

## **Counsellor Agreement**

This agreement is entered into by **Men's Counselling Service Ltd (MCS)** and ("the Counsellor"). By registering and creating a profile on MCS, you agree to the terms and conditions outlined in this agreement.

### **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 pause or cancel their subscription without penalty after the free trial period.

### **3. Counsellor Responsibilities**

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.

### **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.

### **5. Fees and Payment**

- After the free trial period, the Counsellor will be charged a monthly subscription fee of £24/month, or £224/year, which can be paused or cancelled at any time.
- Fees are non-refundable once processed.
- Payment must be made via the MCS subscription platform.

## **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. Liability**

- MCS is not liable for any damages, losses, or claims arising from the Counsellor's use of the platform or their professional services.
- The Counsellor indemnifies MCS against any claims made by clients or third parties resulting from the Counsellor's professional conduct.

## **8. Confidentiality and Data Protection**

- Both parties agree to comply with all applicable data protection laws, including the General Data Protection Regulation (GDPR).
- The Counsellor's data will be processed in accordance with MCS's Privacy Policy.
- The Counsellor is responsible for maintaining the confidentiality of any client information shared through the platform.

## **9. 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.

## **10. 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**.

## **Acceptance**

By registering and creating a profile on MCS, you acknowledge that you have read, understood, and agree to the terms outlined in this agreement.

If you have any questions about this agreement, please contact us at [contact@mencousnellingservice.com](mailto:contact@mencousnellingservice.com).