Counsellor Agreement

Last Updated: 20th October, 2026

Parties and Acceptance This agreement is entered into by Men's Counselling Service Ltd (MCS) and the individual or entity registered as a service provider on the MCS platform (hereinafter referred to as "the Counsellor").

By registering and creating a profile on MCS, you agree to the terms and conditions outlined in this agreement regardless of your specific professional title (e.g., individual practitioner or organisation providing services).

1. Purpose of the Agreement

The purpose of this agreement is to outline the terms under which the Counsellor is listed on the MCS platform, ensuring mutual understanding and clarity regarding roles, responsibilities, and expectations.

2. Services Provided by MCS

MCS agrees to:

- Host your professional profile on the MCS directory.
- Advertise and promote the platform to increase visibility of your services to potential clients.
- Allow the Counsellor to cancel their subscription without penalty.

3. Counsellor Responsibilities

3.1 Professional Standards

The Counsellor agrees to:

- Provide accurate and up-to-date information for their profile, including qualifications, professional membership, areas of expertise, and contact details.
- Maintain valid registration with a recognised professional body and keep professional indemnity insurance current for the duration of their listing on MCS.
- Operate independently and comply with all applicable legal, ethical, and professional standards, including safeguarding and confidentiality requirements.
- Respond to client inquiries promptly and professionally.
- Notify MCS of any complaints, investigations, or changes to their professional standing that may impact their eligibility to remain on the platform.

3.2 Insurance Warranty

The Counsellor warrants that they maintain professional indemnity and public liability insurance at the minimum levels specified in the MCS Insurance Requirements, which are incorporated into this agreement by reference. The Counsellor acknowledges that it is their sole responsibility to ensure cover remains active and "fit for purpose" (including for digital delivery). MCS operates a warranty-based model and does not routinely collect certificates; however, the Counsellor agrees to provide proof of insurance within 5 working

days if requested as part of a random audit. Where the Counsellor is registered as an organisation or group practice, see also Clause 3.4.

3.3 Code of Conduct

The Counsellor agrees to abide by the MCS Code of Conduct, which is incorporated into this agreement by reference. A material breach of the Code of Conduct (including, but not limited to, persistent unresponsiveness to leads or bringing the MCS brand into disrepute) shall be considered a breach of this Agreement and may result in immediate termination of the Counsellor's listing. Where the Counsellor is registered as an organisation or group practice, see also Clause 3.4.

3.4 Organisation & Group Practice Listings

Where the Counsellor is registered as an organisation, practice, or group covering more than one practitioner, the Counsellor (acting as that organisation) additionally warrants that:

- It has itself verified that every practitioner practicing under its listing holds current and valid registration with a recognised UK professional body, current professional indemnity and public liability insurance meeting the minimums set out in the MCS Insurance Requirements, and any minimum experience standard published by MCS from time to time, before that practitioner begins practicing under the listing.
- It will notify MCS within 10 days of any practitioner joining or leaving the team, or any change to a practitioner's registration, insurance, or professional standing.
- At MCS's request, at any time and for any reason, it will provide a copy of any named practitioner's registration certificate and evidence of insurance within 5 working days.
- It indemnifies MCS against any loss, claim, or liability arising from a breach of the warranties in this clause, and accepts that MCS may remove any non-compliant practitioner from the listing, or suspend or terminate the organisation's account, without liability to MCS.

MCS separately verifies the professional registration of the organisation's nominated point of contact at the time of listing, in the same manner as an individual Counsellor.

4. Disclaimer of Guarantees

The Counsellor acknowledges that:

- MCS provides a platform to connect counsellors with potential clients but does not guarantee client referrals, earnings, or the volume of inquiries.
- The Counsellor operates independently and is solely responsible for the services they provide to clients.
- MCS is not liable for any disputes, claims, or issues arising between the Counsellor and their clients.
- MCS is not liable for fraudulent or spam enquiries, and are not responsible for the nature or outcome of direct correspondence.

