

<https://www.cari.org.uk> Terms and Conditions of Use and Service

www.cari.org.uk is owned and operated by the Maria Paviour Company Ltd (CN: 08649396) trading as Wellbeing with Cari® whose address is Office 5-7 Sussex Innovation Centre, University of Sussex, BN1 9SB

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Author/Revision by: Polly Pomfrey

About this document:

This document contains important information regarding using Cari® software and associated support services. Please read it in conjunction with our Privacy Policy. If you would like to discuss any of the terms please contact the team hello@mariapaviour.com

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1. Introduction

Access to and use of the website and any wellbeing support is provided on the following terms, and by using it you agree to these terms, which are to ensure that you are protected.

By using Cari® you agree to be bound by these terms, which shall take effect immediately on your first use of Cari®. If you do not agree to be bound by all of the following terms please do not access, use and/or contribute to Cari®.

Maria Paviour Company Ltd may change these terms from time to time and so you should check these terms regularly. Your continued use of Cari® will be deemed acceptance of the updated or amended terms. If you do not agree to the changes, you should cease using this website.

You agree to use Cari® only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of Cari®.

2. Your responsibilities

During the consultation you will be asked questions about your wellbeing relating to work. Please answer honestly. If you feel concerned about answering these questions on the internet, please contact us on 01273 934136 and we will make alternative arrangements.

Only the person to whom the link to Cari® was addressed can use the consultation. You are not permitted to transfer this to any other person.

Your wellbeing profile is a snap shot of how you feel right now – it **will** change. The profile IS NOT a personality assessment. It only shows feelings - and feelings change. How you feel right now may be different to how you will feel tomorrow or next week.

There are no right or wrong answers! Please give your instinctive, immediate responses.

If you are concerned after receiving your wellbeing profile please make sure you contact our helpline: 01273 934136 or your HR Dept.

We may ask you specific questions about your age, religion and other personal details. You do not have to answer these questions, however, please bear in mind that these questions are being asked only to get a picture of the entire group and will not be used to identify you in any way. They are asked in order to help us to improve levels of wellbeing. You will **never** be identified.

If more than 10 people participate in the Cari group, we will anonymise all data and collate it into an overall wellbeing profile – if you are taking part in Cari as an employee of an organisation, this provides your organisation with a wellbeing map, and will enable them to focus the right sort of support to make work better for everyone. If you are using the Cari for individuals service, we will use the anonymise data to publish research into the mental health and wellbeing of the population.

3. Our responsibilities to you

We will keep your information **strictly confidential**. If you are taking part in Cari as part of an organisation, even if we are asked for your data by your employer we are not permitted to provide it to them, or anyone else. Please see our privacy policy for more details on how we protect your data.

You may be offered additional NeuChem® Coaching Support:

Once you have completed your Cari® consultation, you will receive an email if you are entitled to additional coaching support. It will either offer you services such as Employee Assistance Programme (EAP) or it will contain a link to a list of our registered coaches, with direct links for you to book your coaching session with whichever you choose.

If you book a coaching session with one of our coaches, they will be given access to your profile to interpret the results with you during your session.

All coaches interpreting the Cari® profiles are registered with the Maria Paviour Company Ltd, having received training and satisfied the MPC Ltd to the correct standard, and qualified and been accredited in writing.

Only accredited and registered coaches may provide interpretation and post Cari® coaching. MPC Ltd cannot be liable for any actions, advice, recommendations or guidance offered by people who have NOT been accredited and registered. All MPC Ltd coaches carry appropriate insurance and work within their allowable sphere of practice. MPC coaches will refer any individual that they feel needs specialist help or support.

1. Employee Assistance Programme (EAP)

An EAP is a telephone service that provides support and advice to users. We will tell you if you have access to one of these through your employer, and we will give the contact details. We will also tell you if we think you may benefit from using this service, but the rest is up to you.

2. Confidential Coaching

If you are entitled to additional coaching from The Maria Paviour Company:

This is strictly confidential and can be carried out at a time convenient and suitable for you and it shall be intended to help you to set goals and focus your action on areas that may help your well-being at work or other aspects of your working life.

If you are taking part in Cari as part of an organisation, they **will not** be informed that you have been offered or are receiving additional coaching.

You coach will ask you to confirm that you have been offered this service and that you understand that:

1. It is strictly confidential
2. It is a coaching service and **it is not** counselling or any other form of therapy
3. You can choose if you want to take up this offer
4. This is not entered into your HR records

4. Confidentiality Policy

Date reviewed: March 2020

Author/Revised by: Maria Paviour

The Maria Paviour Company Ltd provides a number of different confidential one-to-one and group interventions.

