



Terms & Conditions of Rize

General

This website is owned and operated by: Rize with a registered address at Riverbank Cottages, Oldbridge, County Meath.

By using our website, which includes access through other digital platforms you confirm that you accept these Terms of Service (“terms”) as binding upon you, including additional terms and conditions and policies referenced herein and/or available by hyperlink, and that you agree to comply with them. If you do not agree to these terms, you must not use our website.

How Rize Works with Clients

Hours of work

Rize works the following hours: Thursday and Friday 9.30-5.30pm. There may be other available times during the week depending on Rize’s availability and workload.

Contacting Rize

Rize respects that everyone uses different platforms and works different hours. They will review all emails twice a day and respond to any queries within 48 hours Monday to Friday. Any correspondence received through mobile, social media and other platforms will be acknowledged and responded to within 48 hours.

Confidentiality

In keeping with codes of ethics for Psychologists, the information shared within the context of treatment is treated in a strictly confidential manner and will not be divulged to others without your consent, except in the following exceptional circumstances:

- Where there is a serious concern that there may be a threat to your safety or life or that of another.
- In the context of criminal behaviour and disclosures required by legal process.

Psychologists are required to have regular professional supervision and engage in reflective practice with another psychological therapist as part of their continuing professional



development. Supervision aims to provide professional support in order for us to develop knowledge and enhance the psychological treatment provided. During supervision any identifying information pertaining to the clients concerned are not revealed.

Storing Personal Data

Rize respects confidentiality, transparency, and privacy. At the end of the contract any notes/forms that are completed are kept for seven years at the end of the contract and upon this date they will then be deleted. If a client re-engages with Rize within this time period, then the seven-year period will start again after their last contact. The client always has access to their records and can request copies of same under a Data Subject Access Request. Please note that this request should be sent to: cara@rize.ie.

Travel time

Rize retains the right to charge for travel time. If these fees are to be applied, then this will be discussed and confirmed prior to the contact starting.

Working with Clients

Rize works with a variety of clients – both private and corporate. Depending on the contract you have with Rize you will receive our payment terms.

In relation to 1-2-1s with clients the fees must be paid on the day of the session or immediately afterwards.

In relation to corporate clients please review the payment terms outlined at the start of the contact.

Cancellation Policy

If you would like to cancel your sessions before they start, please contact us on cara@rize.ie. Each request will be considered individually based on specific circumstances.

Payment of Fees

Depending on the contract you have with Rize your payment schedule will be laid out and may involve staged payments. Please review this schedule prior to agreeing to the contract and late payment of fees may result in penalties and/or pausing your sessions. If payments are due before the sessions begin, then Rize expects full payment to be made at least 24 hours prior to the session.



Cancelling pre-arranged appointments

Rize has a set schedule every week and work with a variety of clients. If your circumstances change then Rize require a minimum 24-hour cancellation policy for sessions. Failure to cancel your appointment before 24 hours (except in exceptional and one-off situations) will be chargeable.

Termination Policy

Rize can only work with a client if the relationship is open, transparent, and reciprocal. If either party feels that the relationship between the client and Rize has broken down, then Rize and/or the client retain the right to withdraw from the agreed contract. All efforts will be used to re-establish the lines of communication between all parties but if this fails and it is agreed to terminate the contact then 48hrs notice from either party is the minimal amount of time required to close off all outstanding work and invoices will be produced to cover all due monies on your account.

Risk/Emergencies

Accessing psychological treatment and assessment is both private and confidential. Your information will not ordinarily be shared. However, if information is disclosed, which indicates that there is a risk of serious harm to an individual (either the client or another person) we have a duty to disclose this. Rize will always discuss this with you unless we believe doing so increases the risk, at which point we may share your personal information with the relevant person or organisation without your consent.

