

Frontline19 Service Terms for Supported Persons

FRONTLINE THERAPISTS LIMITED a company incorporated under the laws of England and Wales with registered number 12549595 whose registered office is at 63-66 Hatton Gardens, Fifth Floor, Suite 23, London, England, EC1N 8LE ('**Frontline19**' or '**We**') set out the following terms and conditions upon which Frontline19 offers a frontline NHS COVID-19 worker (otherwise known as a '**Supported Person**' for the purposes of these service terms (the '**Terms**') in addition to '**You**' and '**Your**') a licence to use www.frontline19.com (the '**Site**') and the services ('**Frontline19 Services**') which enable Supported Persons to avail of the therapeutic support services provided free of charge by a network of independent, experienced, fully qualified and insured psychotherapists, psychologists and counsellors (each a '**Volunteer**' or '**Frontline Therapist**' and together, the '**Frontline19 Volunteer Network**').

These Terms incorporate our [Cookie Policy](#) and [Privacy Policy](#) by this reference. These Terms shall remain in full force and effect to the extent that a Supported Person makes use of the Site to access the Frontline19 Services unless terminated by You or by Frontline19 in accordance with the Terms herein.

1. Definitions

1.1 The definitions to be read with these Terms are set out in full at Clause 16.

2. General

2.1 By using any of the Frontline19 Services via the Site, You expressly agree to be bound by these Terms and all applicable laws governing the use of the Services via the Site. These Terms form a legally binding agreement between You and Frontline19 in relation to Your use of the Frontline19 Services.

2.2 You should read these Terms carefully and ensure that You understand their effect before proceeding to use the Frontline19 Services. If You disagree with any part of these Terms, do not use the Site for the purpose of accessing the Frontline19 Services. If You violate these Terms, Frontline19 may terminate Your use of the Site, bar You from future use of the Site and/or take appropriate legal action against You.

2.3 We reserve the right to make reasonable minor modifications to these Terms at any time without notice. Any changes We may make to these Terms in the future that materially affect You will be posted on this page and, where appropriate, notified to You by email. You agree that Frontline19 will treat Your use of the Site to access the Frontline19 Services as acceptance of the Terms herein including Your continued use subsequent to any changes.

3. Frontline19 Services

3.1 We act as an intermediary host provider of a registration, sourcing and matching platform. We are dedicated to facilitating an exclusive online venue whereupon Supported Persons can be matched with Frontline Therapists to enable those Frontline Therapists to provide their professional therapeutic services to one or more Supported Persons. Frontline19 is an impartial intermediary sourcing and matching service and We have no interest in getting You to pay for the therapeutic services that are being provided free of charge by Frontline Therapists during and throughout the aftermath of the COVID-19 pandemic.

3.2 All therapeutic sessions provided to You are provided free of charge and independent of Frontline19. All agreed engagements as between You and a Frontline Therapist are governed by the Frontline Therapist's own professional service terms so please do ensure that You consider these and that they are acceptable to You. It has been agreed with each Frontline Therapist that they are not entitled to charge You for their services until a minimum of twelve (12) sessions have been reached or exceeded with You. We believe this is a sufficient timeframe to impose so that We can try to ensure that You are supported both during and in the aftermath of the pandemic. Your therapist may agree to continue the sessions pro bono beyond the twelfth session, or, You may agree a paid-for arrangement.

3.3 We do perform a certain amount of due diligence when it comes to us sourcing members of our Frontline 19 Frontline Therapist Network but We cannot make any guarantees to You as to the quality and authenticity of any individual Frontline Therapist so please do feel free to ask Your Frontline Therapist whatever questions You feel are necessary and relevant prior to commencing a therapeutic session with them so as to satisfy Yourself that You are happy to progress with that professional relationship (which You can of course cease at any time). Consequently, You release Frontline19 (and our agents and employees) from all Claims and Losses (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any Frontline Therapist that You are matched with via the use of the Frontline19 Services.

