidental, consequential, indirect, special or exemplary damages or for any direct or indirect loss caused to you arising out of the use or inability to use the content or the website or any services contained within it.

These excluded damages include, but are not limited to, medical, legal and any other malpractice damage claims or awards, pain and suffering, personal injury/wrongful death, loss of income, loss of consortium, business interruption, medical bills, damages for loss of data, loss of programs, and/or cost of procurement of substitute services or service interruptions. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements. The information provided on this site and when using online services is designed to support, not replace, the relationship that exists between a user/client and his/her existing psychologist, therapist or doctor.

The tests on this website do not constitute medical advice. They are intended for informational purposes only. The tests are not a substitute for professional diagnosis. Our online services consist of self-help programs and should not be considered as treatment from a therapist/psychologist/doctor. The online services are designed to provide information and make suggestions for self-help action that may be effective. We do not suggest that our online

therapy is a replacement or substitute for conventional treatment. The Havelock Clinic takes no responsibility for any perceived complications or lack of perceived change in the problem. By using this site you accept the terms and conditions of this disclaimer. You agree that any use you make of our face to face and online services is at your own risk and that The Havelock Clinic is not responsible for any damages or losses resulting from your reliance on such services.

You must not use our online services if you are under 18 years of age, reside outside the UK or are feeling suicidal. Instead we strongly recommend you contact your GP or visit your local A&E to get immediate assistance. We make no representation that our services are appropriate or permitted outside the United Kingdom.

Our online therapy workshops and other online services

You must not use any of our services when under the influence of alcohol or any other drugs. We will not tolerate any abuse towards members or staff. The Havelock Clinic's online service is dependent on third party engineering and hosting in part. We do not guarantee that the website or online services will be uninterrupted, secure, consistent, timely or error-free.

Users of our site and online services agree not to post any material that:

Is defamatory, libelous, abusive, or obscene, including, without limitation, material which encourages conduct that would constitute a criminal offence; would invade the privacy of any other person; contains a virus, worm, Trojan horse, time bomb, or any other harmful program or component; or interfere with another clients use of the service (collectively known as "Harmful Content").

2. USER LICENSE

Intellectual Property

All documents, information, self-help material, templates, presentations used or created by the subcontractor remain the property of the Havelock Clinic and must not be reproduced without permission.

- a. Permission is granted to temporarily download one copy of the materials or information for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
 - i. modify or copy the materials;
 - ii. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
 - iii. attempt to decompile or reverse engineer any software contained on The Havelock Clinic web site;
 - iv. remove any copyright or other proprietary notations from the materials; or
 - v. transfer the materials to another person or 'mirror' the materials on any other server.
- b. This license shall automatically terminate if you violate any of these restrictions and may be terminated by The Havelock Clinic at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.
- c. You may not make any form of recording of any online services as this would be a breach of these Terms and Conditions and also a violation of data protection law.
- d. The Havelock Clinic reserves the right to raise legal proceedings against you in the event of breach of the above user licence.

3. ELECTRONIC PATIENT NOTES

Personal data includes any information about you by which you could be identified. Upon booking an appointment or an online service with us we will collect information about you, your appointments and your contact with us is stored in an electronic patient notes record and stored online in highly secure cloud based software through a third party ('Write Upp'). This information includes but is not limited to your medical history, current health conditions, symptoms, complaints, allergies and medications, and records of your appointments with us. This third party is registered with the Information Commissioners Office (ICO) and complies with strict standards of data security as per GDPR. You can read more about their security [here](#). The Havelock Clinic is also registered with the ICO (Registration number ZA230089- see privacy policy for further information).

If you would like a copy of the Personal Data, we hold about you please contact us by e mail. General Data Protection Regulations allows us up to 30 days (from the date you request data and provide us with valid picture ID to confirm your identity) to retrieve, process and provide the information requested.

4. COSTS

All current costs are set out at www.thehavelockclinic.com. We reserve the right to change our costs and you agree to pay the cost of the appointment at the time it was booked plus any VAT applicable on our services. There are no hidden or extra costs not detailed at the time of booking. If you would like an estimate of any blood tests your doctor has recommended, we can get this to you before you have your blood taken.

