

## Terms and Conditions of Service

### 1. Overview

- 1.1. Divergence aims to improve access to holistic assessment; when using services, we invite you to look at our visions and values to understand why we approach supporting those who may be experiencing difficulties the way we do.
- 1.2. The service is registered with the care quality commission, the independent regulator of all health and social care services in England. Stop all qualified staff working with divergences will be registered with the NMC, healthcare professionals Council, GMC or social work register.
- 1.3. We presently provide online assessment, support, and treatment for some difficulties online. Some assessments, reviews and treatment are not suitable for online provision; we would ask that you contact us via email or telephone for further support if you are unsure whether divergences can provide a service.
- 1.4. To provide services, we will need some personal information; we store the data securely and do not share it with anyone unless authorised or if we have a legal obligation, for example
- 1.5. We work in partnership with statutory and voluntary services and will, at times need to liaise with your GP, we can provide assistance to those who have a valid reason not to share details of their general practitioner, but this will be on a case-by-case basis and will be discussed.
- 1.6. We are a UK-based service and subject to UK law. Therefore, we can't take responsibility for any laws outside of the UK and only provide a service to UK-based residents.
- 1.7. We may need to change these terms and conditions; when accessing the service, please ensure you check any updated terms and conditions in case this affects your care.
- 1.8. Divergence is a trading name of North East ADHD, which provides health services over a digital platform, including the divergence website. North East ADHD Ltd is registered in England with Companies House (Company Number 11889028) and the registered address is Metropolitan House, Longrigg Road, Swalwell, Gateshead, NE16 3AS (telephone 0330 043 6503)

### 2. Record Keeping

- 2.1. Divergence uses an electronic health record system called Semble, where your personal data is stored securely, should you choose to receive an assessment and treatment with us.
- 2.2. Initial contact and screening information is emailed to both parties, and stored in a secure email folder until either the client registers for an appointment on Semble, where data is then stored for assessment, or no more than 28 days have passed, with no further action and forms are deleted.
- 2.3. By accessing a service provided by divergence, you agree to medical information being shared with your NHS GP unless you opt out of this. Consent to share information will be discussed before your first appointment and reviewed as per the consent policy for divergence.
- 2.4. The user understands that to book an appointment; they must enter their details into Semble, creating a patient record. Retention of these records is discussed in the divergences records policy which is available on request.

### 3. **Your responsibilities for working with us**

- 3.1. It is client's (or their representative's) responsibility to ensure that all information they provide is accurate and kept up-to-date; this includes information such as GP, addresses and contact numbers. The service will check correct details during initial appointments and reviews; however the responsibility lies with the client (or their representative) to update details of any changes.
- 3.2. divergence is a collaborative service; we need those who want to access the service to speak openly and honestly about the difficulties they experience day-to-day, and if given instructions from a clinician or signposting for physical health tests in regard to treatment, we need you the client to carry out these actions to enable the clinician working with you to keep you and others safe.
- 3.3. In any treatment where medication is provided we need you, the client to be open and honest about any adverse reactions or side effects and engage in the review process providing essential feedback in regards to efficacy to allow the clinicians to keep you/your child safe, providing the information requested accurately and in a timely manner.
- 3.4. We recognise client accessibility needs and will work with clients to accommodate reasonable adjustments to allow for access to the service. Any agreed adjustments will be documented in your plan.
- 3.5. As a parent or legal guardian, we need you to be aware that when providing services to children, we must follow guidelines and policies governed by the professional registering body and UK law. Children under the age of 18 cannot register for the service without this being arranged by a parent or legal guardian, and the child must be over the age of 7 to receive a diagnostic assessment, but only after an initial appointment has been completed with a parent or legal guardian.

### 4. **Services provided**

- 4.1. **First appointment**
- 4.2. A 14-day "cooling off period" applies.
- 4.3. The purchase of goods or services online usually comes with a statutory right for you to cancel your order within fourteen (14) days after the day on which the contract is entered into ("Cooling-Off Period") without giving any reason. When you make the first appointment with us, you have the choice to waive these rights. By booking an appointment less than 14 days from the date of booking, you are acknowledging that you have waived your statutory rights to cancel the cooling-off period.
- 4.4. All fees and charges incurred at the time of booking are the responsibility of the account holder and must be paid immediately prior to booking the initial appointment.
- 4.5. Should any further work be suggested and the client chooses to move ahead with further assessment or treatment with divergence there will be an agreed prepaid balance to account to ensure that there are no delays to assessment or treatment. This will be discussed openly by the clinicians and costings can be seen on our website at [www.divergenceuk.org](http://www.divergenceuk.org) on the Services & Billing tab.
- 4.6. The client, parent and legal guardian acknowledge they will have to show photo ID during the online consultation to allow the clinician to confirm the identity of the client parent and legal guardian, and a copy of photo ID must be provided before the prescribing of any medication for safety purposes.