3.4 **IMPORTANT:** You acknowledge that:

- a. Frontline19 is likely to have many Frontline Therapists registered as part of the Frontline19 Frontline Therapist Network (and many Support Persons registered as seeking therapeutic support sessions via the Site) concurrently which means We do need a reasonable time to consider each request;
- b. Frontline19 do not check, audit, vet, monitor or control: the identity, worthiness or bona fides of Frontline Therapists registered as part of the Frontline19 Frontline Therapist Network; and,
- c. Frontline19 is not party to any contract of engagement for therapeutic services that may ensue as between You as a Supported Person and the relevant Frontline Therapist.

Accordingly, Frontline19 will not be liable to You in relation to any Claims or Losses arising out of:

- a. a Frontline Therapist and their therapeutic services that they offer;
- b. the non-availability of any specific Frontline Therapist at any one time, or, any therapeutic services from any Frontline Therapist;
- c. the Frontline Therapist's contractual engagement documentation; or,
- d. the acts or omissions of any Frontline Therapist.

all of which are at Your own sole risk.

3.5 The Frontline19 Services offer no advice, recommendations and endorsements in respect of any individual Frontline Therapist or legal representation under any circumstances. The opportunity to receive free of charge therapeutic sessions from a Frontline Therapist is optional and We do not accept any responsibility for the decisions that You or the Frontline Therapist make in this respect.

4. Sign-up

4.1 To sign up to request the Frontline19 Services, You must enter Your:

- a. full name;
- b. email;
- c. phone number;
- d. current role in fighting COVID-19; and,
- e. badge number or work ID.

We will then source and match a Frontline Therapist for You.

4.2 We aim to keep session times as flexible as possible in order that You can be supported when You need it; whether it's to download after a particularly gruelling shift, or to attempt to make sense of Your experiences if You have some downtime. If You have gender or other preferences of a therapist, please let us know and we'll do our best! Once You are connected with a therapist via Your preferred method of contact, You will be able to communicate with them directly about when and how Your sessions take place. All therapists will provide you with a clear guideline of what they are able to offer You, when they are able to offer it, and the duration and frequency of the sessions.

5. Data Protection

Both the relevant Frontline Therapist with whom You are matched shall Process any Personal Data pertaining to You in the capacity of a Data Controller and shall each comply with all applicable Transparency Requirements set out in the Data Protection Legislation. This Clause 5 shall not relieve either the Frontline Therapist or Frontline19 of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations. At Frontline19, We are always transparent about Why We collect Personal Data and what We do with it and We always remind You of the rights You have in respect of Your Personal Data that You share with Us. For complete details of Our collection, processing, storage, and retention of Your Personal Data, including, but not limited to, the purpose(s) for which Personal Data is used, the legal basis or bases for using it (including any exemptions), details of a Customer's rights and how to exercise them, please refer to the [Frontline19 Privacy Statement](#). Where the relevant Frontline Therapist Processes Your Personal Data, they shall do so in accordance with its own [Article 14](#) privacy statement which it shall make accessible to You upon request.

6. Complaints

Frontline19 tries to meet the highest standards when providing the Frontline19 Services via the Site. We take any Complaints We receive about this very seriously. We encourage Supported Persons to bring any Complaints to our attention and We welcome any suggestions for improving our procedures. We will try and solve any disagreements quickly and efficiently. If You are not happy with the way Frontline19 deals with any Complaint and You wish to take court proceedings, You must do this within England. Relevant English law will apply to these Terms in accordance with Clause 15.

7. Frontline19 Obligations

7.1 Frontline19 agrees to:

- a. provide the Frontline19 Services with all due care, skill and ability;
- b. devote as much time to the provision of the Frontline19 Services as may be necessary for their proper performance;
- c. conduct all Frontline19 Services in accordance with the applicable law;
- d. provide promptly and give to a Supported Person all such information as they may reasonably require in connection with the provision of the Frontline19 Services; and,
- e. provide a response in a timely manner to any requests for technical support (in relation to the use of the Site only).

