

## ASSOCIATE TERMS & CONDITIONS

These terms and conditions govern your use of our services; by engaging our services you accept these terms and conditions in full. You and your refers to Associates and Our refers to Autism Doctor, the tradename of Neurodevelopmental Services Limited registered number 12197807.

### 1. ELIGIBILITY:

- 1.1 To be registered with the Autism Doctor and provide Services via Autism Doctor, you ("the Associate") must be either be registered with the relevant regulatory authority for your profession, such as the General Medical Council ("GMC") or Health and Care Professions Council ("HCPC") or agree to work in accordance with the GMC, HCPC, RCPCH, RCP, RMS and or BPS Regulatory conditions.
- 1.2 If you are not registered with a regulatory body you must work under supervision of someone who is registered.
- 1.3 You should have suitable qualifications and training to work in the team in the role ascribed to you.
- 1.4 You must abide by the GDPR requirements of working with sensitive information.
- 1.5 All clinicians must register with ICO as a data holder and will be liable to any breach in data as per the GDPR regulations. For more information <https://ico.org.uk/>

### 2. VERIFICATION

- 2.1 The Associate must provide Autism Doctor with evidence of either their registration both during application to be registered with Autism Doctor, and following any renewal and/or registration. This evidence can be either in the form of a certificate of registration or via a listing on the regulator's website. This information may be made available to the parent/carer and/or the individual being assessed, or the commissioner as relevant ("the Client") and therefore the Associate must keep Autism Doctor up to date regarding this information in order to protect the interests of both Autism Doctor and the Client.
- 2.2 The Associate must demonstrate their agreement to comply with the relevant regulatory body.
- 2.3 Any condition or restriction imposed by the regulatory body that prevents them from being able to carry on clinical work must be immediately reported to Autism Doctor.

### 3. PROFESSIONAL INDEMNITY INSURANCE:

- 3.1 The Associate must have professional indemnity insurance for any Service(s) they provide via or in connection with Autism Doctor. The Associate must provide evidence of their professional indemnity insurance to Autism Doctor both upon registration and upon renewal of their insurance.

### 4. AGE:

- 4.1 The Associate must be a minimum of 18 years of age or older to register with Autism Doctor.

### 5. UK WARRANTY:

- 5.1 Autism Doctor is only able to provide Services to UK residents and therefore by the Associate registering with Autism Doctor, the Associate is warranting to Autism Doctor that the Associate is a UK resident and UK cardholder and shall take full responsibility for any costs or losses incurred by Autism Doctor as a result of the Associate breaching this warranty. All assessments should be undertaken by the associate in the UK whether online or face to face.

### 6. WITHDRAWAL OF SERVICES:

- 6.1 Autism Doctor will be entitled to withdraw the Services immediately from any Associate whom Autism Doctor discovers is ineligible to be registered for the Services. Refunds of any payments made by the Associate will be fair but at the sole discretion of Autism Doctor.

## 7. USE OF SOFTWARE, INTELLECTUAL PROPERTY AND DATA HANDLING

7.1 All the products provided in the course of clinical care including but not limited to software, templates, documents, images, logos etc are the intellectual property of Autism Doctor. All users who have been given licenced use of these can only use it only for the purposes of clients of Autism Doctor authorised for that specific use.

7.2 The products provided in the course of clinical care of clients including but not limited to software, templates, documents are copyright protected by Autism Doctor cannot be copied, printed or reproduced partially or in full, electronically or otherwise. The software or its processes cannot be copied in full or partial under any circumstances.

7.3 The software licence is strictly for the use of licence holder only. You cannot share the licence with another individual or to another resource under any circumstances.

7.4 Any illegal use can be considered as a criminal offence and subject to legal action including imprisonment. If there is any evidence of breach of copyright infringement laws you will be liable to consequent penalty or legal action.

7.5 By using the software and any other electronic system designed by Autism Doctor, you will be abiding by the computer misuse act 1990 with all its amendments. The Computer Misuse Act is a UK law that protects personal data held by organisations from unauthorised access to computer systems and modification of files without consent. The following are offences under the Computer Misuse Act and cover a range of offences which include hacking, computer fraud, blackmail and viruses.

- Unauthorised access to computer material. Commonly referred to as hacking.
- Unauthorised access to computer materials with intent to commit a further crime. This refers to hacking a computer system to steal or destroy data (such as planting a virus).
- Unauthorised modification of data. This refers to the modification or deletion of data and covers the introduction of malware or spyware onto a computer device (electronic vandalism and theft of information).
- Making, supplying or obtaining anything which can be used in computer misuse offences

## 7. PAYMENT TERMS

8.1 Subject to the fee being received from the Client in full, Autism Doctor will pay the Associate on submission of an invoice. The invoice should be with anonymised yet clear data of including Invoice Reference Number, type of assessment, date of assessment and amount payable of the work that has been completed. The invoice will be paid usually within 4 weeks the full report and invoice is received whichever is latest.

8.2 Please submit the claims monthly.

8.1 If payment of the full fee has not been received from the Client, Autism Doctor reserves the right to withhold payment of the Associate's fee to the Associate until the full fee is received from the Client.

