

Client Agreement

1. Parties

.....[Insert Full name]
of.....
.....[Insert Address] (“You”): and Sherylin

Thompson of Unit 68 Cannon Workshops, 3 Cannon Drive, Canary Wharf, London, E14 4AS

2. Introduction

2.1 These are the standard terms and conditions for the services that I provide. I am sorry they are not friendlier. I have done our best to tick all the necessary legal boxes whilst not taking away any unnecessary rights of service users. The following terms apply as the standard terms for all of my services.

2.2 The following is intended to form the terms and conditions of the agreement relating to your professional relationship between You and myself. If at any point either party believes that the other party might be in breach of this agreement, it is important that concerns are raised as soon as possible so that we can work together towards a resolution. I will take any complaints seriously. I recommend that you raise any complaint in the first instance directly with me.

3. Commencement Date

3.1 This agreement shall commence on(insert commencement date). The agreement may be terminated by either party at any time by giving to the other party at least one week’s notice.

4. The Services

4.1 The services that will be provided under this agreement include individual therapy, relationship counselling and/or Skype and online therapy (“the Services”).

5. Ethical Standards

5.1 I shall carry out my obligations towards you under this agreement in keeping with the ethical standards for therapeutic practice of the British Association for Counselling and Psychotherapy (BACP), United Kingdom Council for Psychotherapists (UKCP), the British Psychological Society (BPS) and the Health and Care Professions Council (“HCPC”). The relevant standards for therapeutic practice are available on the BACP, UKCP, BPS and HCPC websites.

6. Confidentiality

6.1 The confidentiality of information relating to You is of paramount concern to me. I fully comply with data protection legislation and therapeutic confidentiality guidelines. I share information on a need to know basis and strict guidelines are in place to ensure the information remains secure.

7. Data Protection Act 1998

7.1 I am committed to meeting the provision of the Data Protection Act 1998. I have a legal duty to keep information about you confidential. In summary, this means that:

a) I will ask for information about you so that you can receive proper care and treatment. Contact information, registration details, emergency contacts, and very brief notes on individual, couples’ and group sessions relating to You will be kept.

b) I keep this information securely with details of your care because it may be needed when I see you again.

c) I will normally only provide information about your therapy to your GP if you provide me with written consent. There may be situations in which I am required by our legal, regulatory or professional obligations to

inform your GP and/or other public bodies about certain matters, for example where there is a risk to life or physical harm to You or to a third party.

d) I support audit projects intended to evaluate the health of the nation and the quality of related care. I support ethically approved research projects which measure the long-term effectiveness of treatment. There will be a specific consent form for contribution to any research projects.

e) You may be receiving care from other people as well as myself. So that I can all work together for your benefit, I may need to share some information about you with those people.

f) The sharing of some types of very sensitive personal information is strictly controlled by law. Some pieces of information, for example religious beliefs and mental health, are termed “sensitive data” under the Data Protection Act. In general I do not record “sensitive data” unless it is directly relevant to your condition and its treatment. In such cases, I will ask your permission to hold this information. If I have to share this information with other to facilitate your treatment, I will ask your permission whenever reasonably practicable before disclosing this information to any other individual.

g) You have a right of access to your therapy records under the Access to Health Records Act as well as under the Data Protection Act 1998. For more information, you may like to consult the Information Commissioner’s website: www.ico.gov.uk

8. Access to Non-Therapeutic Information

8.1 Access to non-therapeutic information may be granted to others on a strictly confidential basis in the course of and for the purpose of efficient administration, for example audit, financial management and credit control and managing or improving our services. This access may be given to any person or organisation involved in billing, processing, payment or collection of accounts or the provision of credit referencing. In some instances I am obliged by law to disclose information for example where it will assist in investigations into fraud or other criminal offences, or if there is an issue relation to your own safety or another individual’s safety.

9. CCTV, Recordings and Supervision

9.1 The buildings where I operate from uses CCTV in some areas for security purposes only and areas monitored by CCTV are signposted.

9.2 Supervision is conducted in accordance with the BACP, UKCP and BPS guidelines for supervised client-work. This means that I may need to discuss your case with a senior psychologist or psychotherapist in the interest of your treatment. Your identifying details will remain anonymous.

9.3 As part of supervision, on-going professional training requirements, service evaluation or research, You may at the outset of the work be asked to consent to sessions being video and / or audio-recorded. You have the right to decline this request. Any recordings will be erased as soon as reasonably practicable after the purpose of the recording has been discharged in line with the requirements under the Data Protection Act 1998.

