
Therapy Agreement

This document is used to inform you of our terms and conditions and serves as a contract between us. If you have any questions or concerns, please do not hesitate to contact me. This form is followed by several appendices depending on your individual needs or circumstances. Please advise if you require further copies of pages.

A. INTRODUCTION TO THERAPY

My Approach

My practice is humanistic counselling. I exercise reasonable skill and care in the services I provide and incorporate a range of techniques from my training and experience.

My aim is to support you to explore areas in your life that are causing concern or distress.

I encourage you to always exercise your own independent judgement in relation to resources available on my website. Please note that I am not connected or affiliated with these resources in any way and provide them as a starting point for you to follow your own interest into therapy modalities. As such, I cannot accept liability for anything arising from or in connection with these sources or materials.

Benefits of Counselling and Psychotherapy

Some of the benefits of therapy can be personal insight and a greater sense of peace and happiness. It can lead to improved relationships, career choices and personal growth.

Although no guarantees can be made as to the outcomes of your therapy, I will support you to the best of my ability in developing and implementing a beneficial treatment plan.

Goals

During our first conversation/session, I will ask what brought you to therapy and if you have any goals you would like to work towards.

We will regularly take time to discuss whether you are progressing in a way you are comfortable with and make changes to your treatment plan to fit your needs.

Challenges/Limitations

Some limitations or challenges that clients come across in terms of what they expect to achieve from therapy are that counselling will solve all their problems. Unfortunately, this is not guaranteed.

I encourage you to process your discomfort in therapy, and if you would prefer to try another practitioner or type of therapy, I may offer to support you in finding the right match.

Outcomes

It is possible that progress may not occur in the way or at the speed you had hoped for. I cannot make any promises or guarantees as to the progress or outcomes of treatment, goal achievement, recovery or change, however, I will support you to the best of my ability in developing and implementing a beneficial treatment plan. I will define and work towards your goals as best I can and review them regularly.

Interruption to Treatment

There may be situations beyond my control that prevent me from being able to provide therapy as planned and agreed in this document. Some examples might be interruption to internet connection, travel delays, strikes, natural disaster or other causes outside of reasonable control.

I will try to contact you as soon as an interruption or delay becomes apparent and provide updates and alternatives. This may include offering an online or telephone appointment instead of an in-person session or providing alternative appointment times or locations.

Ending & Referral

There may be situations in which we are no longer able to continue working together. Reasons may include parental leave, retirement, illness, travel or we may realise that another practitioner would be more helpful to you.

Where possible, I will give you 30 days' written notice and discuss with you in session. In the case of referral, I will endeavour to find another therapist with appropriate expertise and experience to support you, and with your permission can provide a report to them for the purposes of providing continuity of care.

Guidelines

I encourage you to consider what you would like to talk about prior to each session and to redirect me if you feel I am not addressing those concerns.

I recommend making time before and after each appointment to prepare for and process the session without rushing back into busy activity and interaction.

Please avoid alcohol and drugs prior to each session. You are welcome to bring food and drinks into session.

B. CONFIDENTIALITY & PRIVACY

Everything we discuss verbally and in writing is confidential. You are under no obligation to discuss anything you do not wish to with me. I assume that all information shared with me is truthful and honest to the best of your ability at the time of the session.

Please refer to our Privacy Notice/ GDPR which will be emailed prior to our first session for full details on how your personal data is collected, stored, processed and destroyed. I will not disclose your personal information to anyone else except in accordance with the Privacy Notice or applicable law.

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| 1. I may consult with other professionals involved in your treatment only with your explicit signed consent. |
| 2. If I believe you or another person is at risk of being harmed e.g. if I am concerned that you are in serious danger of attempting or completing suicide, in imminent danger or temporarily unable to take responsibility for your actions, I would advise the relevant emergency authorities and/or your doctor and/or your nominated emergency contact. Any decision to break confidentiality would not be taken lightly. I will usually consult with a colleague, the clinical supervisor and where possible, advise you as well. You have an ethical and legal right to know the importance of and/or see what is being said about you if you wish and we will make every effort to include you in the process except in circumstances where it would harm you or others to inform you (e.g. child protection situations, mental incapacity, terrorism). |

