

Kensington
Square
Therapy

Kensington Square Therapy Ltd

Terms of Use

Version: 1.0

Policy Owner: Sam McManus (Director)

Approved by: Sam McManus, Director

Date Approved: February 2026

Next Review Date: February 2027

Review Cycle: Annual or sooner if statutory guidance changes

Controlled Document

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1. Purpose

This document sets out the terms and conditions governing the use of the website operated by Kensington Square Therapy Ltd (“KST”) at www.kensingtonsquaretherapy.co.uk.

By accessing or using the website, visitors agree to be bound by these Terms of Use. If a visitor does not agree with any part of these terms, they should discontinue use of the website immediately.

These terms exist to protect the rights of KST, its clients, and website visitors, and to set clear expectations regarding the information and services described on the website.

2. Scope

These Terms of Use apply to all pages, content, and functionality available at www.kensingtonsquaretherapy.co.uk and any associated subdomains.

They apply to all visitors, including parents, carers, school staff, prospective clients, existing clients, subcontracted therapists, and general members of the public.

These terms do not govern the provision of therapy services, which is subject to separate contractual arrangements including the KST Consent Form, school service agreements, and applicable professional codes of practice.

3. Definitions

KST: Kensington Square Therapy Ltd, a company registered in England and Wales (Company Number 16707111), trading from 23 Kensington Square, London W8 5HN.

Website: The website located at www.kensingtonsquaretherapy.co.uk, including all pages, content, and resources accessible via that domain.

Visitor: Any person who accesses or uses the website, regardless of whether they are a registered client of KST.

Content: All text, images, graphics, logos, documents, and other material published on the website.

Services: The therapy, counselling, wellbeing, and related services described on the website and delivered by KST.

4. Legal and Regulatory Framework

These Terms of Use are governed by and construed in accordance with the laws of England and Wales. Any disputes arising from or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

The following legislation and guidance are relevant to these terms:

- Consumer Rights Act 2015

- UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018
- Privacy and Electronic Communications Regulations 2003 (PECR)
- Copyright, Designs and Patents Act 1988
- Equality Act 2010
- Online Safety Act 2023
- Electronic Commerce (EC Directive) Regulations 2002

5. Roles and Responsibilities

KST Director (Sam McManus)

- Accountable for ensuring that website content is accurate, lawful, and consistent with KST's governance framework.
- Responsible for approving and reviewing these Terms of Use.

Website Administrator / Developer

- Responsible for maintaining the technical operation of the website in accordance with these terms.
- Implementing access controls, security measures, and content updates as directed by the Director.

Visitors

- Responsible for reading and complying with these Terms of Use before using the website.
- Responsible for the accuracy of any information submitted through the website (e.g. contact forms).

6. Operational Procedure

6.1 Access and Availability

KST aims to maintain the website in a functional and accessible state. However, KST does not warrant that the website will be available at all times or free from error, interruption, or security vulnerability.

KST reserves the right to withdraw, modify, or suspend the website or any part of its content at any time without prior notice and without liability.

6.2 Accuracy of Information

The content on the website is provided for general information purposes and to describe the services offered by KST. While KST takes reasonable steps to keep the information accurate and up to date, KST does not warrant or represent that the content is complete, accurate, or current at all times.

The website does not constitute medical, therapeutic, or clinical advice. No content on the website should be interpreted as a diagnosis, treatment recommendation, or substitute for professional consultation.

Visitors should not rely on website content as the sole basis for any decision relating to therapy, mental health, or wellbeing. KST recommends that visitors contact KST directly or consult a qualified professional for advice specific to their circumstances.

6.3 Intellectual Property

All content on the website, including but not limited to text, graphics, logos, images, page layout, and design, is the intellectual property of Kensington Square Therapy Ltd or its licensors and is protected by the Copyright, Designs and Patents Act 1988 and applicable international copyright laws.

Visitors may view and download content for personal, non-commercial use only. Reproduction, distribution, modification, or republication of any website content without the prior written consent of KST is prohibited.

The KST name, logo, and brand elements are proprietary to Kensington Square Therapy Ltd and may not be used without written permission.

6.4 Prohibited Uses

Visitors must not use the website:

- For any unlawful purpose or in violation of any applicable law or regulation.
- To transmit or upload any material that is defamatory, offensive, threatening, or harmful.
- To attempt to gain unauthorised access to any part of the website, its servers, or connected systems.
- To introduce viruses, malware, or other malicious code.
- To scrape, harvest, or extract data from the website by automated means without prior written consent.
- To impersonate any person or entity, or misrepresent an affiliation with any person or entity.
- To interfere with the proper functioning of the website or impose an unreasonable load on its infrastructure.

6.5 Third-Party Links

The website may contain links to external websites operated by third parties. KST does not control, endorse, or accept responsibility for the content, privacy practices, or availability of any third-party website.

Inclusion of a link does not imply endorsement or affiliation. Visitors follow third-party links at their own risk and should review the terms and privacy policies of any external website they visit.

6.6 Contact Forms and Enquiries

The website provides contact forms for visitors to submit enquiries. Information submitted through these forms is processed in accordance with the KST Privacy Notice and Data Protection Policy.

