

Terms & Conditions of Therapeutic Agreement

for in-person Hypnotherapy / Beauty & Holistic Therapy, & online Hypnotherapy.

BASIC TERMS AND CONDITIONS

The present therapeutic agreement is between you (the Client) and Josephine Blackburn (the Therapist).

The present therapeutic agreement abides by the GDPR legislation 2018. By commencing therapy, the Client (you) agrees to the following terms and conditions:

All new Clients are required to read and confirm the acceptance of the terms and conditions of this therapeutic agreement.

Confirmation can be provided in writing via consultation form or email.

If written confirmation is not provided for any reason, then by starting therapy (in-person and/or online) the Client automatically agrees to the term & conditions of this agreement.

The Client is required to respond in writing via email if s/he does not agree to the terms and conditions of this agreement.

Any appointments cancelled or rescheduled by the Client with less than 24hours notice will be charged in full to the Client. Failure to turn up for an appointment will result in the Client forfeiting the session if paid upfront or will be charged in full. *See section 3.*

The Therapist abides by adhere to their strict code of practice, ethics, standards, and the code of confidentiality of BABTAC, AFSFH, NCH, CNHC, and GDPR regulations. *See section 5.*

Identifying information, such as Client name, address, biographical details and other description of a client's life and his/her circumstances, will be kept private and stored safely. *See section 6.*

Contact outside appointments is encouraged mainly for re-scheduling appointments. If there is a crisis you can leave a message by email or text and the Therapist will reply to you as soon as they are available. If you require emergency support please contact your GP, NHS 111 online service or 999.

Josephine is a fully qualified Beauty and Holistic Therapist, Clinical Hypnotherapist and Psychotherapist, and holds a current enhanced DBS and works with teenagers, young people, parents/adults. Please note that when working with age 15 and under I require written parental consent before commencing, including when working Online.

I will treat you with respect and care at all times.

For detailed Terms and Conditions, please see below.

CLIENT TERMS AND CONDITIONS

Jurisdiction

These terms and conditions are governed by and interpreted in accordance with English law. This applies to in person and online sessions. In the event of any dispute arising in relation to these 'terms and conditions,' or any dispute arising in relation to the Therapist, whether in contract or otherwise, the English courts will have exclusive jurisdiction over such dispute.

Definitions

- The 'Therapist': Josephine Blackburn
- The 'Client': You
- 'Workplace': Mayburn, Ringstead Road, Great Addington, Northants, NN14 4BW.
- 'Therapy' and 'Therapy session' (in-person and/or online) is the time spent with the Therapist with the Clients chosen therapy.
- 'Presenting Issue(s)' or 'Problem' is what the Client wants to work on with the Therapist.
- The 'Goal' is the therapeutic goal created collaboratively with input from both the Client and the Therapist and is what the Client would like to achieve as the desired outcome in the chosen therapy.

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- The 'Desired Outcome' is the desired result of the work that the Therapist and the Client work towards achieving.
- The 'Session Time' in person or online depends on the treatment. The Therapist can give an estimate of how long the session will be.
- BABTAC (British Association of Beauty Therapy and Cosmetology) Insurance company.
- AfSFH (Association for Solution Focused Hypnotherapy), NCH (National Council Hypnotherapy), CNHC (Complementary & Natural Healthcare Council): Hypnotherapy associations the Therapist is a member of.

