



**WEBSITE TERMS AND CONDITIONS  
(including Privacy, Acceptable Use  
and Cookies Policies)**



## **PLEASE READ THE TERMS OF THIS POLICY CAREFULLY**

### **1. What's in these terms?**

These terms tell you the rules for using our website, set out the content standards that apply if you: upload content to our site; make contact with other users on our site; link to our site; interact with our site in any other way; and that prescribe our terms for your accepted use, our cookies policy and our data privacy policy.

### **2. Where to find terms that may apply to you**

Click on the links below to go straight to more information on each area:

2.1. Our Acceptable Use Policy: [\[insert link to content at section 6 below\]](#)

2.2. Our Website Privacy Policy: [\[insert link to content at section 12 below\]](#)

2.3. Our Cookies Policy, which sets out information about the cookies on our site: [\[insert link to content at section 13 below\]](#).

2.4. Our Terms of Business: [\[insert link\]](#)

### **3. General**

This website is owned and operated by Evolve-Children's Therapy Services Limited ("Evolve-CTS", "us", "we" and "our") a company incorporated in the United Kingdom with Company Registration Number 08544486 having its registered office at 7 Grange Way, Hartley, Kent, DA3 8ES.

### **4. By using our site you accept these terms**

Your access to and use of this website is subject to these terms and conditions and our Terms of Business and any other legal notices and statements contained on this website. By using this website, you agree to be subject to the terms and conditions. If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

### **5. Our site is only for users in the UK**

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations. The information on our website is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is the responsibility of visitors to and users of this website to ascertain the terms of and comply with any local law or regulation to which they are subject.



## **6. ACCEPTABLE USE:**

### **6.1. How you may use material on our site**

- 6.1.1. "Evolve-CTS" is a business name owned by Evolve-CTS. You are not permitted to use it without our approval.
- 6.1.2. The names, logos, trademarks, copyright and all other intellectual property rights in all of the material and software on this website are owned by Evolve-CTS or its licensors. All third party owned materials contained on the website are reproduced with the permission of the respective owners. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Except where necessary in order to view the information on this website on your browser, or as permitted under English law or these terms and conditions, no information or content on this website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without our specific written consent.
- 6.1.3. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use.
- 6.1.4. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 6.1.5. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 6.1.6. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 6.1.7. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **6.2. Do not rely on information on this site**

- 6.2.1. Evolve-CTS takes care to ensure that the information provided on our website is accurate at the date of publication. However, the content on our site is provided for general information only and the website and its content is provided without warranties or guarantees of any kind, either expressed or implied whether as to the accuracy, completeness or currency of the content or otherwise. It is not intended to amount to advice on which you should rely.
- 6.2.2. We may change the information on the website and these terms without notice at any time and you will be bound by the updated terms through your continued use of the website. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. We will not assume any liability for any loss or damage of any kind arising out of, or caused by, whether directly or indirectly, the use of any part of the information provided.

### **6.3. We are not responsible for websites we link to**

Our website may contain links to websites operated by other parties. We do not control the content or accuracy of information on such websites and do not otherwise endorse the material placed on such sites. The links are provided for your reference only and



Evolve-CTS excludes all liability and responsibility for the content or operation of these third party websites.

#### **6.4. We may suspend or withdraw our site**

6.4.1. Our site is made available free of charge.

6.4.2. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

6.4.3. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### **6.5. Prohibited uses**

6.5.1. You may use our site only for lawful purposes. You may not use our site:

6.5.1.1. In any way that breaches any applicable local, national or international law or regulation.

6.5.1.2. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

6.5.1.3. For the purpose of harming or attempting to harm minors in any way.

6.5.1.4. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards, see section 8.8 below.

6.5.1.5. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

6.5.1.6. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

6.5.2. You also agree:

6.5.2.1. Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms of website use.

6.5.2.2. Not to access without authority, interfere with, damage or disrupt:

6.5.2.2.1. any part of our site;

6.5.2.2.2. any equipment or network on which our site is stored;

6.5.2.2.3. any software used in the provision of our site; or

6.5.2.2.4. any equipment or network or software owned or used by any third party.

#### **6.6. Breach of this policy**

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.



Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- 6.6.1. Immediate, temporary or permanent withdrawal of your right to use our site.
- 6.6.2. Issue of a warning to you.
- 6.6.3. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- 6.6.4. Further legal action against you.
- 6.6.5. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- 6.6.6. We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

#### **6.7. We are not responsible for viruses and you must not introduce them**

- 6.7.1. We do not guarantee that our site will be secure or free from bugs or viruses.
- 6.7.2. You are responsible for configuring your information technology, computer programmes and equipment. You should use your own virus protection software.
- 6.7.3. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

#### **6.8. Limit of Liability**

- 6.8.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 6.8.2. We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- 6.8.3. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - 6.8.3.1. use of, or inability to use, our site; or
  - 6.8.3.2. use of or reliance on any content displayed on our site.
- 6.8.4. In particular, we will not be liable for:



- 6.8.4.1.loss of profits, sales, business, or revenue;
- 6.8.4.2.business interruption;
- 6.8.4.3.loss of anticipated savings;
- 6.8.4.4.loss of business opportunity, goodwill or reputation; or
- 6.8.4.5.any indirect or consequential loss or damage.

## **7. Notices**

We may send notices to the email address you have provided to us. It is your responsibility to ensure that you notify us of any change to your email address. Any notice sent by Evolve-CTS to your email address shall be deemed to have been delivered at the time of sending.

## **8. Indemnity**

You will indemnify, defend and hold Evolve-CTS, its directors, officers, employees and agents harmless from any losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs Evolve-CTS, its directors, officers, employees and agents may suffer or that may be made by a third party resulting from or arising out of your use of the website, materials or software, whether in breach of these terms, any other agreement Evolve-CTS has with you or otherwise.

## **9. Termination**

We reserve the right to terminate your use of this website at any time in the event that we decide in our sole discretion that you have breached these terms and agreements or any other legal notice or statement contained within the website.

## **10. Severability**

The invalidity or unenforceability for any reason of any provision of these terms and agreements shall not prejudice or affect the validity or enforceability of its other provisions.

## **11. Which country's laws apply to any disputes?**

These terms and agreements are governed by the law in force in England, and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts for determination of any dispute concerning the terms and agreements.



## 12. PRIVACY POLICY

- 12.1. Evolve-CTS takes your privacy very seriously and Evolve-CTS will comply with the obligations imposed on us by the applicable Data Protection legislation, including the UK Data Protection Act 1998, the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and any successor legislation to the GDPR or the Data Protection Act 1998 (the **Data Protection Legislation**).
- 12.2. We shall use personal information provided by you in accordance with the provisions of our Terms of Business, our internal staff privacy policy [\[insert link\]](#) and in accordance with this policy.
- 12.3. Your use of this website constitutes acceptance of the terms of this policy.
- 12.4. Our Privacy Policy will be reviewed from time to time to take account of new laws and technology and any changes to our operational processes and any amendments to this policy will be incorporated in an updated version. Your subsequent use of the website constitutes acceptance of those changes. Any information we hold will be governed by our most recent Privacy Policy.

### 12.5. Use of Personal Information

- 12.5.1. As a provider of Occupational, Speech and Language and Physiotherapy Assessments and Treatments, Evolve-CTS needs to collect certain personal information to be able to offer its range of services to its clients.
- 12.5.2. We will collect and maintain personal information from client use of this website. The type of information may include (but is not limited to) your and/or (in case of parents or carers acting for a child client who does not yet have capacity to act independently), your child's personal details including: name, contact information, age, NHS Number or a computer IP address; family details, lifestyle, employment and social circumstances; physical or mental health details; racial or ethnic origin; religious or other beliefs; and sexual life. We may also need to collect and maintain information from external sources such as credit reference and identity verification agencies. Periodically we may ask you to voluntarily provide us with information for our marketing or survey purposes.
- 12.5.3. We will only use your and/or (in case of parents or carers acting for a child client who does not yet have capacity to act independently), your child's personal information when the law allows us to. Most commonly, we will use the personal information in the following circumstances:
- 12.5.3.1. for management of health or social care systems and services;
  - 12.5.3.2. where it is necessary in the exercise of our official authority as a provider of Occupational, Speech and Language and Physiotherapy Assessments and Treatments. The Company holds medical records confidentially and shares them with appropriate staff who are involved in providing direct care for individual clients;
  - 12.5.3.3. for direct care, where the use and processing of your personal information is necessary for: assessment; the provision of Occupational, Speech and Language and Physiotherapy care or treatment; the purposes of preventative or occupational care for the assessment of your working capacity;



12.5.3.4. we may need to share your data with third parties, including third-party clinicians and service providers to whom we refer you or your child. We require such third parties to respect the security of your data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes.

12.5.3.5. where we need to comply with a legal or regulatory obligation, for example when required by a court or tribunal.