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| <p>3. I may discuss our work in a general way with the clinical supervisor and supervision group in order to maintain high standards of practice. I will never use names or personally identifiable details.</p> |
| <p>4. I actively participate in forums, relevant online groups and other opportunities to collaborate and consult with other professionals in order to further my training and skill set. I do not share names or identifying details.</p> |
| <p>5. Your name may be contained in financial records and my online diary. It is possible that third parties may have access to those records, for example, an accountant, tax adviser, legal adviser or administrative assistant. They are bound by substantially the same data protection requirements and we have contracts protecting personal data in place with them.</p> |
| <p>6. I may share your personal data if we are under a duty to disclose in order to comply with any civil or legal obligation, or in order to enforce or apply our terms and conditions e.g. for the purposes of fraud protection and credit risk reduction or to pursue unpaid fees.</p> |
| <p>7. I may be required to disclose some of your personal data to your health insurance company. For instance, if I invoice your health insurance company directly in respect of your treatment, I may be required to provide certain information including your Contact Information, appointment and attendance dates, progress notices and the applicable consultation or treatment fee.</p> |
| <p>8. If an accident, illness or passing prevents Dom Phillips from being able to contact you, I have nominated a trusted colleague who will be able to access the therapist client list and contact you if necessary. I have documented the procedure to follow in a clinical will and you will be provided with necessary referrals. They will destroy personal and sensitive data and archive clinical notes safely at the appropriate time in line with GDPR requirements.</p> |
| <p>9. In the United Kingdom there is no legal protection of confidentiality in the event of a client's passing. I will, however, aim to keep confidentiality as much as possible except in legal situations where I am not able to.</p> |

Correspondence

Please refer to my Privacy Notice/GDPR for full details about how your data is collected, stored, processed and erased. Ongoing updates to privacy policies are accessible at available on request.

Risk to Confidentiality

My relationship is strictly professional. In order to preserve this relationship, it is imperative that there is no relationship outside of the counselling relationship (e.g. social, business, or friendship).

If we were to come across each other outside of the therapy room or in a different context, I will protect your confidentiality by simply nodding and smiling at you. If you were to approach me, your confidentiality could be at risk e.g. anyone accompanying us may guess that you are a client.

Recordings

Recordings of any kind are not permitted in the session by either party. You are welcome to take notes.

Sharing or copying of my paperwork, worksheets and content of emails is not permitted without our explicit permission. This is to protect your privacy and the integrity of my work.

Clinical Notes

I do not take notes in sessions.

I will take a note of any further action we agree, such as homework tasks or documents that should be sent to you. After each session I make brief handwritten notes stored in a locked filing cabinet in a locked room.

Contact details are kept separately from clinical notes so that in the event of loss or malicious damage outside of my control, the notes cannot be used to identify clients. When I transport my notes between a school and home, they are in a padlocked bag, stored without names included and all devices are password protected.

Your clinical and financial data and any correspondence relating to your treatment will be stored securely in accordance with the Privacy Notice/GDPR, unless you explicitly agree otherwise or there is a legal reason for me to continue storing it.

Social Media

You are welcome to follow me on Facebook via my professional page facebook/domphillipscounselling where I occasionally post links to articles and news about my practice. This is not a substitute for therapy and anything I post is more informational purposes only.

If you comment on a post or contact me through social media, your confidentiality may be at risk and other users may guess that you are a client. Contact through these platforms is not secure and I do not monitor my messaging services through these platforms. I am not liable if someone identifies you as a client as a result of contact through social media.

I cannot accept friend requests from past or current clients in order to protect your privacy and avoid compromising our work together. I do not communicate with clients via messenger as it is not a secure method of communication.

I do not accept clients who are members of the same online groups we are active in because this would create a dual relationship which may not be in your best interest.

I will not follow you back, acknowledge comments or reply to messages via social media platforms in order to protect your privacy. I will not look you up on the internet, view any of your online profiles or activity or attempt to communicate with you via social media. If you would like my input regarding your online activities, we recommend that you bring your concerns to our sessions where we can review them together.

If you would like to provide feedback to me directly via email, I would welcome it. Only with your explicit permission will I publish the feedback as a testimonial, anonymously. You have the right to refuse. If you have any complaints, I encourage you to bring them to our sessions so we can attempt to resolve the issue and support you.

If you use location-based services or GPS tracking enabled on your phone, it is possible that others may guess that you are a client or at least in therapy. I am not liable if someone identifies you as a client as a result of this.

Telephone/SMS/WhatsApp

I will usually only be in contact between sessions regarding scheduling-related issues or if we specifically agree an email/telephone call in advance as part of your treatment plan. You may contact me by telephone, text or WhatsApp between sessions.

