**CONTRACT SERVICE AGREEMENT**

**General:**

1. Unless expressly stated by the Company in writing all services and bookings

accepted on the following Terms and Conditions:

2. In these Conditions: i: "Company" means The Listening Centre, ii: "Contract"

means any contract made subject to these Conditions, iii: “Customer” means a

nominated representative of xxxx, iv: "Client" means any employee of xxxx with whom the Company enters into a contract subject to these conditions, v: "Booking" means any confirmed reservation made with the Company by whatever means;

**Other printed or standard conditions:**

3. These Conditions and the Contract constitute the entire understanding of the

parties and shall apply to the Contract to the exclusion of any other contractual terms and conditions and no contractual terms contained in any document sent by the client shall be of any effect with respect to the contract unless expressly accepted by the company in writing. The client acknowledges that it has not relied on and shall not be entitled to rescind the contract or to claim damages or any other remedy on the basis of any representation, warranty, undertaking or statement which is not set out in these conditions. These conditions may not be varied or waived except with the express written agreement of the Company.

**Provision of Service**

1. The Contract will commence on 1st February 2019, at mutually convenient times continuing for 12 consecutive months located at a mutually convenient location;
2. Clients are referred to the company via a nominated representative of the Customer;
3. Clients will be offered 6 sessions, further sessions will be at the discretion of the Counsellor and in consultation with the Customer;
4. Clients who ‘DNA’ twice will not be allowed to continue utilising the service.
5. Cancellation of appointment(s) by the Company will result in the session(s) being ‘carried over’;
6. A confidentiality agreement to be drawn up prior to commencement of service to establish and specify what will/not be disclosed between the Company and the Customer;
7. The Company reserves the right to cancel, postpone, alter or delay any booking;
8. Special needs: It is the responsibility of the Customer to advise the Company of clients with special needs. The Company cannot accept responsibility for such clients unless it has stated in writing that it is able to accommodate those needs.

**Payment**

1. Fees are £xx per session and are subject to annual review at the end of each contracted year;
2. Cancellations of a session within 24 hours of the appointment time by a client or DNA’s (did not attends) will be charged at £xx.
3. Unless otherwise agreed in writing, the Customer will be invoiced monthly in arrears; Payment Terms and Conditions are stated on the Company’s Invoices.  
   Cheques should be made payable to 'The Listening Centre' and sent to xxx. BACS credits should be directed to A/c No xxx, Sort xxx.

**Termination**

19. This agreement is a rolling agreement but shall be terminated by either party giving

the other 3 months notice in writing.

**Termination for Non Payment**

20. If the payments, or any part of them, shall remain unpaid for a period of one month

after the same shall have become due, the company may give the customer 7 days’

notice to terminate this agreement and unless such sum shall have been paid before

the expiration of such notice this agreement shall upon expiration terminate and the

companies obligations under it shall cease but without prejudice to the liability of the

customer in respect of such or any other breach of this agreement.

**Contract Review**

21. The Contract and service levels will be reviewed regularly on a formal basis at period

of no longer than 3 months and informally on an ad hoc basis to ensure both parties

are satisfied that best value for money and appropriate service delivery is achieved.

We agree to the above terms and conditions



01/02/2019

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Sharon McCormick Date

For and on Behalf of The Listening Centre

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Contract Manager Date

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