Terms & Conditions

Privacy & Confidentiality

Attending counselling and psychotherapy can offer the freedom to talk and express what you may not be able to communicate elsewhere. This aligns with my respect for you and my valuing of your autonomy. There are, however, limits; this means I may break confidentiality in certain circumstances. These include:

1. If I believe there is a significant threat of harm to self or harm to another. This safeguards against harm to a child under 18, or a young person with a disability under the age of 24, and under the laws that protect children, confidentiality will need to be broken. This legislation is thoroughly outlined within the Children's Act (2004). I am also bound to disclose to appropriate authorities if hearing of money laundering, human trafficking and terrorism.

2. I also have an ethical and moral responsibility to attend regular Clinical Supervision. Meaning, that I work through our session with a trusted professional to ensure your best interest and my well-being. Discussion can include: exploration of my process alongside yours. A listening ear (to reduce vicarious trauma) and the exploration of ethical concerns and safeguarding.

3. The Crown Prosecution Service (CPS) has recently updated its policies to better enable those within court proceedings to access therapeutic support. Notes will only be shared with the police when agreed to by you, while only a judge can order notes via Subpoena.

Other than the exemptions detailed, I will not disclose your data outside of our relationship without your consent.

Risk of harm

It may also be identified that it's harmful for you to start therapy due to your situation. This could be due to present circumstances, limits to the number of sessions you are able to attend (inappropriate to your distress) or possible expectations on solely relying on counselling for a reduction in addictive substance use.

Record Keeping

Notes are kept relevant, accurate and not excessive. Records for developmental purposes are anonymised so that the client, couple, or group is non-identifiable.

Storage of Information

I alleviate the risk of the detrimental effects of a data breach by ensuring that all files are kept coded and password-protected. Your privacy and confidentiality are protected by a firewall and other security measures – see www.ico.org. Records are archived for 7 years and kept in an accessible file for 6 months after your last session. Artwork is stored confidentially. Any personal information is written as unidentifiable. Contact details and calendars are coded/unnamed. Under GDPR, you have the right to access electronic data as well as the right to disappear. You can request access to and removal of your notes; no one else can access them except under a court Subpoena.

Communication between sessions

Electronic communication is not without risk, so I communicate factually and functionally to mitigate errors and reduce misinterpretation of what may be communicated via text or email. I respond during

my working hours, which can include evenings and Saturdays. Other times, I will simply confirm receipt of your enquiry or message, prior to my full response.

Changes to scheduled sessions

At times, a change of session day or time may be necessary for both you and me; this can be arranged in collaboration and confirmed well in advance, verbally and/or via email. You may want to partake in further sessions, due to life events or the surfacing of difficult emotions. Conversely, you may want to take a break in counselling, returning when the time is better suited.

Cancellations and Payment

If cancellation is necessary, do please let me know. Email is the preferred means of communication. I appreciate as much notice as possible; I also endeavour to do the same if circumstances arise. If cancelled 24 hours before the session without exceptional circumstances, I do ask for 50% payment. I will invite you to pay the full cost of the session if the cancellation is in the second consecutive week. I am afraid I would need the full cost in order to hold the space - otherwise, I assume you no longer require sessions. The same applies to online sessions. There are distinctions to the above as I understand 'things can happen'. Payment is expected prior to the session, unless otherwise agreed.

Meeting outside of the room or session.

If perchance we happen to frequent the same venue or meet in passing, I expect to offer you dignified distance and privacy. I will not approach you; however, I will not ignore you if you approach me. We may belong to the same social media groups, or you may come across me on a social media platform, including LinkedIn. I will not accept any friend or connection requests during or after our client work. I value a non-dual relationship, one in which you are free to return to sessions when you choose.

Dual Relationships

I am afraid I cannot work with clients I know or with whom we share someone close to, as this can create a conflict of interest and impair both personal and professional relationships. If it is established that we have someone in common, then I will need to offer you a referral. Ending with couples or groups, I am unable to immediately work separately with one person. This is because I'd likely have formed an alliance with the other party, who has been significant in your process. Working singularly with 'one' will mean I am unable to return to working with you as a couple.

Referrals

It may be the case that you seek someone whose lived experience is similar to your own. The service you are seeking is not counselling, or it is not the appropriate type of counselling. I may recommend individual counselling to couples, and couples counselling to individuals; this will be a referral or signpost. A referral may also become necessary if a dual relationship becomes known.

Equality (equity) & Diversity

The British Association for Counselling and Psychotherapy BACP offers a collective understanding of ethical and professional practice. As an accredited member and a conscientious practitioner, I go beyond what is stated in the Equality Act (2010). This Act works to ensure equal treatment and protection from discrimination by protecting characteristics related to religion, belief, age, disability, gender reassignment, marriage or civil partnerships, pregnancy and maternity, race, sex, or sexual orientation; see Equality Act.

Online and Phone Therapy

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If you agree to work remotely, I will invite you to share your address, phone number, and emergency contact in case you are in danger and I need to call the fire, ambulance, or police. This information will be destroyed at the end of our sessions together. The is a cost of an ambulance transfer will need to be taken up with the NHS.

Regulations

My work is regulated by the ethical standards of good practice outlined by the BACP Ethical Framework, see - https://www.bacp.co.uk. I also comply with the General Data Protection Regulation GDPR the Data Protection Act (2018), see - https://www.gov.uk/data-protection. I am a registered member of the Information Commissioner's Office ICO - ZA480253. I hold up-to-date professional indemnity and professional treatment insurance, and an enhanced Disclosure and Barring Service (DBS). I have firewall active protection on my personal computer.

Information requested or disclosed

Our agreement requests only contact information and name. If you have a medical condition that is relevant for me to know, I will invite you to complete a form to be kept securely. This will include the location of any emergency medication (on your person). Your GP or medical professional's contact number, and an emergency contact. This sensitive information will be destroyed at the end of our sessions together. If no medical disclosure necessary, yet a medical situation occurs, I will call the emergency services. The cost of an ambulance transfer to the hospital will need to be taken up with the NHS.

Cancelling my agreement

This can occur on the discovery of a dual relationship. If you (or your partner) do not attend sessions after (uninformed) absence of two weeks (without exceptional circumstances) or sessions are unpaid. If there's violence towards me, or towards the other person you are in therapy with. Finally, if my ability to work has been significantly hindered by health or life events.

Your rights

You may request or remove any personal stored data and information in accordance to GDPR. You have the right to disappear. If you have a complaint, I hope that in the first instance you would be able to discuss this with myself or supervisor. If there is no resolution, then the BACP does have a complaints procedure.

I, the Client, declare that I have read this agreement with due care, and confirm agreement with the terms and conditions stated.

I, the therapist, confirm that all care and attention will be made to fulfil this agreement.