5. Fees and Payment

- 5.1 Subscription: After the free trial period, the Counsellor will be charged a monthly subscription fee of £24/month, or £264/year. Payment must be made via the MCS subscription platform. All fees are non-refundable once processed, except as set out in the MCS Refund and Cancellation Policy. Subscriptions can be cancelled directly via the 'Manage Subscription Button' on your profile or by emailing contact@menscounsellingservice.com. Please note it can take up to 5 working days to cancel the subscription.
- 5.2 Nature of Service: The Counsellor acknowledges that the fee is for the service of profile hosting and directory listing. MCS does not guarantee client referrals or a specific volume of enquiries.
- 5.3 Discretionary Pricing & Extensions: MCS reserves the right to offer bespoke pricing or free trial extensions to selected counsellors at its sole discretion. The existence of such extensions does not entitle other counsellors to retrospective refunds or price matches. These extensions are gestures of goodwill, have no cash value, and do not guarantee future results.

6. Termination of Agreement

- Either party may terminate this agreement at any time by providing written notice.

- MCS reserves the right to remove the Counsellor's profile without notice if they fail to comply with the terms of this agreement or if their professional conduct compromises the integrity of the platform.

- Upon termination, the Counsellor's profile will be removed from the MCS directory.

7. Limitation of Liability

- 7.1 Absolute Clinical Disclaimer: MCS is a directory service, not a healthcare provider. Under no circumstances is MCS liable for any clinical outcomes, personal injury, or death arising from services provided by the Counsellor. The Counsellor is an independent practitioner and agrees that any clinical liability rests solely with them. The Counsellor indemnifies MCS against any claims made by clients or third parties resulting from the Counsellor's professional conduct.
- 7.2 Platform & Client Conduct Shield: MCS is not liable for any damages, losses, or claims arising from the Counsellor's use of the platform. The Counsellor is responsible for handling all enquiries professionally and understands that MCS cannot guarantee the legitimacy of users. MCS is not responsible for the actions of any client or third party toward a Counsellor; this includes, but is not limited to, instances of death, injury, abuse, harassment, fraud, or financial loss. All client vetting and risk assessments are the sole responsibility of the Counsellor.
- 7.3 Financial Cap on Platform Liability: To the maximum extent permitted by law, MCS's total liability to the Counsellor for any claims related to the use of the platform (e.g., technical errors, lead transmission issues, or content) is limited to the total amount of subscription fees paid by the Counsellor to MCS in the 6 months prior to the claim.

- 7.4 Statutory Exception: Nothing in this agreement excludes MCS's liability for death or personal injury caused by our own direct corporate negligence, or for our own fraudulent misrepresentation.

8. Confidentiality and Data Protection (The Data Processing Agreement)

- Compliance: Both parties agree to comply with UK GDPR and the Data Protection Act 2018.
- MCS Role (Temporary Controller): MCS acts as a Data Controller for the sole purpose of capturing and transmitting the initial enquiry. To protect client privacy, MCS operates a data minimisation policy. Client enquiry data is retained for no longer than 7 days following successful transmission to the Counsellor, as required by our email infrastructure, after which it is permanently deleted from MCS systems.
- Counsellor Role (Ongoing Controller): Upon receipt of the email enquiry, the Counsellor becomes an Independent Data Controller of that information. The Counsellor is solely responsible for the secure storage, clinical record-keeping, and eventual deletion of that data in line with their professional body's guidelines.
- Security Requirements: The Counsellor confirms they use Two-Factor Authentication (2FA) on the email account receiving MCS leads and that all devices used to access these leads are password or biometrically protected.
- Liability Firewall: As MCS only retains client data for the short period required by our email infrastructure before permanent deletion, MCS is not liable for any data breaches, loss, or misuse that occurs once the data has been successfully transmitted to the Counsellor's email address. The Counsellor indemnifies MCS against any such claims.
- Breach Reporting: The Counsellor must inform MCS within 24 hours of any breach involving an MCS lead, so we can assist in notifying the affected individual if necessary.
- Data Deletion: The Counsellor agrees to delete or securely archive MCS client data in accordance with their professional body's retention guidelines once the enquiry is concluded.
- Counsellor Data: MCS processes the Counsellor's personal data as set out in the MCS Privacy Policy, including its use of service providers and how long data is kept.