8.2 Autism Doctor will not be responsible for payment to the Associate in case of no show or any other reason of cancellation by the client at the last minute or unfilled gaps in the appointments.

## 9. CANCELLATION POLICY

9.1 Autism Doctor reserves the right to cancel appointments with the Associate up to 24 hours prior to the appointment and cannot be held responsible for any costs incurred if notice is given within this time.

## 10. CONTRACTUAL BASIS

10.1 The Associate is a self-employed independent contractor.

## 11. CLINICAL RESPONSIBILITIES

11.1. Responsibility: The Associate agrees to be clinically responsible for any clinical service(s) the Associate provides to the Client via or in connection with the Autism Doctor either face to face and/or by telephone or video link or email and other forms of

communication. The Associate agrees to provide all clinical services in accordance with the GMC, HCPC, RCPCH, RCP, RMS and or BPS Code of Ethics and Conduct.

- 11.2. Availability: The Associate is responsible for deciding which clinical service(s) they are qualified to provide and their clinical availability in terms of times and dates, and to keep Autism Doctor updated on their availability.
- 11.3. Assessment and Treatment: The Associate must assess if the clinical service(s) they provide are appropriate or not for the Client and the problems they are experiencing. They should keep appropriate records, seek to obtain the informed consent of all Clients they offer services to and maintain the Client's confidentiality. The Associate must ensure from the first contact that Clients are aware that confidentiality may be breached in certain circumstances under which there appears sufficient evidence to raise serious concern about:
- 11.3.1. the safety of clients;
  - 11.3.2. the safety of other persons who may be endangered by the Client's behaviour;
  - 11.3.3. the health, welfare or safety of children or vulnerable adults;
- 11.4. Clinical supervision: The Associate agrees to be responsible for arranging and attending their own clinical supervision as required by their professional body. The Associate has a duty to keep reference to the Clients' information anonymous.
- 11.5. Ending Clinical Services: The Associate is responsible for mutually agreeing the ending of any clinical service(s) with the Client. A minimum notice of 4 weeks is required and all prebooked appointments/ clinical and non-clinical commitments must be fulfilled prior to planned leave annual, sick or termination of contract.
- 11.6. General liability: So far as permitted by law, and except in respect of death or personal injury arising from negligence, Autism Doctor shall have no liability for loss or damage of any kind resulting from the use of the Services including, without limitation, economic loss or any special, indirect, incidental or consequential loss or damage, whether or not the possibility of such loss has been notified to Autism Doctor. The foregoing will apply whether such loss or damage arises in contract, tort, negligence, under statute or otherwise.

## 12. DATA PROTECTION, GDPR AND PRIVACY

12.1 As an associate working with Autism Doctor, you shall take reasonable steps to protect the information collected from clients and use such information only for the purpose for which it was provided.

12.2 For the purpose stated in Clause 12.1, the information should be stored and processed where possible within the secure electronic system.

12.3 As an associate of Autism Doctor, where applicable, you agree:

12.3.1 to comply at all times with the Data Protection Acts;

12.3.2 To obtain and/or maintain all necessary registrations and/or notifications required by the Data Protection Acts; and

12.3.3 Not to do or permit anything to be done which may cause the other to be in breach of the Data Protection Acts including, without limitation, the improper collection, use, disclosure or loss of data held on any computer or other equipment or held by way of manual or other non-computerised systems and any kind of improper use, disclosure or abuse of computer passwords.

12.4 Autism Doctor is committed to protecting client privacy but we cannot guarantee the security of information disclosed by you online since the internet is not a secure medium, and you must assume the entire risk for using the internet. Please therefore be careful and responsible when maintaining the secrecy of any password and/or account information online.

12.5 In the event that Autism Doctor is sold or integrated into another business, your details may be disclosed to our prospective purchaser's advisers and subsequently to the new owners only for the purposes of maintaining the supply of Services.

## 13. CONFIDENTIALITY

13.1 Subject to clauses 13.1 and 13.2, you agree to keep confidential any and all information concerning each other whether disclosed in writing, verbally or in relation to the matters provided for in these Conditions ("the Information"). You further agree in particular not to disclose all or any part of that Information to any third party (except as may be required by

mandatory rule of law or order of court of competent jurisdiction or as required for performance of their obligations under these Conditions).

13.2 In the event that we consider that there is a threat to your or a third party's safety during the provision of the Services, we reserve the right to contact relevant authority such as but not limited to registration bodies and disclose such information to third party as we deem necessary in order to protect client, you or a third party.

#### 14 LAW

14.1 English Law shall apply to the construction interpretation and implementation of this Agreement.

#### 15 VARIATION

15.1 We may revise these terms and conditions from time-to-time without any prior notification.

Nothing in these terms affects any liability for fraudulent misrepresentation. If you have any questions about any of the above, please contact us at [specialist@autismdoctor.co.uk](mailto:specialist@autismdoctor.co.uk)

<b>Signature</b>	
<b>Name</b>	
<b>Date</b>	