

Terms and Conditions of Practices

Welcome to my practice. This document contains essential information about my professional services and business policies. It provides privacy protections, rights about data protection and the legal guidelines for treatment, payment, and duty of care operations. Although these documents are long and sometimes complicated, it is vital that you fully understand them. When you sign this contract or acknowledge receipt and proceed with your therapy, it will also represent an agreement between us. We can discuss any questions you have at any time in the future.

1. Psychological and Therapeutic Services

Therapy is a relationship between two people who work in part because of each person's defined rights and responsibilities. As a client, (you) have individual rights and responsibilities that are important. There are also legal limitations to those reasons that you should be aware of.

Psychological services include a range of health services offering a wide range of therapy, treatment, education, and consultation. Services include working face-to-face or online (remotely), depending on your preferences and therapy selection. All services assume no responsibility for diagnosing or claim to cure. I practice using the integrative psycho-spiritual approach. I practice in building a relationship with you, the client, to support your emotional needs. I practice using the holistic approach, working with the body, feeling, mind and spirit.

2. Appointments & Cancellations

Appointments are ordinarily 50 minutes in duration, preferably once a week or fortnightly, at a time we agree on, although some sessions may be more or less frequently as needed. The coaching session is available at 90 minutes in duration at all times. The time scheduled for your appointment is assigned to you and you alone. Therefore, it is **your responsibility to make a note of your session appointment time and date**. This is part of your commitment to your therapy.

2.1 If you need to cancel or reschedule a session, I ask that you provide me **24 hours' notice of absences**. Suppose you miss an appointment without cancelling or cancel with less than 24-hour notice. In that case, my policy is to collect the amount of your co-payment [unless we both agree that you could not attend due to unexpected circumstances* beyond your control]; thus, you will be responsible for the payment fee of the missed appointment. If it is possible, I will try to find another time to reschedule the appointment. You are also responsible for coming to your session on time; if you are late, your selection will still need to end on time. It is for your benefit to ensure that you are on time. A missed appointment may delay progress to your desired goals. It is in your best interest that you attend the sessions as agreed.

*However, I understand that with exceptional circumstances, you may be unable to give notice. In case such a life-threatening case or unforeseeable situation, I am willing to discuss the conditions for the missed session. If you have any concerns and would like to talk in more details of your exceptional circumstances, please let me know.

2.2 Regarding lateness, it is politically acceptable to be occasionally late for an appointment. An adequate and reasonable lateness period is 10 minutes. However, your session will be limited to the allocated time. If you are more than 30 minutes late and still not showing or have not advised lateness, this is a chargeable missed session.

3. Professional fees

As with all professional services, fees are a way to value and honour that service, and it is your investment in your mental health and well-being as part of your Self-care.

The standard fee will be varied depending on the services, and it is always agreed upon. The session can be paid in advance or in a block at a discount, preferably by BACS or Paypal. Please ask me for further details.

Fees are non-negotiable and are subject to change at my discretion, but I will give you one month's notice of the changes. In addition to weekly appointments, my practice is to charge this amount on an hourly basis for other professional services that you may require, such as *report writing*,

telephone conversations that last longer than 15 minutes, and attendance at meetings or consultations you have requested are Administration.*

If you anticipate becoming involved in a court case, I recommend discussing this thoroughly before waiving your right to confidentiality. If your situation requires my participation, you will be expected to pay for the needed professional time, even if another party compels me to testify.

4. Payments

You are responsible for payment of each session – before the appointment date/time or at the time of the booking.

You are responsible for payment for the therapy session hour once I confirmed the appointment in writing. As stipulated in the Supply of Goods and Services Act 1982, you have agreed to purchase the therapy session hour in exchange; payment must be made at the time of purchases. If payment is not made in advance, **I reserve the right to cancel or terminate the session at any time, before or during the appointment.**

You also have the right to change your mind. If you booked the session and changed your mind, you may cancel the appointment within the suffice notice. A full refund is given if you cancel within the sufficient notice period if payment was made. **The suffice notice is 24 hours before the appointment date/time.** However, you cannot cancel the session with less than **24 hours of your booking.**

You can choose to make payments by Cash, Paypal or BACS transfer. I can process a credit card payment via Stripe. If you refuse to pay your debt, I reserve the right to use legal representation or collection agency to secure payment, of which there will be an *Administration fee of £25.00 added to the debt.

