

Terms & Conditions



1. About us

- 1.1 **Company details.** UK Independent Medical Services Limited trading as Pebble Wellbeing (company number 04530717) (**we** and **us**) is a company registered in England and Wales and our registered office is at Brenner House, Rainton Bridge Business Park, Houghton le Spring, Tyne and Wear, DH4 5RA. Our VAT number is 898 4551 59. We operate the website <https://on-demand.ukim-oh.com/> and <https://pebblewellbeing.com/>.
- 1.2 **Contacting us.** To contact us, telephone our customer service team at 0333 034 7056 or email us at hello@pebblewellbeing.com. How to give us formal notice of any matter under the Contract is set out in clause 17.2.

2. Our contract with you

- 2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 **Language.** These Terms and the Contract are made only in the English language.
- 2.4 **Your copy.** You should print off a copy of these Terms or save them to your computer for future reference.
- 2.5 **Length of the Contract.** The Contract will begin on the Commencement Date (in line with clause 3.4 of these Terms) and will last for a period of 12 months, after which it will automatically terminate. Earlier termination may occur in line with clause 15 of these Terms. If you wish to enter into a new Contract with us, you will need to place a new order.

3. Placing an order and its acceptance

- 3.1 **Placing your order.** Please follow the onscreen prompts to place your order. You may only submit an order using the method set out on the site. Each order is an offer by you to buy the services specified in the Specification at the end of these Terms (**Services**), subject to these Terms.
- 3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.3 **Acknowledging receipt of your order.** After you place your order, you will receive a confirmation notification on screen which will include a unique reference number (**URN**). Please make a note of the URN. Please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.

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3.4 **Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.

3.5 **If we cannot accept your order.** If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

3.6 **Reasons as to why we might not accept your order.** By way of example only, we will need to complete checks to ensure your eligibility for the Services, particularly by confirming that you employ the number of people for whom you have signed up. Where the number of employees is found to be greater, the order may be refused and refunded in line with clause 3.5 above. There could also be other reasons as to why we might not accept your order and this is not an exhaustive example.

4. Charges

4.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 4.

4.2 The Charges are the prices quoted on our site, and contained in the 'Charges' section of the Specification at the end of these Terms, at the time you submit your order.

4.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.

4.4 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system.

4.5 Our Charges may change from time to time, but changes will not affect any order you have already placed.

4.6 VAT will be added to our Charges where applicable. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

5. How to pay

5.1 Payment for the Services is in advance. We will take your payment upon submission of your order.

5.2 You can pay for the Services via STRIPE or by such other method as we may notify you from time to time.

6. Non-commencement of the Services

6.1 Where the Services do not commence or progress to completion due to:

- (a) lack of engagement with us by you or your employee;
 - (b) a request from you to cancel, suspend or delay provision of the Services; or
 - (c) circumstances beyond our reasonable control,
- no refund (full or partial) will be paid to you.

6.2 Where the Services do not commence or progress to completion as a result of any act or omission on our part, we may pay a full or partial refund to you in our sole and absolute discretion.

7. Our services

7.1 **Descriptions.** Any descriptions on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

7.2 **Compliance with Specification.** The Specification includes: a list of the Services and the Charges, and it appears at the very end of these Terms in a schedule entitled "Specification". Subject to our right to amend the Specification (see clause 7.3) we will supply the Services to you in accordance with the Specification at the date of your order in all material respects.

7.3 **Changes to Specification.** We reserve the right to amend the Specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.

7.4 **Skill and care.** We warrant to you that the Services will be provided using such skill and care as is to be expected from a provider experienced in the provision of occupational health services in line with (where applicable) the EAPA Code of Ethics and the BACP ethical framework.

7.5 **Time for performance.** We will use all reasonable endeavours to meet any performance times, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

7.6 **Compliance with laws.** We will obtain and maintain all registrations, licences and consents necessary to perform our obligations under the Contract. We will carry out our obligations under the Contract so as to comply with all relevant laws which are binding on us.

8. Your obligations

8.1 It is your responsibility to ensure that:

- (a) the terms of your order are complete and accurate;
- (b) you cooperate with us in all matters relating to the Services;
- (c) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (d) you use reasonable endeavours to procure that your employees submit referrals which are complete and accurate;
- (e) you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (f) you comply with all applicable laws, including health and safety laws;
- (g) you notify us of the correct number of your employees (**Headcount**) when you place the order. To explain further about what "Headcount" means: the Headcount is the total number of your employees (whether potential or actual); it does not reflect full-time equivalents only, or only the potential numbers of employees which you expect to submit a referral;
- (h) you notify us throughout the duration of the Contract if the Headcount changes as follows: (i) if you begin the Contract with 1 to 49 employees, but your Headcount then increases to 50 or above, and/or (ii) if your Headcount increases to over 100 employees at any time during the Contract. This applies and whether it is a result of general restructuring, redundancy, business disposal, merger or acquisition, or any other reason. To this end, we reserve the right to charge you further and change the terms of the Contract if you wish to continue with the Services for any differing level of employees.

8.2 You will need to comply with our 'fair use policy' which is set out here:

- (a) we define fair use as "usage levels that align with the expected needs of a typical employee population". While we do not wish to impose rigid limits, we have a right to monitor aggregated service usage and we may reach out to you if your usage exceeds reasonable levels.
- (b) in cases where sustained excessive usage occurs – particularly if it impairs our ability to provide support to others – we have the right to:
 - (i) Initiate a review with you;
 - (ii) Recommend additional or alternative support mechanisms to you; and/or
 - (iii) Modify or, if necessary, suspend access to the service with appropriate notice.
- (c) This policy ensures that the service remains viable, equitable, and effective for all of our customers.