9. Directory Display and Promotional Licence

- 9.1 Directory Listing: By maintaining a profile on MCS, the Counsellor grants MCS a non-exclusive, royalty-free licence to display their name, profile image, biography and any submitted media (video/audio) on the MCS directory. This includes directory pages filtered by location, specialism or issue, which may be linked to from MCS advertising, search results and other promotion of the platform, and on which the Counsellor's profile appears alongside other relevant counsellors. This display is part of the core service and continues for as long as the Counsellor is listed.

- 9.2 Selected Promotional Use: To generate enquiries for counsellors, MCS and advertising partners working on its behalf may select the Counsellor's name, profile image, biography or submitted media for use in promoting the MCS platform, including in paid advertising, social media content, email marketing and promotional landing pages. The Counsellor may opt out of this selected promotional use at any time by emailing contact@menscounsellingservice.com. MCS will ensure that any new selected promotional use stops, and existing digital uses are removed, within 10 working days of receiving the notice, including by its advertising partners.
- 9.3 Content Submission: Any articles, blog posts, or resources submitted by the Counsellor are subject to a perpetual license for distribution. MCS retains the right to keep this content live and use excerpts for promotion even after the Counsellor has left the platform, to maintain site integrity and SEO.
- 9.4 Automated Advertising Formats: Some advertising platforms can automatically generate ad images or text from publicly visible pages of the MCS website. MCS does not select this content, so a Counsellor's profile image may occasionally appear in such an ad, including where the Counsellor has opted out under Clause 9.2. MCS reviews its campaigns regularly and will remove any such asset promptly once it becomes aware of it, including on notice from the Counsellor.
- 9.5 End of Listing: On termination of this agreement, MCS will stop all selected promotional use of the Counsellor's likeness and remove their profile from the directory, subject only to Clause 9.3.

10. Entire Agreement

This agreement constitutes the entire understanding between the parties regarding the Counsellor's participation on MCS and supersedes any prior agreements, understandings, or communications.

11. Governing Law

This agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising under this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

12. Variation of Terms

MCS reserves the right to update or modify this agreement at any time to reflect changes in the law, regulatory requirements, or our business practices. The "Last Updated" date at the top of this document will reflect the most recent version. The Counsellor is responsible for regularly reviewing this agreement to ensure continued compliance. Continued use of the MCS platform following any changes constitutes acceptance of the revised terms. If a change is "material" (such as a fee increase or significant shift in data liability), MCS will endeavour to notify the Counsellor via the email address associated with their account.

13. Incorporated Policies and Priority

13.1 Supporting Policies

By accepting this Agreement, the Counsellor acknowledges and agrees to be bound by the following supporting policies, which are incorporated herein by reference:

- MCS Insurance Requirements (as referenced in Clause 3.2; extended to organisation listings under Clause 3.4)
- MCS Code of Conduct (as referenced in Clause 3.3; extended to organisation listings under Clause 3.4)
- MCS Refund and Cancellation Policy

13.2 Variation

In the event of any conflict between the terms of this Master Agreement and any supporting policy, the terms of this Master Agreement shall prevail.

13.3 Ongoing Compliance

The Counsellor acknowledges that these policies may be updated periodically in accordance with Clause 12 (Variation of Terms). Continued participation on the MCS platform following an update to any incorporated policy constitutes acceptance of the new terms.

Acceptance

By ticking the box labeled “Counsellor Agreement” during the registration process, you acknowledge that you have read, understood, and agree to be legally bound by these terms, including the Data Protection provisions in Clause 8.