12.5.3.6. for the performance of a task carried out in the public interest and for research purposes, but only when the law allows.

12.5.3.7. where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

12.6. We require that third parties who handle or obtain personal information as service providers acknowledge the confidentiality of this information, undertake to respect any individual's right to privacy and comply with the Data Protection Legislation and this policy.

12.7. Where there is a request for release of personal confidential data from an insurance company, solicitor, employer (or similar third party) we will always obtain your explicit consent in writing before we disclose it to such third parties.

## 12.8. Security of Information

We take the safeguarding of your data very seriously. All personal information in our possession is held securely. We have put in place appropriate security measures to prevent your and/or (in case of parents or carers acting for a child client who does not yet have capacity to act independently) your child's personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.

In addition, we limit access to your and/or (in case of parents or carers acting for a child client who does not yet have capacity to act independently) your child's personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality. Details of these measures may be obtained from [info@evolve-cts.com](mailto:info@evolve-cts.com)

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

## 12.9. Your duty to inform us of changes

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your relationship with us.

## 12.10. Data Retention

**12.10.1. We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the**





purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

**12.10.2.**In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you. Once you are no longer a client of Evolve-CTS we will retain and securely destroy your personal information in accordance with applicable laws and regulations. For more information please contact our Data Protection Officer through [info@evolve-cts.com](mailto:info@evolve-cts.com)

### **12.11. Your rights of access, correction, erasure, and restriction**

12.11.1. Under certain circumstances, by law you have the right to:

12.11.1.1. Request **access** to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.

12.11.1.2. Request **correction** of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.

12.11.1.3. Request **erasure** of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).

12.11.1.4. **Object** to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are improperly processing your personal information for direct marketing purposes.

12.11.1.5. Request the **restriction** of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.

12.11.1.6. Request the **transfer** of your personal information to another party.

12.11.2. If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact [info@evolve-cts.com](mailto:info@evolve-cts.com) in writing.

#### **12.11.3. No fee usually required**

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

#### **12.11.4. What we may need from you**



We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

#### **12.11.5.Right to withdraw consent**

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact [info@evolve-cts.com](mailto:info@evolve-cts.com). Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law. Please remember that this will impact our ability to provide services to you and/or to your child.

#### **12.12. Questions**

If you have any questions concerning our Privacy Policy, or you would like to change your personal information, or you would like to make a complaint concerning any action of ours which you consider is in breach of our policy please contact our Compliance Department directly. We have appointed a Data Protection Officer to oversee compliance with this Privacy Policy who can be contacted at [info@evolve-cts.com](mailto:info@evolve-cts.com)

#### **12.13.Complaints**

We would hope to be able to deal with any complaint you may have to your satisfaction, but you have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues.



## **13. [COOKIES POLICY**

### **13.1.How we use Cookies**

We use a number of different cookies on our website to help us improve performance. Cookies are small text files that help us anonymously identify your browser from page to page and from visit to visit. If you do not know what cookies are, or how to control or delete them, then we recommend you visit <http://www.aboutcookies.org> for detailed guidance. Alternatively, you can search the internet for other independent information on cookies.

The following information describes the cookies we use on this site and what they are used for.

[By signing the Data Protection Notice and Consent, you have provided consent for us to put a cookie on your computer.]

If you change your mind, then you should either not use this site, or you should delete our cookies having visited the site, or you should browse the site using your browser's anonymous usage setting ( such as "Incognito" in Chrome, "InPrivate" in Internet Explorer, "Private Browsing" in Firefox and Safari). You can also change your browser settings to disable cookies or to be advised when cookies are sent to your computer. However this may impair your use of and access to our website so we advise that you leave cookies enabled.

### **13.2.Persistent Cookies for Site Analytics and Performance**

#### **[Google AdSense**

This cookie is used by Google to report to us how Evolve-CTS advertising is performing if you click on a Google ad. User data is all anonymous.

You can find out more generally about Google and its policies and principles as regards advertising at <http://www.google.com/policies/privacy/ads/>

#### **Google Analytics**

We use this to understand how the site is being used in order to improve the user experience. User data is all anonymous.

You can find out more about Google's position on privacy as regards its analytics service at <http://www.google.co.uk/intl/en/analytics/privacyoverview.html>

### **13.3.Third Party Content**

We occasionally provide content through third parties who may implement cookies of their own. This includes trusted third party content providers, who provide data for the ticker.

**We recommend you set your browser to not accept third party cookies if you do not wish to have these services place cookies on your machine. We have little control over what they do with the data they collect.]**