Payments

Payment is taken at the time of booking via a third party platform 'Stripe'. You may also pay for online workshops and the costs of blood tests using our payment page using any major credit/debit card via PayPal. You may also pay via bank transfer if you prefer.

Refund Policy

You may cancel your appointment or online therapy workshop booking up to 48 hours before the appointment or online session is due to start. In this instance, you would be entitled to a full refund. If the cancellation is 48 hours or less before the appointment/workshop is about to start you are not entitled to a refund. If you miss an appointment in the face to face service, or do not log on to join an online workshop, this is taken to be a missed appointment and is also non-refundable.

5. GENERAL TERMS

Linking to Our Site and Third Party Links

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement. You must not establish a link from any website that is not owned by you, or which contains harmful content as defined above.

The Havelock Clinic links to third party websites such as our electronic notes system Write Upp, and payment platform Stripe. We also use GoToWebinar for our video conferencing and online therapy software. We do not control these third party websites and are not responsible

for their privacy statements. When you leave our website we encourage you to read the privacy notice of every site you visit.

6. CONCERNS AND COMPLAINTS

We welcome comments and feedback and are committed to investigating complaints in a timely, fair and considered manner. You can contact us at karen.gurney@thehavelockclinic.com or at 0207 467 8354 to discuss any concerns, comments, or complaints.

7. PRIVACY

Our Privacy Policy governs the manner in which the website collects, uses, maintains and discloses information collected from users (each, a 'User') of the website ('Site'). This privacy policy applies to the Site and all products and services offered by The Havelock Clinic.

Privacy Policy

Personal Data

The Personal Data and Browser Data (hereinafter collectively referred to as "Data"), automatically collected from this website (hereinafter the "Site"), by means of automated systems or freely entered by the User of this Site. The Havelock Clinic is registered as a 'Data Controller' with the Information Commissioner's Office (Registration reference: ZA230089)

We collect a number of different types of information about you on our electronic notes system, including:

Information required to book an appointment such as your name, email address, date of birth, and gender. Information shared in online workshops and information shared within a one on one appointment such as a brief description of what was covered in the appointment. We use your email address to contact you and answer any emails we receive from you. Such addresses are not used for any other purpose and are not shared with outside parties. All of our clinicians only access emails and electronic patient records from password protected devices. We will send more personal communication such as blood results or letters about you via the e mail of our electronic notes system.

We use non-identifying and aggregate information from all of the above to better design our Web site and services. We also use non-identifying information about site usage such as IP addresses and browser platforms. The anonymous and aggregated data may be shared and published through various media platforms/academic journals (for example, anonymized feedback on your experience of our service). No personal identifying information will be tied to this data, and we will not share anything that could be used to identify you individually.

We store personal data in the form of Electronic Patient Records for a time period of 7years in accordance with the Data Protection Act 1998 and using the NHS Records Management Code of Practice for Health and Social Care 2016 as a guide.

If you have requested to be kept up to date with information about our upcoming online workshops by subscribing to our mailing list we may contact you from time to time with this information. You are welcome to unsubscribe from this list at any time. We do not share this data with third parties.

We have put in place appropriate security measures to prevent your personal data from being accidentally lost or accessed in an unauthorised way, and all of our team are subject to a duty of confidentiality. We have procedures to managed any unexpected data breaches and we will notify you immediately in this instance.

Disclosures of information

The Havelock Clinic may use and disclose your Personal Data to the extent required to prevent a serious threat to your health and safety or that of others (for example concerns regarding the safety of children, or if requested by law).

Cookies

As per most websites, the www.thehavelockclinic.com, uses a feature of your browser to set a cookie on your computer. The site placing the cookie on your computer can then recognise the computer when you revisit the site to allow auto log in and track how you are using the site to help customise your user experience. Information supplied by cookies can help us to analyse the profile of visitors so we can provide you with a better user experience. You are free to decline cookies. You can configure your browser to accept all cookies, reject all cookies, erase cookies or notify you when a cookie is set.

Security and accuracy

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

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Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

No data transmission over the internet can be guaranteed to be 100% secure. While we strive to protect your Personal Data from unauthorised access, use or disclosure, we cannot ensure or warrant the security of any information you transmit to us. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access. You agree we will not be liable for loss or corruption of your data from our systems or any loss or damage caused to you due to unauthorized access, use or disclosure of your personal data.