1. Formation of Agreement

- 1.1. Booking an appointment made by either through discussion between the Therapist and Client, via email or telephone correspondence, the Client, in accepting the appointment, accepts the following conditions for the appointment: The Client agrees to the Therapist contacting him/her via email or text message. Should the Client prefer that the Therapist only uses telephone contact, s/he must state this in writing via email or text.
- 1.2. The Therapist requires the Client to be truthful and work in the best interests of the agreement between the Therapist and the Client.
- 1.3. Before the first session, the Client agrees to provide the Therapist with all pre-session written work such as questionnaires, and medical history forms if applicable, within the requested timeframe 48 hours prior to the booked session.
- 1.4. Lateness: The Client is paying for the agreed time with the Therapist and at the agreed location (physical or online). It is the Client's responsibility to attend the session on time. If, however this is due to an emergency or unforeseen circumstances out of the Client's immediate control, an extension of the agreed time or rescheduling the session may be offered.
- 1.5. The Therapist is not required to go beyond the arranged session finishing time due to subsequent Client appointments. The session will be terminated at the end of the arranged time even if the Client has not reached his/her desired outcome.
- 1.6. The Therapist requests that the Client doesn't arrive more than 5 minutes before their session, to preserve confidentiality of the Client, other clients, and the Therapist's family members.
- 1.7. The Therapist will use reasonable care and skill in providing the service that the Client chooses. Clients are different and so is every therapy session. There are no guarantees of successful outcomes.
- 1.8. For Hypnotherapy sessions, it is not the responsibility of the Therapist to achieve the desired outcome for the Client. The desired outcome as an achievement of the goal(s) cannot be guaranteed or promised to the Client by the Therapist. It would be unethical to provide a guarantee for a client's treatment of therapy.
- 1.9. If the Client is not satisfied with the therapy's outcome, there is no refund. The Therapist does not accept any liability in relation to the therapy and modalities used in session.
- 1.10. The Therapist will occasionally send the Client email information solely based on her business only, never a third party, of which you can unsubscribe to at any time.
- 1.11. For certain treatments needing patch testing, this legal requirement must be carried out by the Therapist a minimum of 24 hours prior to the booking. A document will be signed and kept with the Client's records.
- 1.12. The Therapist requires the Client to attend sessions free from the effects/influence of alcohol and drugs.

2. Pricing, Payment, and methods of Payment

- 2.1 The fee for Hypnotherapy, Beauty or Holistic sessions, in person or online, is stated on the current pricelist, unless otherwise agreed.
- 2.2 For Hypnotherapy there is a 30 minute free of charge consultation, either in person, phone call, or online, to discuss the Client's needs.

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- 2.3. Payment can be in the form of cash at the session, via a bank transfer, - bank details will be given at the booking of the session, a payment link can be requested, or cheques are accepted- name and address written on the back of the cheque.
- 2.4. It is at the Therapists discretion whether to accept late payment. Payment should be made to the Therapist ideally at the session or within the same day.
- 2.5. Clients must be current with payments before attending a new session.

3. Cancellation Policy

- 3.1. Cancellations of the Mind Reboot program which has been paid in full before we begin, can be done via email, or text by the Client, with a minimum of four days before the first session, for a refund in full. Four days is exactly four days hours prior to the arranged time – e.g., an appointment arranged for 2pm Monday must be cancelled by 2pm the Thursday before.
- 3.2. The Mind Reboot program is a set 7 sessions, specifically designed to be followed fully. The Client is paying for 6 sessions with the 7th session free. Should the Client need to suspend session's part way, this needs to be in writing and emailed to the Therapist with reasons why. Depending on the circumstances, the client has 6 months to complete the sessions otherwise remaining payment will be forfeited.
- 3.3. Any appointments cancelled or rescheduled by the Client with less than 24hours notice may be charged in full to the Client. Contact the Therapist by text or email. This applies under any circumstances including emergencies, illness, or any situations that are out of the Client's control, and at the Therapists discretion.
- 3.4. Failure to turn up for an appointment without notifying the Therapist will result in the Client forfeiting the session if paid upfront or will be charged in full. This applies under any circumstances including emergencies, illness, or any situations that are out of the Client's control and at the Therapists discretion.
- 3.5. For online Hypnotherapy sessions, the Therapist is responsible for her internet connection during these sessions. The Client is responsible for their internet connection. Should either the Therapists or the Client's connection fail, and timely reconnection is not possible, the Therapist will message with an alternative session wherever possible, and the time carried forward.