4.7. **ADHD assessment**

4.8. Under review

4.9. **ASC assessment**

4.10. Under review

4.11. **School support**

4.12. Under review

4.13. **Prescribing medication**

4.14. All clients, parents and legal guardians must be aware that medications will only be prescribed by clinicians if in their professional opinion it is in the best interests of the client or child.

4.15. There is no guarantee that a prescription will be issued at any point and will be at the discretion of the prescriber who must follow the guidelines set within UK law and their governing body.

4.16. The client, parent and legal guardian who chooses not to give consent to share information with their GP or gather information from their GP about health-related questions will not be provided at any point with the prescription due to potential safety concerns/risks.

4.17. During titration the prescribing clinician will aim to get to therapeutic dose, safely, and in a timely manner where we will ask the local NHS primary care services once the client is on a stable dose to enter into a shared care agreement. All clients, parents and legal guardians will accept that shared care is not guaranteed, however divergences staff will do everything within their power to support GPs to be able to prescribe medication and the client accepts that there will be a recurring cost for review as per the nice guidelines in regard to a yearly review for adults with a specialist service or six monthly reviews for those under the age of 18 with a specialist service.

4.18. All prescriptions prior to shared care with the NHS are private prescriptions, and incur cost for review, cost for prescription and the client will incur costs at the pharmacy for a dispensing fee and the costs of the medication privately. Divergence are aware that this can be expensive and the prescribing clinician will work with the client, parent or legal guardian to find the most cost efficient way and safest way to optimise treatment and complete titration.

4.19. Clients, parents and legal guardians must be aware that there is no obligation for pharmacies to agree to dispense any private prescriptions and this is not within the control of divergence clinicians and staff.

4.20. If provided with a prescription the client, parent or legal guardian agrees that prescriptions are solely for the clients use or the child/young person's use. These should be stored securely and should the medication or prescription be lost a police reference number should be gained before further prescription can be generated.

4.21. The client, parent and legal guardian acknowledges that there is no obligation for a prescriber to reissue lost prescription and acknowledges there may be a charge incurred for issuing a new prescription.

4.22. The client, parent and legal guardian must take responsibility for asking any questions about medications prescribed and take them as directed by the prescribing clinician.

- 4.23. The client, parent and legal guardian acknowledge that divergence staff have no influence on delivery of prescriptions via Royal Mail, however a tracking number will be provided to the client, recorded on Semble for prescriptions sent.

## 5. Missed appointments, cancellations and late arrivals and refunds

- 5.1. Services are chargeable in advance of any appointment, at the time you make a Booking, and the Fee is published in advance.
- 5.2. Please note if paying by credit card, you may be charged a credit card transaction fee by the company that provides integrated payment services.
- 5.3. You agree that we may take payment from you for an appointment in advance of the session.
- 5.4. If insufficient time (less than 48 hours notice) is given by the client, parent or legal guardian for notice for cancellation of assessments or if insufficient information is provided by way of validly completed assessment questionnaires, then cancellation fees may be applied or additional appointments be booked to facilitate the gathering of this information.
- 5.5. Should divergence cancel a session then the session will be refunded if a suitable rearranged date cannot be decided upon.
- 5.6. If a clinician does not attend an agreed appointment, then the client, parent or carer will be refunded the cost, if the clinician and client cannot agree to a new date and time.
- 5.7. Where payment is denied for any reason by the third party provider handling payments, such as Stripe, for any reason (for example, because of inaccurate or invalid billing information), the Booking will not be complete and there will be no charge
- 5.8. In the instance that you elect to use a third party provider of video link consultation external to Semble, we disclaim any responsibility or liability for any issue, claim, damages, proceeding or other consequence arising or in connection with that

