

## Counsellor Terms

Welcome to the Men's Counselling Service (MCS) Counsellors Hub. Below you will find the legal terms and professional standards that govern your membership on our platform.

Please review the following documents:

- **Counsellor Agreement**
- **Professional Code of Conduct**
- **Insurance Warranty Requirements**
- **Refund & Cancellation Policy**

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### **Counsellor Agreement**

**Effective Date: 1st May, 2025**

**Last Updated: 9th February, 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.

### **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.

## **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. Subscriptions can be cancelled directly via the 'Manage Subscription Button' on

your profile or by emailing [contact@mencounsellingservice.com](mailto:contact@mencounsellingservice.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, extended trials, or "Founder's 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 **regular data purge policy**. All client enquiry data is permanently deleted from the MCS website database shortly after successful transmission to the Counsellor.
- **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 does not store a permanent copy of the client data, 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.

## 9. Marketing and Promotional License

- **9.1 Grant of License:** By maintaining a profile on MCS, the Counsellor grants MCS a non-exclusive, royalty-free, worldwide license to use their professional likeness, including name, profile image, bio, and any submitted media (videos/audio), for the purpose of promoting the MCS platform.
- **9.2 Channels:** This license covers use across all digital and physical channels, including but not limited to: paid advertising (Meta, Google, LinkedIn, plus others), social media content, email marketing, and landing pages.
- **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 Irrevocability of Active Campaigns:** While a Counsellor may request to be excluded from *future* promotional campaigns by providing 30 days' written notice, they acknowledge that MCS is not required to retrospectively remove their likeness from active printed materials or existing digital ad sets currently in circulation.

## 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)
- **MCS Code of Conduct** (as referenced in Clause 3.3)
- **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.

**Men's Counselling Service LTD** Registered in England & Wales | Company No: 15886703  
For all official correspondence: [contact@menscounsellingservice.com](mailto:contact@menscounsellingservice.com)

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## Code of Conduct for Counsellors

**Effective Date:** 1st May, 2025

**Last Updated:** 9th February, 2026

The Men's Counselling Service (MCS) Code of Conduct sets out the professional and ethical standards we expect all practitioners listed on our platform to adhere to. This document ensures that the MCS community remains a trusted, high-quality resource for men seeking support.

## 1. Professional Membership & Eligibility

- Practitioners must maintain active registration with a **Professional Standards Authority (PSA)** accredited body (e.g., BACP, UKCP, NCS, etc.).
- Practitioners must immediately notify MCS if their membership is suspended, revoked, or subject to a disciplinary investigation.

## 2. Service Standards & Responsiveness

To maintain the integrity of the platform and provide a positive user experience:

- **Communication:** Practitioners should aim to respond to all client enquiries within **48 hours**.
- **Availability:** Profiles must accurately reflect the practitioner's current availability. If you are at capacity and unable to take new clients, you must switch your profile status to **'Not Accepting New Clients'** using the toggle in your dashboard.
- **Professionalism:** All initial correspondence with MCS leads must be conducted with the same level of professionalism as a clinical session.

## 3. Commitment to Ethical Practice

Practitioners must:

- Uphold the principles of integrity, respect, and professionalism in all client interactions.
- Provide accurate, transparent information about qualifications and areas of expertise.
- Avoid misleading or false claims in their MCS profiles.

## 4. Client Welfare & Clinical Boundaries

- The welfare of clients is the primary concern. Practitioners must act in the best interests of clients and **recognise** the limits of their competence, referring onwards where necessary.
- Practitioners must maintain clear and appropriate boundaries, avoiding dual relationships that could impair professional judgement.

## 5. Data Protection Responsibilities

As outlined in the Counsellor Agreement, the practitioner is an **Independent Data Controller** once an enquiry is received:

- **Security:** Leads must be accessed on password-protected devices with Two-Factor Authentication (2FA) enabled on email accounts.
- **Record-keeping:** Clinical records must be stored securely in line with UK GDPR and the practitioner's professional body guidelines.

## 6. Diversity and Inclusion

- Practitioners must respect the diversity of all clients and provide a practice that is inclusive and accessible.
- MCS has a zero-tolerance policy for discrimination on the grounds of age, disability, gender identity, race, religion, sexual orientation, or socioeconomic status.

## 7. Breach of Code of Conduct

MCS reserves the right to investigate alleged breaches of this Code. In accordance with **Section 6 of the Counsellor Agreement**, MCS may suspend or remove a profile without notice if:

- A practitioner fails to respond to multiple client leads.
- A practitioner is found to have provided false qualification data.
- A practitioner's conduct brings the MCS brand into disrepute.

## 8. Acknowledgement

By maintaining a profile on MCS, you confirm that you have read and agreed to abide by this Code of Conduct alongside your primary professional body's ethical framework.

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## Insurance Requirements for Counsellors

**Last Updated:** 9th February, 2026

At Men's Counselling Service (MCS), we prioritize professional integrity. As a directory, we operate on a **Warranty-Based Compliance Model**. This means that by maintaining a listing on MCS, you legally attest that you meet the following insurance standards.