4. Refunds

- 4.1. The Client is expected to pay in full for any cancelled or missed appointment with less than 24hours notice.
- 4.2. The Therapist will not terminate the session before its agreed time is up. However, if the Client desires to finish a session earlier than the agreed time, a refund for the remaining time of the session will not be given. Treatments will be paid in full.
- 4.3. With Hypnotherapy, the Therapist can only offer an estimate of the duration of therapy based on her clinical experience. This, however, is only an estimate and therapy can be extended or terminated based on the Client's needs and treatment's progress.
- 4.4. Sometimes a Hypnotherapy Client requires more time or less time than expected and this can only become known after therapy has started. If the Client is in any doubt at any point or has any questions relating to the agreed duration of therapy, the Client must raise the appropriate questions with the Therapist during an agreed therapy session.
- 4.5. The Therapist reserves the right to terminate a session without a refund if it is considered that the Client is a personal risk to her or anyone else in the Workplace. The appropriate services will also be alerted in all cases of violence or personal threats.
- 4.6. Personal threats, verbal or physical abuse and vandalism will not be tolerated, and the session will be immediately terminated. Subsequently, no refund or any monies will be given for the remaining time of the booked session.

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- 4.7. Although the agreed Hypnotherapy session time is an hour, the Therapist reserves the right to terminate the session if the Therapy is not considered in the best interest of the Client. The Therapist reserves the right not to disclose the reason for the session's termination. In these circumstances, no refund will be given.
- 4.8. When booking online Hypnotherapy from outside the UK, the appointment time and further communication regarding the appointment are in the time zone of the Therapist's current location. If the Client has booked in the wrong time zone, the Therapist cannot be responsible for the error. This will be counted as a missed session and payable by the Client.

5. Confidentiality, Health and Safety

- 5.1. The Therapist is an accredited member of BABTAC, AfSFH, NCH, CNHC and adheres to their ethical framework and guidelines to ensure that the Client receives professional and competent service.
- 5.2. Confidentiality is agreed between the Client and the Therapist. The Client is entitled to expect that the information they give to the Therapist about themselves, and others will remain confidential. The Therapist reserves the right not to disclose to any third party any information related to therapy sessions. This applies to all circumstances even at the request of the Client. Information can be disclosed only if it is required by law.
- 5.3. In line with UK law and the Therapist's ethical codes of BABTAC, AfSFH, NCH, CNHC, the Therapist reserves the right to break confidentiality and disclose session information notes, to any relevant third parties (e.g., GP, police, social services, legal services, emergency services) if in his/her clinical opinion the Client's safety is a risk to her/himself or to others or is at risk from others. The Therapist reserves the right to break confidentiality and disclose session information to child protection services if in his/her clinical opinion there is physical or sexual abuse or neglect of any person under 18 years of age. Similarly, the Therapist reserves the right to break confidentiality and disclose session information, if s/he believes that an elderly person or disabled person is being abused or neglected, to the appropriate state agency that handles abuse to elderly or disabled persons. Finally, the Therapist reserves the right to break confidentiality and disclose session information to authorities if the Client discloses any involvement with terrorism and money laundering whether it is related to drug trafficking or any other serious crime.
- 5.4. If the Therapist decides a confidentiality breach is necessary, she will endeavour to discuss this matter with the Client and any recommendations will be documented. If this discussion is not possible due to any limitations or unforeseen circumstances (e.g., time limitations, urgency of the matter, availability, illness), the Therapist may have to proceed with the breach of confidentiality without prior notice to the Client.
- 5.5. The Client's personal information in any session material is confidential and kept securely. However, in line with the Therapist's professional accrediting bodies, the Therapist is expected to be in regular clinical supervision to ensure high quality of psychological services. Therefore, some information will be shared with the Therapist's clinical supervisor and/or outside clinical sources who are also accredited with a professional body and abide by the ethical framework and guidelines of the profession. No personal identifiable information will be used to discuss the Client with regards to the material that would be shared. However, discussion topics from the therapy sessions will be used in order to ensure that the Therapist is getting and giving the best assistance possible. The person(s) with whom the Therapist discuss Clients' cases are legally bound to keep information confidential.
- 5.6. Any material produced in the session (e.g., video/audio recordings, session notes, written homework, and psychoeducational material) is the Therapist's intellectual property and copyright.
- 5.7. The Therapist also requires confidentiality of the Client at all times. It is not permissible for the Client to disclose any written, recorded, or distributed correspondence/material related to the session, pre-session, or post-session.