For BACS or bank transfer, please send the payment to Sort Code: 04-00-04, Account Number: 38582674. Account Name: Phatcharee Welling. Bank Name: Monzo, Broadwalk House, 5 Appold Street, London, EC2A, 2AG.

If payment is not made or delayed, you have up to a week to send the overdue fee. If payment is not made, **I reserve the right to request the unpaid payment by PayPal or Stripe using the email information you provided.**

5. About the Session

The session for therapeutic services will be **50 minutes** by appointment only. In the first session, I will be taking details of your history, lifestyle, and goals questionnaire, followed by a specific intervention and therapeutic plans to achieve your goal, which we will both agree.

My responsibilities are that the session duration does not spill over 50 minutes. Please respect the session etiquette and the time boundary. Please be sensitive to other clients and therapists within the clinic during your visit.

It is your responsibilities to note down your appointment date/time and keep this information safe. It is part of the service that you take ownership of your duties to note down the agreed session appointment, promotes empowerment, and self-responsibility to therapy. You will need to 'own' your responsibility within the therapeutic alliance.

It is also your responsibilities that you do not arrive at the session under the influences of drugs, alcohol, or substances. Then, it becomes my responsibility to cancel a particular session. Your session will still be chargeable.

6. Notice to Ending of Therapy

Within the therapeutic process, the ending is an integral part of the work. Ending in an inevitable process within any relationship, including the therapeutic relationship, can be challenging to bring up. It is part of my professional responsibilities to bring into the discussion and honour the process. However, you can bring up the issue of ending at any time.

It is a courtesy of any professionals to give notice in the service of another. The advice can be given, preferably **in writing or verbally**. It is advisable to provide a brief reason for termination to consider the notice for continual professional development to improve Patchouli Therapy services.

Notice to ending therapy can be given in the session as a discussion or in writing. As a practice, I required the following notices.

- In less than 12 sessions, notice can be given verbally and end immediately or as agreed upon.
- Between 13 – 50 sessions, notice can be given verbally or in writing within the session, with two additional sessions' as notice.
- For 50+ sessions, notice can be given verbally and/ or in writing, with four additional sessions' notice.

For a longer-term therapy of +80 sessions, each additional week is required for the number of years.

7. Insurance Claims

At present *Patchouli Therapy* do not take clients covered under health insurance. Insurance companies can refer to clients, but the therapy fees must be settled directly by you (the client) at the beginning or end of each session.

8. GDPR, Data Protection & Professional Record

Record keeping is essential to all businesses. This section of the data privacy policy is to comply with GDPR and explain why your information is collected, how it is used and how it is kept.

I keep appropriate records of the psychological services that I provide during our workings. During active therapy, your information and documents are securely kept safe. Then, the physical copies are destroyed, by shredding, within 14 days of the last session. Your record does not exist in a physical location after termination or ending. However, I keep brief records noting that you were here for Professional Supervision information and accounting purpose only. The information is entirely anonymous. Your diagnosis, topics we discussed, medical, social, historical, and records are kept on an electronic file for financial history. Then, the information is deleted. Except in unusual circumstances that involve danger to yourself, you have the right to an electronic copy of your file; this will incur an administration fee*, see section 4.

Your personal information that you have provided during therapy, such as your name, telephone number, home address and email etc., is collected as part of communication data for connection during our work. Any other information that you have provided during our meetings are part of the client's notes. Client notes provide a record of our meetings and meet my ethical requirements, as stated by my professional bodies and required by my insurers. This is a legitimate interest and provides a lawful basis of processing as defined by the General Data Protection Regulation (GDPR) under articles 6 (f) and 9(2)h.

I will only use your information to; keep a record of your needs in therapy and other relevant information about the progress, to discuss with you regarding your progress, and maintain accounting records for supervision.

Your information will never be sold, rent or send to any other third parties. **I do not share historical information with third parties for marketing purposes or recommendations.** I am the only person who has access to your personal information. I keep confidential all that you tell me other than sharing, with your identity kept confidential, with my supervisor. Supervision is an ethical requirement, and my supervisors also keep confidentiality. In exceptional circumstances where you let me know of an intention to hurt yourself or others, I may need to reconsider this. If at all possible, I would agree with any relaxation in confidentiality in advance. If I had cause to rely upon my professional liability insurance or for regulatory purposes, I might need to share some or all information with my insurers or regulators.