Credit

In some specific cases, Rize may extend credit terms but makes no guarantee of providing credit to any customer. In the event of being offered a credit facility, and if the Customer fails to make any payment within 31 days of it becoming due, Rize shall be entitled to charge interest at the rate of 8% per month on the outstanding amounts

Contacting Clients



Rize may use either email or a business WhatsApp to communicate with clients. Rize has disappearing messages on their WhatsApp account and any communication that is shared on this device that is relevant to the client's file will be downloaded and stored on your file. This file will be kept for seven years after the last interaction with the client.

Complaints

Rize works in an open and transparent manner. If you feel that the service that has been provided has not been satisfactory, please email us on cara@rize.ie.

Artificial Intelligence (AI) usage on Rize website

Rize does not use any forms of AI on their website

Property Ownership

Please note that ownership of all work completed will remain with Rize until all work has been paid for in full. Once full and final payment has been received, ownership will be passed to the client and all access to the client's systems and passwords will be deleted upon receipt of the full payment.

Termination Policy

Rize can only work with a client if the relationship is open, transparent, and reciprocal. If either party feels that the relationship between the client and Rize has broken down, then both parties retain the right to withdraw from the agreed contract. All efforts will be used to re-establish the lines of communication between all parties but if this fails and it is agreed to terminate the contact then 5 days' notice from either party is the minimal amount of time required to close off all outstanding work and invoices will be produced to cover all due monies on your account.

Non-Competition

The education materials supplied by Rize (including all website content and content supplied at workshops and seminars) are of a confidential nature. From time to time, Rize may use examples of work they have created or businesses that they have worked with to illustrate educational points. Any attempt by the Customer to enter the markets that Rize operates in



after gaining possession of such educational materials will be classed as entering into competition with Rize.

Speaker Engagement

Rize carries out various speaking engagement. Each event is created individually, based upon the conversations and information that has been provided through the performance of the contract. The content of these events remains the intellectual property of Rize once the event has taken place and are not allowed to be replicated, duplicated, copied or re-used without the express and unequivocal consent of Rize. Recordings of the event cannot take place without the express permission of Rize, who will be captured during the function of carrying out their contracted role, and this must be obtained prior to the event taking place.

Please also note that Rize authorizes the sharing of all recordings provided for an organisation only the ethernet of that business and cannot be shared externally outside that company without Rize express permission. Any social media images used in connection to any event Rize participates in must be approved prior to publication and Rize also retains the right the publicise their role in this event across their social media platforms.

Confidentiality

Confidentiality is an essential part of all our services and Rize will always, operate with the highest standard of security and confidentiality.

Protection of Intellectual Property

All materials supplied by Rize (including all website content and content supplied at workshops and seminars) are of a confidential nature. From time to time, Rize may use examples of work they have created or businesses that have worked with to illustrate educative points. Any attempt by the Customer to enter the markets that Rize operates in after gaining possession of such educative materials will be classed as entering competition with Rize.

a) All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code (collectively, "content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such content, contained on the website is owned, controlled or licensed by or to Rize.

b) Except as expressly provided in these Terms, no part of the Site and no content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated,



transmitted or distributed in any way (including “mirroring”) to any other computer, server, website or other medium for publication, distribution or for any commercial enterprise, without Rize’s express prior written consent.

Affiliates

Rize does not have any affiliate links on their website. If they refer to any company or service provider, then they are basing this on their own personal usage and cannot be taken as a recommendation or affiliation with that organization.

Legal Advice

Rize reserves the right to consult with their legal advisors in all cases of court orders for access to personal records and/or all other information requests.

Where other names have been mentioned through the course of the sessions with Rize then they reserve the right to redact these names on all shared documentation.

Rize Terms & Conditions of Service

Contract Of Sale

When you order services from us, the terms in force at the time of your order will apply as the contract of sale between you and us. This contract of sale begins to be formed between us when we issue an invoice. You shall only become the full owner of the service once we have received full payment for it.