- 5.8. The correspondence and all therapy material shared between the Client and the Therapist is to be used only by the Client. All written and verbal communication is issued and intended according to the Client's individual treatment plan. If the Client shares any recorded or written material that was intended for his/her exclusive use, the Therapist accepts no responsibility for the material's effecting use on any third parties. Therefore, copying, reproducing, or displaying this information publicly or electronically is not permitted.
- 5.9. The Client under no circumstances is permitted to record (video, audio, or written notes) the session (on the phone or any other device) unless the Therapist has issued consent in writing.
- 5.10. All relating correspondence (verbal or in writing) such as by phone, email or online software is strictly for use of the Client and the Therapist. Information can be disclosed only if it is required by law.

6. Handling, Collection, Storage, and usage of Data

- 6.1. The lawful basis for the Therapist holding and using the Client's information is in relation to the delivery of a contract to the Client as a health care professional. As an accredited member of BABTAC, AFSFH, NCH, CNHC, the Therapist operates under a strict code of confidentiality.
- 6.2. Upon starting therapy, the Client's basic personal information will be collected for contact and identification reasons. These include the Client's full name, date of birth, next of kin, address, GP details, and Medical History. If any of the Client's contact, GP information, or Medical History change during therapy, the Clients should inform the Therapist in writing providing the new information. The update form will be required to be signed during the session.
- 6.3. Information is kept securely and confidentially in line with the data retention policy as stated above. Client's name, phone number, and email address are entered in the Therapists mobile phone for ease of access. There is no identification to show the Client is a client. The mobile phone is secured with facial recognition and password and for the Therapists sole use.
- 6.4. Session notes, medical history, and personal details of the Client are kept in paper form. Any paper notes are kept in a secure, locked filing cabinet and stored within a secure room in the Therapists private home.
- 6.5. The Client's information is kept for a period of six years following the end of therapy to comply with any obligations that are placed upon the Therapist by her insurers and her accrediting bodies. After this time documents will be destroyed by the Therapist, and contact details deleted from her mobile phone.
- 6.6. Any email communications between the Therapist and the Client, including the return of signed documents, will be deleted off the Therapists computer once printed out on paper. The laptop is secured with passwords and for the Therapists use only.

7. Clients' Rights

- 7.1. The Client has the right to access the clinical notes.
- 7.2. The Client has the right to request a copy of the clinical notes that the Therapist holds about her/him. If the Client would like a copy of some or all of his/hers clinical notes, then the Client must email or write to the Therapist via email jo@mayburn.plus.com Information will be provided to the Client within 30 days.

8. Reviews and ending Therapy

- 8.1. The Client and the Therapist will review sessions regularly depending on the Client's demand or as the Therapist finds this appropriate.

- 8.2. If the Therapist considers the Client's needs are beyond the limits of her competence, the Therapist reserves the right to terminate the therapeutic contract. The Therapist will discuss this with the Client in the session and further recommendations may be provided.
- 8.3. If the Therapist decides to end the therapeutic agreement with the Client due to unforeseen circumstances, she reserves the right not to disclose the reason for this decision. However, the Therapist will endeavour to give a month's notice.
- **9. Complaints**
- 9.1. The Therapist hopes to meet the highest quality of standards when carrying out treatments and processing personal and sensitive data. Complaints can help identify areas for improvement and therefore the Therapist would welcome you raising any concerns you have to jo@mayburn.plus.com.
- 9.2. In the event that the Therapist cannot resolve your complaint to your satisfaction you can contact the Information Commissioners Office on 0303 123 1113

Informed Consent

By commencing therapy (in-person and/or online), I (the Client) acknowledge that I have read the information above, and I agree with the terms and conditions of this agreement.