Because these are my professional records, they may be misinterpreted and upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request; this will also incur an administration fee.

Data protection and professional record-keeping is an integral part of security and my ethical working practice. I take the security of your personal information very seriously. I take all the necessary steps to keep your data safe. However, no system is 100% fail-proof. Therefore, I do not, and cannot, guarantee the security or accuracy of the information I gather. I cannot ensure that the electronic file storage system may not fail or that the data may not be corrupted due to hardware issues.

Your information is held as an electronic file on an external hardware device, protected by passwords, PINS and both are kept in separate locations. The device is used only for electronic files storage. The hardware is kept in a locked cabinet, and only I have access. Your physical file is shredded within 14 days of the end of therapy. Limited information may be held in iCloud, a proprietary 1&1 system whose servers may be located outside of the property within the UK. Your information is stored as a pdf file to prevent any alteration or tampering. But I do not and cannot guarantee the security or accuracy of the information I gather.

The electronic data is kept for a maximum of eight years after you have finished seeing me, as this is a requirement of my insurers. I may keep records of your therapy sessions and a treatment plan which includes goals in case of recurring services. These files are kept ensuring a direction to your sessions and continuity in service. Except for the limits to confidentiality discussed. Should you wish to have your records released, you are required to sign a release of information that specifies what detail is to be removed and to whom which will incur an administration fee*. Physical Files will be destroyed and shredded after 14 days on the day of the last session date. After six months of break-in therapy, Recurring clients must have a new assessment and notation record for evaluation. A review of your circumstance is necessary, as your situation may have changed.

9. Confidentiality

My policies about confidentiality and other information about your privacy rights are fully described in detail below in **Consent to Treatment Consultation**. Please remember that you may reopen the conversation at any time during our work together.

As a rule, I will disclose no information about you or the fact that you are my patient without your written consent. My formal **Private Practice Record** describes the services provided to you. It contains the dates of our sessions, your diagnosis, functional status, symptoms, prognosis and progress, and any psychological testing reports and assessments. Health care providers are legally allowed to use or disclose records or information for treatment, payment, and health care operations purposes.

However, I do not routinely disclose information in such circumstances. I will require your permission in advance, either through your consent at the onset of our relationship (by signing the consent form) or through your written authorisation at the time the need for disclosure arises. You may revoke your permission, in writing, at any time, by contacting me.

10. Parents & Minors

While privacy in therapy is crucial to successful progress, parental involvement can also be essential. It is my general policy **not to** provide treatment to a child under age 18. However, children 14 and older who have a strong preference for private therapy may be possible, with the parents or guardian's consent, may wish to have a therapeutic session with me. Parents or guardians may accompany the session briefly if requested and if all parties consented.

As a general rule, I have a duty of care to minors and parents who seek my services. Where possible, the minor will have privacy within the session, and their parents and guardian wait outside the therapy room. Contract, terms and agreement, including payments layout within this article, are contracted between the services (Patchouli Therapy counsellors) and the minor's parents or guardians.

However, the parents and guardians may request an update without confidential disclosure. An update can be provided in a separate session, with the child being present, for transparency. I could recommend another health professional or therapist within my network or signpost you to an organisation that may assist if required.

11. Contacting me

I may not be immediately available by telephone on **07976 355 705**. I do not answer my mobile phone when I am with clients, travelling or otherwise unavailable outside of the regular working hours. Generally, I do not answer mobile phone calls or emails outside of *Patchouli Therapy's* opening hours, and I cannot accept an emergency call.

You may leave a message on my confidential voice mail at these times, and I will respond as soon as possible, but it may take 24 hours for non-urgent matters. If you do not hear from me within 24 hours for any number of unforeseen reasons, or I am unable to reach you, and you feel you cannot wait for a return call. If you feel unable to keep yourself safe and in case of emergency, 1) contact (01628 951331), or 2) contact your local GP, or 3) call 111 and ask to speak to the mental health worker on call. I will make every attempt to inform you in advance of planned absences and provide you with the name and phone number of the mental health professional covering my practice.