8. Availability & Security of the Site

- 8.1** You acknowledge and agree that to improve the Frontline19 Services made available to You via the Site, Frontline19 may stop (permanently or temporarily) providing the Frontline19 Services (or any features within the Frontline19 Services) to You generally at its sole discretion, without prior notice to You.
- 8.2** Frontline19 shall use reasonable efforts to ensure that scheduled maintenance downtime is kept to a minimum in accordance with industry standards and, where possible, scheduled downtime shall be completed outside of normal UK working hours.
- 8.3** Unscheduled emergency maintenance may be required at any time. Frontline19 agrees however, to use all reasonable efforts to keep emergency maintenance to a minimum and reduce the effects of any emergency maintenance required.
- 8.4** Frontline19 does not warrant the validity and accuracy of information on the Site or the Frontline19 Services or that the Site is kept up-to-date. The Site and its content and the Frontline19 Services are delivered on an "as-is" and "as-available" basis. Frontline19 shall use reasonable endeavours to ensure that the Site, the Frontline19 Services and any information it holds on You are kept secure. However, due to the nature of the internet, Frontline19 does not represent or warrant to You that:
- a. Your use of the Site and/ or the Frontline19 Services will be uninterrupted, timely, secure or free from error at all times, nor that it will provide specific results from use of the Site or any content, search or link on it;
 - b. Your use of the Frontline19 Services will meet Your requirements;
 - c. any information obtained or downloaded by You as a result of Your use of the Frontline19 Services will be accurate, reliable or free of viruses or contamination or destructive features;
 - d. there will not be any defects in the operation or functionality of any software provided to You as part of the Frontline19 Services; and,
 - e. those who intentionally attempt to and/or gain unauthorised access to the same by means such as, without limitation, computer hacking will not be successful.

9. Warranties and Indemnities

- 9.1** As a Supported Person registered on the Site, You warrant, represent and undertake to Frontline19 that:
- a. You will comply at all times with Your obligations herein;
 - b. all information submitted to the Site in respect of Your identity is true, accurate and complete in all respects; and,
 - c. You are solely responsible for any breach of Your obligations under these Terms due to Your act, omission, default or Your failure to comply with any of Your obligations under these Terms and for the consequences of any such breach or failure.
- 9.2** We make no warranty, and hereby further expressly disclaim any liability to You and You agree that You have no claim against **Frontline19** in connection with any Claims asserted against, or Losses suffered by You:
- a. due to any breach by You of these Terms or breach of warranty by You;
 - b. in respect of the matters listed at Clauses 3.4 and 9.1;
 - c. due to the acts, omissions and conduct of any Frontline Therapist in connection with or otherwise related to Your use of the Site and the Frontline19 Services;
 - d. due to the Frontline Therapist's failure to perform, or delay in performance of, any of its obligations to You under its own contractual engagement service terms;
 - e. due to Your failure or inability to use the Frontline19 Services or any Site functionality at any point in time, or, where the Site is unavailable at any time for any period;
 - f. connected to any linked third-party website or any statements, information, content, that are published on, or may be accessible from, the Site or any linked third-party website;

- g. due to any changes which Frontline19 may make to the Frontline19 Services, or for any permanent or temporary cessation in the provision of the Frontline19 Services (or any features within the Frontline19 Services);
- h. the deletion of, corruption of, or failure to store, any communications data maintained or transmitted by or through Your use of the Frontline19 Services;
- i. due to any unauthorised access or loss of Personal Data that is beyond our control.

9.3 Subject to Clause 9.4, We shall in no circumstances be liable to You in contract, tort (including negligence), breach of statutory duty or otherwise for any and all Losses suffered by You or Claims asserted against You including consequential, special or incidental loss or damage (whether direct or indirect) or any loss of profit, anticipated profits, business, data, opportunity, revenue, goodwill, or reputation arising from Your use of the Site or the Frontline19 Services.

9.4 Nothing in these Terms is intended nor shall it be construed as an attempt by any party to exclude or limit any liability for:

- a. fraudulent misrepresentations;
- b. any liability where the law does not permit such exclusion of liability; and,
- c. death or personal injury arising from negligence.

9.5 Subject to Clause 9.4 and except as expressly set out in these Terms, Frontline19 gives no warranties and excludes all other express or implied terms, conditions and warranties.

10. Frontline19 Content

With the exception of content submitted to the Site by You, all other content and the selection and arrangement of such content on the Site constitutes '**Frontline19 Content**' and is either owned by, or licensed to, Frontline19 and is subject to copyright, trade mark rights, and other intellectual property rights of Frontline19 and licensors of Frontline19. Such Frontline19 Content is protected by UK copyright laws and international laws. Any third-party trade or service marks present on the Site not uploaded or posted by You are trade or service marks of their respective owners. Such may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the prior written consent of Frontline19 or, where applicable, the licensors of Frontline19. Frontline19 and/ or its licensors reserve all rights not expressly granted in and to their Frontline19 Content.

