DR BUTTON EMDR THERAPIST & CONSULTANT DIRECTORY – TERMS & CONDITIONS

1. **The Directory**

1.1 The EMDR Directory (the "Directory") is a paid listing service operated by Dr Button EMDR Training Limited, a company registered in England and Wales under company number 16403384, whose registered office is at 13 Hyde Road, Paignton, Devon, United Kingdom, TQ4 5BW, VAT number 527056690, email admin@drbutton-emdrtraining.co.uk ("we", "us", "our"). It comprises three lists: (a) a list of EMDR therapists accredited as Practitioners by EMDR Association UK ("Therapists"); (b) a list of Practitioners working towards Accredited Consultant level known as 'Consultants in Training' ("Consultants in Training"); and (c) a list of consultants accredited as Consultants by EMDR Association UK ("Consultants"). It signposts members of the public to Therapists, Consultants in Training and Consultants (each a "Listed Professional", and "you", "your").

1.2 The Directory is an information and signposting service only. We are not a party to, and take no part in, any therapeutic relationship, contract or arrangement between you and any client.

1.3 These terms form a binding agreement between you and us. You accept these terms, and the agreement takes effect, on the earlier of (a) your clicking to accept them when applying for a listing; (b) your signing them; (c) your replying to our email to confirm your acceptance of them; or (d) your first payment of the Fee. If you do not accept these terms, we will not list you. You confirm that you are entering into these terms in the course of your profession or business and not as a consumer.

2. **Eligibility**

2.1 To be listed, you must at all times: (a) be listed on the EMDR Association UK website with the accreditation required for the relevant list, namely (i) if you are listed as a Therapist, as an accredited EMDR practitioner; (ii) if you are listed as a Consultant in Training, as an accredited EMDR practitioner and be actively working towards Accredited Consultant status with EMDR Association UK under the supervision of an accredited consultant; or (iii) if you are listed as a Consultant, as an accredited EMDR consultant; (b) hold current professional indemnity insurance; (c) hold and maintain the qualifications and CPD required by EMDR Association UK; and (d) be entitled to practise lawfully in the jurisdiction(s) in which you offer services.

2.2 You must notify us promptly if you cease to meet any of these requirements. We may remove your listing immediately if you do.

3. **Listing Fee**

3.1 In consideration of a listing, you agree to pay a fee of £12 per month, inclusive of VAT at the prevailing rate (the "Fee"), or such other fee as we notify to you under clause 3.3. If the rate of VAT changes, we may adjust the Fee to reflect the change. We will provide a VAT invoice on request.

3.2 The Fee is payable regardless of whether any client contacts you or engages your services. It does not represent a commission, referral fee or share of any income you earn from clients.

3.3 We may change the Fee on at least 30 days' written notice before your next monthly renewal date. If you do not wish to pay the new Fee, you may end your listing under clause 6.1 before the change takes effect without penalty.

3.4 Your listing renews automatically each month until ended in accordance with clause 6. The first Fee is payable before your listing goes live. Later Fees will be taken automatically on the same date each month as your first payment (or the closest available date where that date does not exist in a particular month).

3.5 The Fee is securely processed through our online sales platform, Kartra. (or any other method we notify to you). We accept payment by credit card and debit card. You authorise us (or our payment provider) to collect the Fee using the payment method you provide. For recurring monthly subscriptions, payments will be taken automatically on the same date each month as your initial subscription date (or the closest available date of your subscription date does not exists in a particular month). You are responsible for keeping your payment details valid and up to date. You can update your payment details at any time through your Kartra account. If a payment fails, we will notify you and you must pay the overdue amount within 7 days.

3.6 If any Fee is not received within 7 days of the due date, we may suspend or remove your listing. If payment remains outstanding for 14 days, we may remove your listing and end these terms. We may also charge interest on overdue amounts at 4% per annum above the Bank of England base rate, accruing daily from the due date until payment.

3.7 Except as expressly set out in clause 6, Fees are non-refundable and no pro-rata refund is due where you end, or we remove your listing, part-way through a paid month.