## 6. Circumstances beyond our control and other limitations

- 6.1. Divergence is not a provider of emergency services nor is any clinician employed to carry out work for divergence.
- 6.2. In case of an emergency please call 999 go to the nearest accident and emergency department or in less urgent situations contact your GP surgery.
- 6.3. We cannot guarantee that the Semble system will be free from bugs or viruses, however the provision of this system is made under the policies and terms defined by Semble.
- 6.4. Circumstances or events outside our control include but are not limited to: strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public utility or private carrier telecommunications networks including but not limited to insufficient or variable network connectivity at any time, malicious damage, DOS (denial of service) and DDOS (distributed denial of service) attacks except for any known and published risk where there are patches and updates available to prevent it.
- 6.5. Notwithstanding the conditions for your right to a refund for any Session or Assessment paid in advance right to a credit or offset in relation to a Session or Assessment that is not chargeable, in accordance with these terms, if relevant and a circumstance or event outside our control takes place that materially affects the performance of our obligations to you under this Agreement:

- i) we will notify you;
- ii) our obligations will be suspended and the time for performance of our obligations will be extended as reasonably required or for the duration of the circumstance or event outside our control;
- iii) you will have the choice to elect to postpone the doing of what it is that we should be doing or the obligation we owe to you, e.g. postpone a Session to another time and be refunded, in the event that you have made any payment in connection with this;
- iv) we will resume the performance of these obligations and notify you of such as soon as is reasonably possible;
- v) if the time lapsed in continuing to perform our obligations to you under this Agreement exceeds four (4) weeks then you shall have the right to immediately terminate the Agreement

## 7. Use of your personal information

- 7.1. We only use your personal information as detailed in our Privacy Policy. Please read this statement as it includes important information which applies to you.
- 7.2. Any personal information that you give to us will be processed strictly in accordance with the Data Protection Act 1998 (as may be amended or superseded) and all other relevant privacy legislation.
- 7.3. The terms of our Privacy Policy form part of these terms of use and we both agree to comply with its terms.
- 7.4. We only use your personal information as detailed in our Privacy Policy. Please read this statement as it includes important information which applies to you.

## 8. Complaints and disputes

- 8.1. In the event of any complaint or dispute, you agree that you will first notify us of the subject of the complaint or dispute in accordance with our Complaints Policy, and we undertake to respond in a reasonable time.
- 8.2. You and we agree to attempt to resolve any dispute within sixty (60) days of notification of a dispute, after which You and We agree to submit to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure
- 8.3. Unless otherwise agreed by you and us, the mediator will be selected by CEDR and the mediation procedure will be initiated with a notice from You or Us requesting ADR mediation; and you or we must notify CEDR by providing it with a copy of the request. The mediation will start not later than sixty (60) days after the date of the ADR mediation notice.
- 8.4. Neither you nor we have the right to commence any court action or proceeding in relation to any dispute arising from these Terms and Conditions until both parties have attempted to settle the dispute by mediation, except where: i) the mediation has been terminated or ii) either you or we failed to participate in the mediation for a period of thirty (30) days from the commencement of mediation
- 8.5. In the event of the above occurring, either party may put the dispute to confidential arbitration in any court or tribunal in England.
- 8.6. Any award by an arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction

8.7. To the fullest extent permitted by any Law, no arbitration or court action or proceeding in connection with this Agreement shall be joined to an arbitration or court action or proceeding

involving any other party, whether through class arbitration or court action or proceeding or otherwise.

## 9. Severability

- 9.1. We reserve the right to suspend or terminate our agreement with you contained in the terms and conditions, and with it your access to Semble , at any time, without notice and without liability, if we reasonably determine you have broken any of these terms or conditions.
- 9.2. We reserve the right to monitor your access to and use of Semble as reasonably necessary to ascertain compliance with these terms.
- 9.3. Termination does not obviate or detract from any ongoing obligations we have under any applicable law whether statute or common law, for example including your rights to privacy under the Data Protection Legislation, which continue beyond termination.

## 10. Waiver

- 10.1. Even if we delay in enforcing any of these Terms and Conditions, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaching these Terms and Conditions, 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 invoice you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 10.2. If we break these terms or conditions we are responsible only for loss or damage that you suffer that is foreseeable as a result of our breach of the Agreement except where we expressly disclaim this.
- 10.3. Loss or damage is foreseeable if it is obvious that it will happen or if both you and we knew it might happen. We are therefore not responsible for any consequential, punitive, exemplary or special damages howsoever arising.

## 11. Definitions

Under review