KST will use reasonable efforts to respond to enquiries promptly, but does not warrant a response within any specific timeframe. Submission of a contact form does not create a client relationship or contractual obligation.

Visitors must not submit sensitive personal information (including detailed medical histories, safeguarding disclosures, or information relating to third parties) through the website contact form. Such information should be communicated directly to KST via secure channels.

7. Safeguarding Considerations

The KST website may be accessed by children and young people, either directly or through parental devices. KST is committed to ensuring that no website content is inappropriate, harmful, or exploitative in relation to children.

The website does not collect personal data directly from children. Contact forms are intended for use by parents, carers, and professionals.

If a visitor becomes aware of any safeguarding concern relating to a child or young person, they should contact KST's Designated Safeguarding Lead (Sam McManus) at sam@kst.ltd or contact the relevant local authority children's services directly. The website contact form should not be used for urgent safeguarding disclosures.

8. Data Protection Considerations

KST processes personal data in accordance with UK GDPR and the Data Protection Act 2018. Full details of how KST collects, uses, stores, and protects personal data are set out in the KST Privacy Notice, available at www.kensingtonsquaretherapy.co.uk/privacy-policy.

The use of cookies and similar technologies on the website is governed by the KST Cookie Policy, available at www.kensingtonsquaretherapy.co.uk/cookie-policy.

By using the website, visitors acknowledge that limited personal data (such as IP addresses and browser information) may be collected through server logs and analytics tools, as described in the Privacy Notice and Cookie Policy.

9. Risk Management

Risk	Mitigation	Likelihood	Impact
Website content inaccurate or outdated	Annual content review; changes approved by Director prior to publication	Medium	Medium
Visitor relies on website content as clinical advice	Explicit disclaimer in Section 6.2; no diagnostic or treatment content published	Low	High
Intellectual property infringement by third parties	Copyright notice on all pages; terms prohibit reproduction; monitoring	Low	Medium
Unauthorised access or misuse of website	Prohibited uses defined; hosting provider security measures; monitoring	Low	High
Contact form used for inappropriate	Clear guidance in Section 6.6 and Section 7; DSL contact details	Low	High

Risk	Mitigation	Likelihood	Impact
safeguarding disclosure	provided separately		

10. Record Keeping

- **Terms of Use Versions:** All versions of these Terms of Use are retained in the KST document management system with version control.
- **Contact Form Submissions:** Enquiries received through the website are retained in accordance with the KST Data Protection Policy and Privacy Notice.
- **Website Change Log:** Material changes to website content are recorded by the Director.

Records are stored securely within Google Workspace with access restricted to the Director and authorised personnel.

11. Training Requirements

- **Director:** Awareness of website terms, intellectual property obligations, and consumer law requirements. Reviewed annually.
- **Website Administrator / Developer:** Understanding of technical requirements for website accessibility, security, and compliance with these terms. Reviewed following any website platform change.

Training completion is recorded in the KST Training Log maintained within Google Workspace.

12. Monitoring and Audit

- **Annual content review:** The Director reviews all website content for accuracy, currency, and compliance with these terms at least annually.
- **Terms of Use review:** These terms are reviewed annually or following any material change to the website, its functionality, or the legal framework.
- **Incident monitoring:** Any complaint, misuse, or legal query relating to the website is recorded and escalated to the Director.

Audit findings and actions are recorded and reported to the Director.

13. Limitation of Liability

To the fullest extent permitted by law, KST excludes all liability for any loss or damage arising from or in connection with the use of the website, including but not limited to:

- Loss of data, revenue, or anticipated savings.
- Indirect, consequential, or special loss of any kind.
- Loss arising from reliance on website content.

- Loss caused by viruses or other technologically harmful material resulting from use of the website.

Nothing in these terms excludes or limits KST's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

KST's total aggregate liability in respect of any claims arising from or in connection with the use of the website shall not exceed £100.

14. Review Cycle

These Terms of Use will be reviewed annually or sooner if:

- Statutory or regulatory guidance changes.
- The website is materially redesigned, migrated, or its functionality changes.
- A legal claim, complaint, or regulatory enquiry relates to the website or its content.
- The Director identifies a need for revision.

15. Related Policies

- KST Privacy Notice (v1.0-2025)
- KST Cookie Policy (v1.0-2026)
- KST Data Protection Policy (v1.0-2025)
- KST Safeguarding Policy
- KST Confidentiality Policy
- KST Complaints Procedure
- KST Data Breach Response Plan (v1.0-2026)

16. Governance Maturity Assessment

Current Maturity Level	Level 3 - Robust and Defensible
Target Maturity Level	Level 4 - Audit Ready
Actions to Reach Target	Integrate Terms of Use version tracking into governance tracker; add website content audit to annual compliance calendar; document review trail
12-Month Strengthening Target	Achieve Level 4 through documented annual website content audit, tested contact form procedures, and evidenced review cycle

17. Version Control

Version	Author	Approved By	Date Issued	Review Date	Summary of Changes
1.0	Sam McManus	Sam McManus	February 2026	February 2027	Initial release

End of Policy

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