10. Retention, Storage and Destruction of Information

10.1 Information about You is stored in a confidential manner whether it is in manual or computerised form and it will be kept for the specific retention periods outlined by the relevant professional bodies. Destruction of data, either manual or digital is undertaken using documented procedures with an audit trail of activity and destruction.

11. Influence of alcohol or substances

11.1 If it is reasonably suspected that You are under the influence of alcohol or any illegal substances, You will be asked to leave and forfeit your session or course attendance that day. If this behaviour continues, it may lead to therapy being terminated or you being asked to leave the course.

12. Contact between sessions

12.1 In instances where You need to contact me between sessions, you can call 07940 516 806 or send an e-mail to sherylin@counsellingcanarywharf.co.uk. If I can't take your call, you may leave a voicemail message. All calls and messages will be responded to as soon as reasonably practicable as time permits between sessions within normal opening hours. I do not operate a crisis or emergency service. If you need to speak to someone immediately please contact your GP, the NHS Non-Emergency Number by dialling 111 or in the event of an emergency you may also call an ambulance on 999.

13. Use of my website online content (e.g. Blogs, Twitter, Facebook, LinkedIn)

13.1 The materials contained on my website and on my other online content are for general information only and should not be relied upon as legal, medical, therapeutic or other professional advice. I make no warranty as to whether the information is accurate or up to date. I do not accept any responsibility for any loss which may arise from accessing information that I puts either on its website or on any other online forum. I hereby exclude all liability for losses or damages that are direct or indirect arising from use of any online material relating to me including but not limited to my Ibsite.

13.2 Changes may be made to my online content, the content may be deleted and my online content may be removed at any time without notice.

14. Access of service online

14.1 I aim to make my website and online material and communication (e.g. e-mail, social media, and video calls such as Skype) as accessible to all service users. However, I cannot guarantee that the website or online services will always operate correctly, will necessarily be compatible with all clients' hardware and software, or will be secure over your internet connection. I will not be held responsible for any loss of data, damage to data, unlawful interception of data, viruses or interruption of access.

15. Dual Relationships

15.1.1 The therapeutic relationship is professional in nature and cannot extend into other spheres. In order to protect professional boundaries and ethics, it is not appropriate to engage in any other capacity outside of the therapeutic relationship. This helps ensure objectivity, clinical judgment and therapeutic effectiveness. For example, I will not accept any invitations via social networking sites nor accept invitations to client events.

16. Litigation

16.1 Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, personal injury, etc.), neither You nor your lawyer, nor anyone else acting on your behalf will call on me to testify in court or at any other proceedings, nor will a disclosure of the psychotherapy records be requested by You or provided to You.

17. Fees and payment

17.1 The rate for self-funded therapy is listed on the website (sessions usually last 50 minutes). Payment is required at the end of each session by cash or card; or before each session if you prefer to pay online via PayPal. Arrangements with Employee Assistance Programmes (EAP) and Health Insurance providers will be discussed on a case-by-case basis. You are also bound by any terms of business between You and your insurance or EAP company. I may be asked to agree separate terms of business and fees with your insurance company or EAP provider if your therapy is being funded by an insurance or EAP company. If for any reason, Your insurance company or EAP provider does not pay the fees for your treatment, I reserve the right to invoice you in respect of our fees which will be payable within 14 days from the date of our invoice. Please note that insurance companies, EAP providers, insurance brokers and other third parties involved in the process of paying your fees or processing your insurance claim may require us to disclose personal data relating to you in order to process your claim. You agree that I may disclose any required information to insurance companies, EAP providers, insurance brokers and other parties about You and Your treatment in order to enable your insurance claim to be processed. Fees for self-funding clients are revised annually in February of each year and You will be provided with written notice of any changes in the fees charged.

18. Initial sessions and ongoing agreement

18.1 The initial three sessions form part of your psychological assessment to explore the presenting issue and discuss how therapy might address it. No further obligation is assumed by either party as a result of attending these initial three sessions. After the three initial sessions, You may decide that You do not want to continue any further or the therapist may decide that the material You want to work on falls outside his/her areas of expertise and experience, in which case You will be referred to another professional (where reasonably practicable).

19. Sessions and cancellations

19.1 Sessions are 50 minutes in duration and the same day and time will be reserved for You each week, unless we agree otherwise. Since ongoing therapy involves the reservation of a time specifically for each client, a minimum of 24 hours' notice is required for re-scheduling or cancelling an appointment. Unless a different agreement is reached and confirmed in writing, the full fee will be charged for sessions that you do not attend or arrive at later than the start time without providing at least 24 hours' of notification of cancellation.