My emails and voicemail messages are checked several times per day, and I will endeavour to respond to your message within 5 hours. I am not generally available in the evening from between 9pm and 7am.

I am not able to provide an emergency support service. If you have an emergency, please call 999, your local emergency services or go to the nearest Accident & Emergency department.

I will not leave you a telephone message, send a text or email other than for scheduling purposes or to follow up on something we discuss together. I will not send sensitive information via email or SMS due to the risk of confidentiality breach. Please note that email and SMS are not secure forms of communication and can be intercepted and devices can be stolen or lost. I encourage you to password protect your devices.

There is a risk of confidentiality being broken or data being intercepted by internet service providers or hackers. Please consider who has access to your computer or device. You are responsible for securing your computer hardware and any other devices you may use for sessions or synchronise with, your internet access points, email and passwords. I will not be liable for any breach of confidentiality or data protection arising from the action of third parties or a lack of security in your devices or location.

Please refer to our Privacy Notice/GDPR for further details.

C. DESCRIPTION OF SERVICES

Initial session 50 mins charged at £40.

This is a chance to meet and answer any questions you might have. There is no commitment to enter therapy with me. You are welcome to check in and use this introductory appointment to have a chat about what might be helpful for you. The most important thing is that you find a therapist you like and feel comfortable with.

During this initial session, I have time to start building a picture of your history and current situation. I will ask you about what you are looking for, what changes you would like to make and how we can work towards that by developing a comprehensive plan to support your mental, emotional and physical health.

I will also take time to go through my consent and privacy paperwork unless you have already completed it. I will be happy to answer any questions you may have.

Ongoing Counselling Appointments 60 mins charged at £50.

We will usually meet once a week for sessions of 60 minutes. The frequency of our appointments can be discussed in our first session. In the final ten minutes, we will wind down and schedule our next appointment.

Final Session: 60 mins charged at £50.

At some point you may feel like taking a break or conclude treatment.

I request at least one week's notice in order to arrange a concluding session to review and end our work.

D. SCHEDULING

You may schedule, reschedule or cancel appointments via SMS/WhatsApp/telephone.

Availability

I specifically limit the number of clients I accept in order to provide consistent availability and high standards of practice. I will usually discuss availability the first time we meet, and you may choose a recurring appointment time.

If you do not find an appointment time that is possible for you, we shall discuss to see if we can find another mutually convenient time.

Holidays/Training/Seminars

Where possible, I will give at least two-week notice of holidays.

Making an Appointment

If you would like to schedule or rearrange an appointment, please contact 07734 113556 (call or SMS) to find a convenient time.

You will receive an appointment confirmation, and reminder via SMS.

If you have any questions or cannot find a convenient time, please contact me to see if we can find an alternative time to meet.

Cancellation policy

You can rearrange or cancel appointments up to 48 hours without incurring any fee before the appointment time.

If you are unable to give 48 hours' notice or miss the session without giving notice, payment will be retained except in the case of unpredictable and serious personal emergencies. I will always try to offer another appointment if you must cancel at short notice, but if we are unable to find another mutually convenient time in the same week, the full fee will be payable.

If you are unable to visit the counselling room, for example due to travel or weather conditions, I will be available for an online session but unable to cancel the appointment.

If I am unable to attend the session, I will advise you by SMS/WhatsApp at the earliest opportunity. No fee will be payable in this circumstance. If you completed payment at the time of booking, I would transfer the payment to the next session.

Lateness

If you are running late, please advise me by telephone SMS, WhatsApp. If I hear that you are on your way, I will remain available for the duration of your appointment and we will finish at the expected time. If I do not hear from you, I will send you an SMS and remain available for 15 mins minutes. You will be charged for any sessions you miss without 48 hours' notice.

Frequency of Appointments

We will usually meet once per week depending on your needs and availability.

If you do not book a follow up session, I will send a courtesy SMS/WhatsApp to check in with you, and if you wish, will add you to any waiting list I may have at that time.

Duration of Counselling

I recommend a commitment of 6 sessions to begin our work together.

Following this initial commitment, I may take some time to assess whether our work is moving in the direction you would like and either agree a specific time frame or ongoing therapy contract. Therapy can sometimes be brief and can sometimes continue for many years, depending on the needs, circumstances and choices of the client.

FEES

My fees for individuals are:

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| 50-minute introductory session | £40 |
| 60-minute ongoing therapy appointment | £50 |
| Writing assessments or letters by request | £45 |

The fees are applicable to adults, children and young people.