### 1. Mandatory Insurance Warranty

All counsellors registered with MCS warrant and represent that they maintain the following active coverage:

- **Professional Indemnity Insurance:** Minimum **£1,000,000** cover.
- **Public Liability Insurance:** Minimum **£1,000,000** cover.

## 2. Self-Certification & Data Minimisation

In line with our **Data Minimisation Policy**, MCS does not routinely collect, store, or monitor individual insurance certificates.

- **The Warranty:** By ticking the "Counsellor Agreement" and maintaining an active profile, you certify that you hold valid insurance meeting our minimum requirements.
- **Continuous Requirement:** This warranty remains in effect throughout your membership, including during any "Founder's Extensions" or free trial periods.

## 3. Verification & Random Audits

While we do not collect documents at sign-up, MCS reserves the right to conduct **random annual audits** or spot-checks to ensure directory integrity.

- **Audit Request:** If selected for an audit, you must provide a valid insurance certificate within **5 working days**.
- **Failure to Comply:** Failure to provide proof of insurance upon request, or a discovered lapse in coverage, constitutes a material breach of the Counsellor Agreement and will result in immediate profile removal.

## 4. Practitioner Responsibilities

The Counsellor is solely responsible for ensuring their policy is "fit for purpose," including:

- **Scope of Practice:** Ensuring the policy covers all therapeutic modalities offered on your MCS profile.
- **UK Focus:** Ensuring your policy covers your professional work with clients based in the United Kingdom.
- **Lapse Notification:** You must notify MCS immediately if your insurance is cancelled or significantly altered.

## 5. Disclaimer of MCS Liability

- **No Verification Guarantee:** MCS relies on the professional registration and the Practitioner's warranty. The presence of a profile on our directory is not an endorsement or verification of that practitioner's insurance status by MCS.
- **Indemnity:** MCS accepts **zero liability** for any claims arising from a Counsellor's failure to maintain insurance. The Counsellor agrees to indemnify MCS against any third-party claims resulting from the Counsellor being under-insured or uninsured.

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## Refund and Cancellation Policy

**Effective Date:** 1st May, 2025

**Last Updated:** 9th February, 2026

At Men's Counselling Service (MCS), we strive to provide exceptional services and a seamless experience. This Refund and Cancellation Policy outlines the terms under which fees and cancellations are processed for our practitioner directory.

## 1. Subscription Fees

**a. Paid Subscription:** Fees are billed in accordance with the plan selected by the Counsellor at the time of registration. Subscriptions commence immediately following the expiry of any applicable free trial or promotional period. These fees are used to maintain the platform infrastructure and execute marketing efforts to increase the visibility of our members.

## 2. Cancellation Policy

**a. Flexible Cancellation:** MCS subscriptions are designed to be flexible, allowing you to cancel at any time without exit penalties.

- **How to Cancel:** You may cancel directly via the **'Manage Subscription'** button on your profile dashboard or by emailing **contact@mencounsellingservice.com**.
- **Notice Period:** For manual or email-based cancellations, MCS requires **5 working days** to process the request.
- **Effective Date:** Monthly subscriptions will remain active until the end of the current billing cycle. Annual subscriptions will remain active until the end of the 12-month paid period.

**b. Administrative Subscription Management:** In response to a member's administrative request (including, but not limited to, portal-based cancellations or email requests), MCS reserves the right to unilaterally modify a therapist's subscription status to preserve their standing or provide additional value. This may include extending trial periods or applying "Founder's Extensions."

- Any such modification will be implemented in good faith and communicated to the therapist promptly via email.
- **Right to Reject:** If a therapist wishes to reject the extension and proceed with their original cancellation request, they must notify MCS in writing within **5 working days** of receiving the modification notice; otherwise, the extension will be deemed accepted.

## 3. Refund Policy

**a. Standard Policy:** All monthly and annual subscription fees are **non-refundable**. MCS does not provide refunds for partial months, unused portions of an annual plan, or if a member decides to leave the platform before their term expires. **b. No Guarantee of Referrals:** Subscription fees are for the service of **profile hosting and directory listing**. MCS does not guarantee a specific volume of leads or client engagements. The absence of referrals is not grounds for a refund. **c. Exceptional Circumstances:** Refunds are only

considered in cases of documented technical failure of the platform or administrative errors by MCS staff.

#### **4. Founding Counsellor & Service Coverage Concessions**

MCS reserves the right to implement discretionary, non-precedential extensions. These are typically offered to '**Founding Counsellors**' or to ensure continued service coverage.

- **Tangible Value:** Extensions may be granted at MCS's sole discretion if a practitioner has not yet derived tangible professional value from the platform, regardless of the number of initial enquiries received.
- **No Precedent:** These are gestures of goodwill and do not entitle other members to retrospective refunds or price matches.

#### **5. Variation of Terms**

MCS reserves the right to update or modify this policy at any time to reflect changes in our business practices or legal requirements. Continued use of the platform following such changes constitutes acceptance of the revised policy.

#### **6. Contact Us**

For assistance with billing or cancellations, please contact:

**[contact@mencounsellingservice.com](mailto:contact@mencounsellingservice.com)**