19.2 It is expected that the session will begin at the agreed time. Any session that begins after this time due to your late arrival for whatever reason cannot be extended beyond the agreed finish time. If you do not arrive or call me within 15 minutes of the agreed appointment, this will be considered a cancellation without the required 24 hour notice being provided and I may not be available for the remainder of the session. For a couples' therapy session, both individuals need to be present in order for the session to start.

19.3 If for any reason the therapist has to cancel a session, s/he will aim to provide you with 48 hours' notice where this is possible and you will not be charged for the session. The therapist will also give a minimum of 4 weeks' notice of any planned holiday dates when s/he will be unavailable where possible. You are required to provide at least 2 weeks' notice in relation to any holiday dates.

20. Regular reviews

20.1 Working towards the goals of therapy requires effort, active involvement and honesty on Your part. During the first session and throughout the work, I will discuss with You Your understanding of the problem, treatment plan, therapeutic objectives and Your view of the possible outcomes of treatment. Therapy requires You to recall and talk about events, feelings or thoughts which could give rise to unpleasant feelings and in extreme cases, physical symptoms such as insomnia. The therapist will regularly ask for your feedback, views on your therapy and its progress. It is important that you are as honest as you can be so that I can monitor and respond to any concerns you may have.

21. Ending therapy

21.1 Regular reviews of Your progress will help determine the duration of the therapy. During the initial assessment in the first three sessions and the first two sessions following that, the therapist will discuss with You whether You both believe that therapy with him/her will be of benefit to you. If you have requested video call (e.g. Skype) therapy, the assessment will include your suitability for this medium of therapy. I prefer to arrange face to face therapy sessions where this is reasonably practicable as these may be more effective. If at any point during the therapy sessions, I assess that I am not effective in helping you reach your therapeutic goals, I am obliged to discuss this with you, up to and including termination of treatment.

21.2 Therapy may need to be terminated if less than half of the weekly (or mutually agreed frequency) sessions are attended in any two-month period. Therapy requires an ongoing commitment to be effective and for ethical reasons, I cannot provide psychological services when I do not deem that they will be beneficial to You.

21.3 I reserve the right to terminate this agreement at any time in the event that in my opinion you are not likely to benefit from ongoing therapy sessions with myself. I may also terminate this Agreement by giving you one week's notice of termination.

21.3 You have the right to terminate therapy at any time and whatever the reason, I will always respect your decision. You are required to give at least one week's notice before terminating your therapy sessions in order to allow time in the final session to discuss your reasons, progress made and possible referrals for ongoing support.

22. Issues specific to Video-call (e.g. Skype) therapy

22.1 Should either You or I experience difficulties 'attending' a session because of technical reasons, we should both endeavour to let the other person know straight away by telephone and allow time to try to connect again or to have therapy via an ordinary phone call. In the event that you have paid for a session but are unable to attend the session at the agreed time, the full fee charged for the session will be retained and will not be refundable.

22.2 It is important for you to ensure that the environment you work and live in allows you the physical and emotional safety and privacy to express yourself freely in order for a beneficial video-call exchange to take place. It is Your responsibility to ensure that the video-call technology that You use is secure and that precautions are put in place in Your surroundings to safeguard confidentiality of information relating to You.

23. Entire Agreement

23.1 This agreement constitutes the entire agreement between the parties. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of myself which is not set out in this agreement.

24. Notices

24.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at the address for that party contained in this agreement or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

25. Severance

25.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

26. Waiver

26.1 A waiver of any right under this agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

27. Third parties

27.1 A person who is not a party to this agreement shall not have any rights to enforce its terms.

28. Variation

28.1 Except as set out in these terms, no variation of this agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by myself.

29. Dispute Resolution

29.1 The parties to this Agreement agree that prior to commencing any litigation arising from or in connection with this agreement, they shall enter into an alternative dispute resolution process for the purposes of resolving any disputes between them. This may initially involve an informal settlement meeting between You and I to attempt to resolve the matter. If any dispute arises in connection with this agreement and this is not resolved at an informal settlement meeting as aforementioned, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR notice**) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice. No party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by an unreasonable delay by reason of the failure of the other party. Nothing in this Agreement shall affect I's ability to commence litigation in respect of recovering any outstanding fees owed by You or any third party in respect of therapy sessions or other services without the need to engage in Alternative Dispute Resolution as described in this Agreement.

30. Governing law and Jurisdiction

30.1 This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

31. Acceptance

31.1 You agree that your continued use of the services of counselling psychologist, Sherylin Thompson, constitutes your approval and acceptance of the terms within this agreement.

These terms and conditions are an important tool in the event that you need any clarity about our contractual relationship. If you have any questions or if any of these terms are not clear, please contact me.

Client signature Date

Client full name (Block Capitals)

Therapist signature Date

Therapist full name (Block Capitals)