8.3 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 8.1 (**Your Default**):

- (a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default

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prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 15 (Termination);

- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

9. Services in UK only

- 9.1 Unfortunately, we are unable to perform the Services at addresses outside the UK.
- 9.2 The order must be for performance of the Services to an address in the UK (and therefore the employees who take any of the Services relate must be located in the UK.)

10. Complaints

We operate a complaints policy for the Services which is available on our website and/or on request. If a problem arises or you are dissatisfied with the Services, please contact us in accordance with clause 1.2 setting out details of your complaint so that we may investigate.

11. Intellectual property rights

- 11.1 All intellectual property rights in or arising out of or in connection with the Services will be owned by us.
- 11.2 We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the deliverables specified in your order (excluding materials provided you) for the purpose of receiving and using the Services and such deliverables in your business. You may not sub-license, assign or otherwise transfer the rights granted in this clause 11.2.
- 11.3 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

12. How we may use personal information from you, and your employees' personal data

- 12.1 We will use any personal information you (as a company) provide to us to:
 - (a) provide the Services;
 - (b) process your payment for the Services; and
 - (c) inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.
- 12.2 We will process any personal information you provide to us in accordance with our [Privacy Policy – UKIM](#) the terms of which are incorporated into this Contract.

- 12.3 In relation to the performance of the Services for the employees, each party is an independent Data Controller and each party will therefore comply with any necessary Data Controller obligations under the Data Protection Legislation (which is the Data Protection Act 2018, the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended from time to time; and any other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and code of practice issued by the relevant data protection or supervisory authority.)
- 13. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 13.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 13.2 Subject to clause 13.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) any indirect or consequential loss.
- 13.3 Subject to clause 13.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the Charges paid under the Contract.
- 13.4 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.5 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

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13.6 This clause 13 will survive termination of the Contract.

14. Confidentiality

14.1 We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 14.2.

14.2 We each may disclose the other's confidential information:

- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 14; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

15. Termination, consequences of termination and survival

15.1 **Termination.** Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business;
- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

15.2 **Consequences of termination.** Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

15.3 **Survival.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

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16. Events outside our control

- 16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- 16.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
 - (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.
- 16.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 90 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

17. Communications between us

- 17.1 When we refer to "in writing" in these Terms, this includes email.
- 17.2 Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.
- 17.3 A notice or other communication is deemed to have been received:
- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
 - (c) if sent by email, at 9.00 am the next working day after transmission.
- 17.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 17.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

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18. General

18.1 Assignment and transfer

- (a) We may assign, sub-contract or transfer our rights and obligations under the Contract to another entity.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

18.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

18.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

18.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

18.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

18.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

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SPECIFICATION

Where we refer to the “Specification” in the above Terms, this is what we are referring to:

(A) Services

You will receive the following Services:

Name of Service	Description of Service
Ongoing service promotion	This part of the Service includes launch materials to include leaflets and wallet cards to 110% of employee population, digital poster templates to promote the EAP to both employees and managers, as well as monthly wellbeing materials following a calendar of themes and topics
Account management	This Service is available to you. A dedicated account manager will provide administrative support.
24/7 helpline for immediate emotional support	This Service is available for employees 24 hours a day, 7 days a week, to assist in problem resolution and clinical assessment of needs. Telephone number to be provided on Order Confirmation and as otherwise updated.
Live Chat	This Service is available for employees via our website, Monday to Friday 9am to 5pm, to assist in problem resolution and clinical assessment of needs.
Legal & debt information line	This Service is available for employees to be referred into services for legal and debt support; one referral per employee, per issue, per annum.
Manager support	This Service is available for employees, who are specifically line managers, to provide help and support to them. Telephone number to be provided on Order Confirmation and as otherwise updated. Manager support line available Monday to Friday, 8am to 6pm.
Manager Referral	This Service is available to Managers to refer, with consent, their team members into the Services.
Day 1 intervention for stress	This Service is available for employees who are presenting stress issues, as referred by their manager to ensure individuals are offered the support they require.

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Critical incident support	Following an incident or trauma, we provide immediate and on-going assistance to ensure that you and the employees can return to effective working as quickly and effectively as possible. In addition to services listed there is an option for specialist onsite group intervention which is chargeable at an additional rate.
Online self-help portal	This Service is available for employees to access our online portal/website where self-help resources are available in the form of factsheets, videos, modules, interactive quizzes, self-assessment questionnaires, and links/signposting to supporting services.
Wellbeing programmes (Silvercloud, or other provider/ platform from time to time)	This Service is available for employees to access self-help wellbeing modules on Silvercloud (or other provider/ platform from time to time), via our portal/website.
Guided self-help (Silvercloud, or other provider/ platform from time to time)	This Service is available for employees to access computerised cognitive behavioural therapy ("cCBT") via Silvercloud (or other provider/ platform from time to time). A clinician will be assigned to engage with the employees. Programmes are assigned to suit the employee's needs and preferences. The programme will last up to five weeks if the employee is engaging with the services but may take longer. The employee will have access to the platform and programmes for a period of 12 months to re-visit learning and to act as a relapse prevention tool.
Structured counselling	This Service is available for employees via telephone, secure video conferencing, or face to face, for counselling. The number of approved sessions for you, per employee, per issue, per annum is 6.

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(B) Fees

You acknowledge and agree that the Services are available for purchase via this online method if you have 100 or fewer employees. If you have more than 100 employees, please contact us for an individual quote and bespoke agreement.

If you have between 1 and 49 employees, you will be charged "Rate 1" below.
If you have between 50 and 100 employees, you will be charged "Rate 2" below.
Rate 1 = £600.00 plus VAT per annum
Rate 2 = £750.00 plus VAT per annum