11. Entire Terms/ Severability

These Terms incorporate our [Cookie Policy](#) and [Privacy Policy](#) which together constitute the entire agreement between You and Frontline19 in relation to Your use of the Site to access the Frontline19 Services and supersedes any prior representations, inducements or agreements relating to its subject matter. Should the courts strike-out as invalid or unenforceable or otherwise alter any part of these Terms, the remaining Terms shall remain valid and in force.

12. Assignment

These Terms shall be personal to You and You may not assign, transfer or delegate all or any of Your rights and obligations, without Frontline19's prior written consent. Frontline19 reserves the right to assign or transfer all or any of its rights and obligations under these Terms to any companies in the same group as Frontline19 or other third party. In the event of assignment or transfer, notification will either be given to You by e-mail or posted on the Site.

13. No Waiver

Failure by either Frontline19 or You to exercise or enforce any right conferred shall not be deemed to be a waiver of any such right nor operate so as to bar that exercise or enforcement thereof or of any other right on any later occasion.

14. Third party Rights

You may enforce these Terms in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 (the '**Act**'). Except as provided above, these Terms do not create any right enforceable by any person who is not a party to it under the Act, but do not affect any right or remedy that a third party has which exists or is available apart from that Act.

15. Law and Jurisdiction

All of these Terms are governed by English Law and any disputes arising in relation to these Terms and/or the Site are subject to the exclusive jurisdiction of the English Courts.

16. Definitions

In these Terms (except where the context otherwise requires) the following words shall have the following meanings:

Claims: means all demands, claims and liability (actual and consequential and direct and indirect and whether known and unknown, suspected and unsuspected, disclosed and undisclosed, criminal or civil, in contract, tort or otherwise for all Losses including any other expenses of any nature whatsoever.

Complaint: means any dissatisfaction expressed by, or any complaint made by, a Supported Person as against Frontline19 in connection with the provision of the Frontline19 Services.

Data Controller: as defined in the applicable Data Protection Legislation.

Data Protection Legislation: means, as applicable to either party:

- (a) the [General Data Protection Regulation 27 April 2016](#);
- (b) the [Data Protection Act 2018](#);
- (c) the [Privacy and Electronic Communications \(EC Directive\) Regulations 2003](#);
- (d) any other applicable law relating to the Processing, privacy and/or use of Personal Data, as applicable to either party;
- (e) any laws which implement any such laws; and,
- (f) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

GDPR: the [General Data Protection Regulation 2016](#).

Frontline Therapist: refers to the professional Volunteer who provides therapeutic sessions free of charge to a Supported Person.

Frontline19 Content: as referred to in Clause 10.

Frontline19 Services: refers to those services provided by Frontline19.

Frontline19 Volunteer Network: refers to the network of Volunteers who have registered with Frontline19 to provide their therapeutic services to one or more Supported Persons in accordance with their own contractual engagement documentation.

Intellectual Property Rights: refers to all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trademarks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.

Losses: means any claims, losses, demands, actions, third party claims, damages, costs (including court costs and legal fees), fines, liabilities, obligations, liens and expenses.

Personal Data: as defined in the Data Protection Legislation.

Processing: has the meaning given in applicable Data Protection Legislation from time to time (and related expressions, including **Process**, **Processed** and **Processes** shall be construed accordingly).

Sign-Up: as referred to in Clause 4.1.

Site: means a website owned and operated by Frontline19 including www.frontline19.com.

Supported Person: refers to the person who has undergone Sign-Up and registered on the Site to avail of the therapeutic services offered free of charge by a Volunteer.

Transparency Requirements: means the requirements to ensure that the Processing of Your Personal Data is fair and transparent, as set out in the Data Protection Legislation and as specifically referred to in the [Frontline19 Privacy Statement](#).

Volunteer: refers to the professional Frontline Therapist who provides therapeutic sessions free of charge to a Supported Person.