Services Outside of Sessions

All costs for services outside of sessions will be invoiced. I will follow your requests and obtain your consent with regards to work outside of sessions.

I charge a rate of £11.25 every 15 minutes for the following:

- telephone calls (other than scheduling-related calls) over 10 minutes in length
- reading email correspondence (other than scheduling-related emails), assessments or evaluations
- consulting and collaborating with necessary professionals at your request and with your consent]

Arranging Payment

You are responsible for paying in full the fees related to your session.

If someone else has agreed to contribute to your treatment costs, it is your responsibility to check that their payment has been successful. If you require me to invoice a third party or communicate with them directly about invoicing, please complete the Third-Party Payment page.

Payment is due prior to or during each session via online transfer/PayPal/cash/contactless card. You may request a receipt.

If you use the online payment system, you will also receive email notifications for refunds and unsuccessful payments.

Non-payment

In the event of non-payment, I will remind you by email twice and reserve my right to begin legal proceedings after 5 days have passed without response. This may involve a collection agency or small claims court. Costs incurred as a result of pursuing payment will be included in the claim. I will be required to include your name, contact details, dates of treatment and amount outstanding.

If a third party has been responsible for payment, I will be required to share their name and contact details with any agency involved.

Insurance

I do not accept direct billing agreements with insurance companies currently.

Fee Increases

My clients will be given 2 weeks' notice of any fee increases

E. LEGAL

I am currently based in England and work in accordance with the law of England and Wales. Any complaints or disputes are subject to the law of England and Wales.

If you are based in another country or travelling and would like to work via telephone or secure video conferencing, please let me know your planned location in advance of our appointments via email. I may need to undertake additional research depending on your location to ensure that I meet local professional requirements. I also ask you to read and sign the Consent for Online Therapy which will be provided to you or is available on request.

Protecting your Privacy in Legal Proceedings

I would like you to feel as safe as possible that what you share in therapy is protected and confidential, therefore if you are involved in legal proceedings (e.g. divorce, custody disputes, tribunals, lawsuits, injuries, disability disputes), I request that you, your lawyer or any representative do not call on me to testify at a proceeding or produce your records.

If I am required by law to share the content of our work, I may have to provide dates of appointments, clinical notes and other information (as required by law, including applicable data protection legislation).

You acknowledge and agree you will be responsible for all actual and reasonable costs incurred as a result of legal proceedings, even if you are not the party who orders our involvement, including charges for any cancellations I have to make, travel time, report writing, consultation with other professionals and waiting time at my usual hourly rate. As court scheduling can be unpredictable, it may not be feasible or possible to schedule other work on the same day and as such, my appearance in court may be charged at my hourly rate for half a day or a full day (i.e. eight hours) regardless of how long I am required to attend court.

Membership of Professional Organisation

As a registered member of the British Association for Counselling and Psychotherapy, I abide by the Ethical Framework for the Counselling Professions. My membership number is 743431. I confirm that I hold appropriate public/professional insurance to cover our work with Holistic Insurance. I am committed to fulfilling BACP requirements for Continuing Professional Development and regularly undertake training and supervision. In order to do this, I may discuss our work in a general way, without using names or identifying details, with my clinical supervisor and supervision groups.

Affiliations

I work independently and am not affiliated with any other groups, organisations, agencies or practices.

Complaints

If you have any questions or complaints about my professional conduct, I encourage you to email me or discuss it in your next session to see if we can resolve the issue. If I am unable to resolve your concern or if you prefer not to approach me directly, you may contact the BACP directly at www.bacp.co.uk and they will address your concerns through their complaints procedure detailed here <https://www.bacp.co.uk/about-us/protecting-the-public/professional-conduct/>.

Liability

This provision will not limit or affect our liability if something I do negligently causes death or personal injury or with respect to any other liability which cannot be excluded or limited by law.

F. INFORMED CONSENT

"I have read and understood the information contained in the Therapy Agreement. I have discussed any questions or concerns with Dom Phillips.

I hereby agree to the above terms and conditions and give our informed consent for Dom Phillips to provide me with counselling services.

I understand that I may revoke this authorisation at any time by emailing my written notice including the date that I wish the consent to expire. If I do not revoke my authorisation, this consent will expire one year after our final session. I understand that If I return to therapy after that time, a new consent will be required."

SIGNATURE

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|-------------|------------------|------|
| Client Name | Client Signature | Date |
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| Therapist Name | Therapist Signature | Date |
| | | |

Acknowledged by and on behalf of Dom Phillips Counselling