4. **Your Responsibilities**

4.1 You are solely responsible for all clinical, professional and regulatory aspects of any services you provide to clients, including assessment, treatment, record-keeping, safeguarding, complaints and professional conduct.

4.2 You are solely responsible for compliance with all data protection and privacy laws (including UK GDPR and the Data Protection Act 2018) in respect of any personal data you collect or process once a client contacts you. We do not share client personal data with you. We only direct clients to publicly available information.

4.3 You are responsible for the accuracy of the information in your listing and for keeping it up to date.

4.4 You will indemnify us against any claim, loss or liability arising from the services you provide to clients or from any inaccurate or unlawful information you supply for your listing.

4.5 You grant us a non-exclusive, royalty-free licence to use, reproduce, publish, format, edit for presentation and display the information, text and images you supply for your listing, for the purpose of operating and promoting the Directory. You warrant that you own or are licensed to provide that content and that its use by us will not infringe any third party's rights. This licence ends when your listing is removed, save that we may retain copies as required by law or our backup procedures.

5. **What We Do Not Do**

5.1 We do not certify, endorse, vet, supervise or guarantee any Listed Professional or the quality, safety or suitability of any therapy, consultancy or supervision. Listing reflects only that you have confirmed the eligibility criteria in clause 2.

5.2 We give no warranty that a listing will generate enquiries or clients.

6. **Removal and Termination**

6.1 Either party may end a listing on 30 days' written notice. You may give notice by emailing admin@drbutton-emdrtraining.co.uk. Your listing will remain live, and the Fee will remain payable, until the end of the notice period. We will cancel your recurring payment and remove your listing at the end of the notice period. You will remain liable for any Fees due up to that date.

6.2 We may suspend or remove your listing immediately if you breach these terms, cease to meet the eligibility criteria, or if we reasonably consider your listing may harm clients or our reputation.

6.3 Where we remove or suspend your listing under clause 6.2 for reasons that are not attributable to your breach of these terms or your failure to meet the eligibility criteria, we will refund the portion of any Fee that relates to the unused part of the then-current paid month.

6.4 If your listing has ended, you may apply to rejoin the Directory at any time. Rejoining is subject to: (a) our confirming that you meet the eligibility criteria in clause 2; (b) payment of the Fee then in force, in advance; and (c) your acceptance of the version of these terms then in force. Where we removed your listing under clause 6.2, we may refuse an application to rejoin at our discretion.

7. **Liability**

7.1 Nothing in these terms limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

7.2 Subject to clause 7.1, our total liability to you arising out of the Directory is limited to the total Fees paid by you in the 12 months before the claim, and we are not liable for any loss of profits, business or anticipated income.

8. **General**

8.1 These terms are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

8.2 We may update these terms on reasonable notice; continued listing after notice constitutes acceptance.

8.3 These terms constitute the entire agreement between you and us in relation to the Directory and supersede any prior arrangements, representations or understandings between us.

8.4 Notices under these terms must be given in writing (including by email) to the contact details most recently notified by each party and are deemed received on the next business day after sending.

9. **Your Information**

9.1 To provide the Directory we process the contact and professional details you give us for your listing (for example your name, qualifications, contact details and the information you ask us to display). We use this to publish and manage your listing, to administer the Fee, and to contact you about the service.

9.2 We rely on the performance of our agreement with you, and our legitimate interest in operating the Directory, as our lawful bases for this processing. We keep your details only for as long as your listing is active and for a reasonable period afterwards to meet our legal and accounting obligations, and we do not sell your details or share them except with service providers who help us run the Directory or where required by law.

9.3 You have rights over your personal data (including access, correction, deletion and objection). To exercise them, or for more detail on how we handle your data, please contact us using the details provided to you.

9.4 In relation to client personal data, you and we each act as independent controllers and not as joint controllers; we are not your processor and you are not ours. We are the controller of the personal data described in clause 9.1. Full details of how we handle personal data, and our regulatory registration, are set out in our privacy policy, available on request or via our website.