Indemnification, Liability, And Limitation

The express terms and conditions of these terms shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law. Insofar as it is lawful to do so, we do not accept liability of any description including liability for negligence or any damages whatsoever arising out of or in connection with the viewing, use or performance of this website or its contents. In the event that you reproduce, display, transmit, distribute or otherwise exploit the structure, information, material, or any portion thereof, in any manner not authorised by us, or if you otherwise infringe any intellectual property rights relating to the structure, information, photographs, prints or this website, you



unconditionally and irrevocably agree to indemnify us and keep us indemnified from and against any and all losses, expenses, costs or damages, including reasonable lawyers' fees, incurred by you or others as a result of unauthorised use of the above and/or your breach of these terms. You unconditionally and irrevocably agree to indemnify us and keep us indemnified from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by us and arising from any claim brought by any third party against us howsoever arising from or in connection with: these terms; the supply of the services and/or digital goods pursuant to the terms; your use of the services and/or digital goods; or your fraud or negligence. For the avoidance of doubt, we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms for any loss of profits, goodwill, sales, business, or revenue; loss or corruption of data, information or software; loss of business opportunity or anticipated savings; or any indirect or consequential loss. Without prejudice to other clauses in these terms, our total liability arising under or in connection with these terms, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the purchase price paid for the relevant services that is/are the subject of a claim.

Errors, Inaccuracies And Omissions

Occasionally there may be information on our website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the website or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the website or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the website or on any related website, should be taken to indicate that all information on the website or on any related website has been modified or updated.

Sales Of Services

If you are not a consumer, you confirm that you have authority to bind any organisation on whose behalf you use our site to purchase services. We reserve the right, but are not obligated, to limit the sales of our services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any services that we offer. We reserve the right to discontinue any service at any time. In accordance with other clauses included in these terms, we make no express or



implied warranty, representation or undertaking and assume no responsibility concerning the quality, nature, or fitness for purpose of the services or digital goods. We do not warrant that the quality of any services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the products or services will be corrected, unless as required by law. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these terms. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. Prices for our services are subject to change without notice. We reserve the right at any time to modify or discontinue our services on our website (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of such.

Refunds

We conform to Irish and EU law and regulations for the purposes of whether or not to accept returns. We deal with cases as they happen on an individual basis. We encourage you to contact us as soon as possible after delivery should you discover a fault or defect in the services or digital goods. Please read our terms for cancellation and terminations earlier in this document.

Social Media Platforms

Communication, engagement, and actions taken through external social media platforms that we participate on are custom to the terms as well as the data protection and privacy policies and notices held with each social media platform respectively. You are advised to use social media platforms wisely and communicate / engage upon them with due care and caution regarding your own privacy and personal details. We will never ask for personal or sensitive information through social media platforms and encourage you when wishing to discuss sensitive details to contact us through primary communication channels such as by telephone or email.

Data Protection, Privacy And Security

Your rights to data protection and privacy, including security over data, are very important to us. We treat personal data obtained using this website as private and are committed to providing you with secure access to our online service. This website processes information from you as per our Privacy Statement. When you, amongst other actions, visit our website,



enquire about services or send e-mails to us you understand that subsequent data processing will be done as detailed in our Privacy Statement.

Governing Law And Disputes

This website is controlled and operated from the Republic of Ireland and therefore governed by Irish law. In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, the Irish law will apply, and the appropriate courts of the Republic of Ireland will have jurisdiction.

Variation Of These Terms & Conditions

We reserve the right to make changes to this website, these terms, and the other information contained in this website at any time and without notice. Please refer to these terms when you visit the website as they may change from time to time.

Severability

In the event that any provision of these terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

Waiver

The failure of us to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision.

Entire Agreement

These terms and any policies or operating rules posted by us on this website or in respect to our website constitutes the entire agreement and understanding between you and us and govern your use of the website, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these terms). Any ambiguities in the interpretation of these terms shall not be construed against the drafting party.



Contact Information

You may contact us by e-mail at the following address: cara@rize.ie

Contact information published on this website is published for the purpose of users or prospective users contacting us about services offered to them. This information should not be considered as made manifestly public for the purposes of general marketing contact.