1. All information held at The Maria Paviour Company Ltd about coaching clients is confidential, whether held electronically or in hard copy.
2. The company is registered with the Information Commissioners Office for the governance of data and as such complies with General Data Protection Regulation (GDPR) 2018.
3. All personal data held on computer system that is of a confidential nature (such as client coaching records or profiles) is security/password protected and/or held on a secure system.

With regards to individual coaching interventions including well-being at work or the commitment and resilience index (Cari®)

4. The discussion that is carried out between a “client”¹ and coach is confidential. All interviews and post interview de-briefs and coaching are confidential and between only the coach and the client.
5. The coach or interviewer will not reveal any of the content or outcomes from the coaching without express permission from the client, even if the “client organisation”² requests or demands such information. Anything that may be fed back to the client organisation must be first agreed with the coaching client.
6. Information that is fed back to the client organisation shall be anonymised or part of a set of data from a cohort of individuals; not less than 10. Where revelation of any data may potentially compromise the confidentiality/anonymity of a client this information will not be revealed.
7. During coaching clients are at liberty to discuss anything that is significant to them, as we see their entire life as a whole and coaching is a “whole person” process.
We consider all information about clients to be confidential; including the fact that they have attended a confidential coaching session.
8. All clients can expect that their personal information will not be disclosed without their permission; except in the most exceptional circumstances when disclosure is required when somebody is at grave risk of serious harm. If there is a need to disclose confidential information, the client will be informed in the first instance, providing this is feasible.
9. *If Disclosure is Necessary: In the first instance we would seek consent to disclose information. If this was not feasible or could put an individual in danger we would look to disclose without consent.* If a client or another person is at grave risk of serious harm, which disclosure to an appropriate person would prevent, the relevant professional can take advice from colleagues within The Maria Paviour Company Ltd, or from a professional/regulatory body, in order to decide whether disclosure without consent is justified, to protect the client or another person. If a decision is taken to disclose, the client should always be informed before disclosure is made, unless to do so could be dangerous. If at all possible, any such decisions should be shared with another

¹ Client is defined as any individual with whom one of our employees or associates carries out a one-one meeting to discuss confidential matters.

² A client organisation is defined as the company or business that has contracted for the coaching to be carried out. When a client organisation contracts coaching from us this does not give them the right to receive confidential information from The Maria Paviour Company Ltd about the coaching client.

member of The Maria Paviour Company Ltd team. Any decision to disclose information to protect health, safety or well-being will be based on the degree of current or potential harm only.

=====end=====

10th March 2020

5. Intellectual Property Rights

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The names, images and logos identifying the Maria Paviour Company Ltd and/or third parties are subject to copyright, design rights and trade marks of Maria Paviour Company Ltd and/or third parties. Nothing contained in these terms shall be construed as conferring any licence or right to use any trade mark, design right or copyright of Maria Paviour Company Ltd or any other third party.

Contributions

By completing a consultation with Cari[®], you agree to grant to the Maria Paviour Company Ltd, free of charge, permission to anonymously aggregate your response data with other respondents' data to output aggregate, anonymous statistics, and to create research papers and similar publications based on this anonymous data

If you do not want to grant the Maria Paviour Company Ltd the permission set out above in these terms, please contact the team hello@mariapaviour.com

6. Disclaimers and limitation of liability

Cari[®] content, including the information, images, pictures, logos and icons regarding or relating to Maria Paviour Company Ltd, its products and services (or to third party products and services), is provided "AS IS" and on an "AS AVAILABLE" basis. To the extent permitted by law, Maria Paviour Company Ltd excludes all representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. Maria Paviour Company Ltd does not guarantee the timeliness, completeness or performance of the website or any of the content. While we try to ensure that all content provided by Maria Paviour Company Ltd is correct at the time of publication no responsibility is accepted by or on behalf of Maria Paviour Company Ltd for any errors, omissions or inaccurate content on the website.

Nothing in these terms limits or excludes Maria Paviour Company Ltd's liability for death or personal injury caused by its proven negligence. Subject to the previous sentence, Maria Paviour Company Ltd shall not be liable for any of the following losses or damage (whether such damage or

losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of CARI® regardless of the form of action.

Maria Paviour Company Ltd do not warrant that functions available on Cari® will be uninterrupted or error free, that defects will be corrected, or that Cari® or the server that makes it available are free of viruses or bugs. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

7. General

If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive and continue to be binding and enforceable.

The failure or delay of Maria Paviour Company Ltd to exercise or enforce any right in these terms does not waive Maria Paviour Company Ltd's right to enforce that right.

These terms shall be governed by and interpreted in accordance with the laws of England and Wales which shall have exclusive jurisdiction over any disputes.