12. Other Rights & Boundaries

During therapy, if you are unhappy with what is happening in the session, I hope you will discuss with me to respond to your concerns. I hope to address any issues sensitively. Such comments or grievances will be taken seriously and handled with care and respect.

You may also request that I refer you to another therapist and are free to end therapy at any time you feel uncomfortable. You have the right to considerate, safe and respectful care without discrimination regarding race, ethnicity, colour, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and my specific training and experience. You have the right to expect that I will not have social, casual or intimate relationships with you or with former clients. You have the right to expect that I will not have media social contact with clients or with former clients on any social networking websites. You have the right to expect that I will not engage with you when passing. If you acknowledge the encounter, you have the right to expect that I will not participate entirely with you about therapy outside of the therapy room. You have the right to expect that I will not call/visit you in any form of social event. Should we meet at an event social event, you have the right to expect that I will not engage with you and your parties directly. As I practice and live in Marlow, Buck area, I will not join you around Marlow, outside of the clinic.

During therapy: you have the right to expect that I will not engage or interact with you using social media sites for personal nature. You may follow me on social media sites (Facebook, LinkedIn, Twitter, etc.) for news, blogs, and my latest articles on *Patchouli Therapy* website services. However, please be aware that I may not follow you or accept you as a friend for personal nature. Please note that this is a professional, ethical boundary, and it is not a personal rejection.

You have a right to expect that during therapy, I will not be able to ethically see anyone connected to you in another form of therapeutic intervention unless you have correctly requested couple therapy at the beginning of the work. I will not be able to see your spouse/partner or any members of your family during your time with *Patchouli Therapy* for ethical reasons. You have the right to bring up the changes to your circumstances at any time, and you can discuss these terms and conditions with me. You have the right to change your mind at any time, providing that you give notice. I hope you can honour the advice to have your feedback on how I can improve the services for the future. I welcome your feedback at any time so that services during your therapy can meet your needs.

I have the right to discuss any changes to these terms and conditions with you at any time, and I will ensure to advise you of that notice in advance of any changes to therapy. Any alterations such as holiday, sickness, ending, or anything else, I will ensure that you are given the same required amount of notice as per section 6.

After therapy: you can expect that I may not engage or interact with you socially unless you initiated the interaction. After such time has passed in which it is appropriate and with no ethical and boundary issues. You can expect no other contact unless you agreed to disclose your email address for feedback and an occasional marketing campaign. This will be the only form of email interaction. You can expect that your records and other therapeutic notes are kept safe in a locked cupboard. See section 8. You have the rights to keep details of any requested documents for your information. You have

the rights to keep details of my contact for any future intervention and recommendations for your friends and family.

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Agreement to Confidentiality

I understand that it is the therapist's role to provide therapeutic services to feel better or improve my functioning. The therapist's role is not intended to gather information for any gain or to make judgments related to my situation.

By signing this agreement, I agree with the therapist's therapeutic services at *Patchouli Therapy*. I understand that this agreement is for the confidentiality of treatment as detailed within the above terms and conditions. I understand my rights and responsibilities, as mentioned above.

Consent to Treatment Consultation

I give consent to receive consultation services from **Patch Welling** of *Patchouli Therapy*. I consent and accept the policies condition set out in this agreement. I am entirely responsible for this decision, and I am not coerced or pressure into receiving the treatment consultation.

I understand that any therapeutic services or interventions can bring an instance or subtle shift in my emotional state, which sometimes can be painful. I acknowledge that my emotional states are my own, and I am responsible for my actions, behaviours, emotions, moods, and attitudes.

I understand that these consultations do/not constitute supervision and remain entirely responsible – ethically and legally – for the decisions I make in my case situations. My consultant will provide me with an opportunity to discuss cases and issues about which s/he may have some expertise, and s/he may help me consider options for responding.

I understand that before seeking consultation services, I have been recommended to discuss with my GP before commencing treatment. In case of necessity for my health and well-being, I understand that the therapist may need to contact my GP only for emergency. But s/he always ask for permission before doing so.

My doctor name and address details are:

I understand the potential limits of the confidentiality of this relationship. To the extent possible, my case presentations will provide no identifiable patient information in supervision. However, I understand that if I provide identifiable information about a situation regarding which my therapist has an ethical or legal obligation to report confidential information, s/he will inform me at the time.

(Name of Client — please print)

(Signature)

(Date)