

# TERMS AND CONDITIONS OF THERAPY AGREEMENT

## JURISDICTION

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

## DEFINITIONS

- The 'Psychologist': The clinician assigned by Capital Therapy London to offer psychological services.
- The 'Patient': You
- The 'Insurer' or the Healthcare Provider: AXA PPP HEALTHCARE, AVIVA, BUPA, BUPA GLOBAL, CIGNA, CIGNA INTERNATIONAL, WPA, VITALITY HEALTH.
- 'Therapy', 'Therapy session', 'Appointment' and/or 'Therapy appointment' (in-person and/or online/remote) is the time spent with the Psychologist who will apply their chosen method of therapy application and modality.
- 'Modality' is a model of study for therapeutic application. Schema Therapy, Acceptance and Commitment Therapy, Cognitive Behavioural Therapy, Eye Movement Desensitisation and Reprocessing are examples of psychological modalities.
- The 'Session' and/or 'Appointment' (in-person and/or online/remote) is the booked time slot and arranged time working with the 'Psychologist'.
- 'Presenting Issue(s)' or 'Problem' is what the Patient wants to work on with the Psychologist.
- The 'Goal' is the therapeutic goal created collaboratively with input from both the Patient and the Psychologist and is what the patient would like to achieve as the desired outcome in therapy.
- The 'Desired Outcome' is the desired result of the work that the Psychologist and the Patient work towards achieving.
- The 'Session Time' in-person and/or online/remote is 50-minutes unless otherwise agreed.

## 1. FORMATION OF AGREEMENT

1.1 After booking a therapy appointment by either telephone or email, the Patient, in accepting the appointment, accepts the following conditions for the appointment: The Patient agrees to the Psychologist contacting him/her via email or SMS/WhatsApp/Zoom. The Patient may stipulate which method of communication they prefer (e.g. only text, or only email or only telephone call).

1.2. Booking: Therapy appointments can only be made through discussion between the Psychologist and Patient, via email, videocall or telephone correspondence. When you are inquiring for appointment by emailing/texting/call, the Patient will receive a booking confirmation via email. The Patient may book ahead all his/her sessions (times/dates) providing that these times/dates are not booked by other Patients, or s/he may book one session at a time.

1.3. All new patients will be required to email the Psychologist their full name, birthdate, full current address, emergency contact, GP details and relevant medical conditions. This information is needed as part of the intake process and future invoicing. All new insured patients will be additionally required to provide their insurance membership number and authorisation code for invoicing purposes. These details will be verified with the Patient's insurer 48 hours before the session time. If the Patient's details cannot be verified, the Patient will be contacted to provide up-to-date information.

1.4. The Psychologist requires the Patient to be truthful and work in the best interests of the agreement between the Psychologist and the Patient.

1.5. The Patient agrees to provide the Psychologist with all pre-session written work such as questionnaires (if applicable) as appropriate within the requested timeframe 24 hours prior to the booked session.

1.6. Lateness: The Patient is paying for the agreed time with the Psychologist and at the agreed location (physical or online/remote). It is the Patient's responsibility to attend the session on time. The Psychologist will use best efforts to call and/or text the Patient after 10 minutes of the scheduled start time for any therapy session (in-person and or online/remote) if the Patient is late for the session. After 30 minutes the Psychologist will assume the client is not attending. The Patient will also be kept updated if the Psychologist is likely to be delayed more than five minutes.

1.7. No refund will be given for any late arrival at the session under any circumstances. This includes emergency or unforeseen circumstances out of the Patient's immediate control, as the 48 hour and 7-day cancellation policy will still apply.

1.8. If the Patient arrives late, an extension of the agreed time or rescheduling the session will not be offered.

1.9. The Psychologist is not required under any circumstances to go beyond the arranged session finishing time. The session will be terminated at the end of the arranged time even if the Patient has not reached his/her desired outcome.

1.10. It is not the responsibility of the Psychologist to achieve the desired outcome for the Patient. The desired outcome as an achievement of the goal(s) cannot be guaranteed or promised to the patient by the Psychologist.

1.11. If the Patient is not satisfied with the therapy's outcome, there is no refund. Capital Therapy London does not accept any liability in relation to the therapy and modalities used in session.

## 2. PRICING, PAYMENT, AND METHODS OF PAYMENT

2.1. The fee for a 50-minutes uninsured/private psychological session in-person or online/remote will be agreed prior to booking the first appointment.

2.2. All fees are reviewed annually in March and may increase in line with inflation at the discretion of the Psychologist.

2.3. Payment for uninsured/ private psychology sessions must be paid via a bank transfer 24 hours prior to the session. Bank details and/or a payment link will be given at the booking of the appointment.

2.4. A 50-minutes insured psychological session will be covered by the insurer. Any excess fees will be covered by the Patient and an invoice will be sent to the Patient accordingly.

2.5. Failure to comply with payment requirements will result in the session being cancelled and the session will be made available to other Patients.

2.7. It is at the Psychologist's discretion whether to accept late payment.

2.8. Patients must be current with payments before booking a new session.

2.9. Invoices for insured and/or uninsured therapy sessions may be processed and emailed directly to the Patient, or may be submitted directly to the Patient's insurance, by a third party (e.g., secretary/invoicing company). By commencing therapy, the Patient gives consent and agrees for the invoices and any of his/her personal information that is used for invoicing (e.g., name, home address, email, DOB, insurance membership number, authorisation code) for insured and/or uninsured therapy sessions to be processed and emailed directly to the Patient, or be submitted directly to the Patient's insurance, by a third party (e.g., secretary/invoicing company). The Patient is entitled to expect that the information above will not be used for any other purpose rather than invoicing, will be kept confidential and stored safely.

2.10. If the Patient would like the Psychologist to write any letters on their behalf, the time in preparing such letters will be charged £150. If the Patient require an extended report, the Patient must discuss this with the Psychologist. Please note that the Psychologist needs a minimum of one week's notice, if the Patient requires any written documentation.

2.11. Letters to the Patient's medical insurance for the purpose of requesting further sessions, or a referral to another medical professional will not incur any additional cost. A draft may be sent to the Patient to check for any errors or omissions, before agreeing the final version.

2.12. The Patient is required to inform the Psychologist in advance if they are seeking a professional letter of any kind or are seeking therapy as part of a legal claim.

### 3. CANCELLATION POLICY

3.1. Cancellations can be done via email by the Patient, with a minimum of 48 hours' notice before a session for a refund in full, and 7 days' notice if a session takes place every other week (i.e., 7 days).

3.2. 48 hours is exactly two days of 24-hours prior to the arranged time – e.g., an appointment arranged for 2pm Wednesday must be cancelled by 2pm the Monday before. Similarly, 7 days is exactly 7 days of 24-hours prior to the arranged time for sessions taking place every other week.

3.3. Any cancellations within the 48 hour (or 7-day) notification period will not be charged.

3.4. If a Patient would like to cancel a session before the 48 hour (or 7-day) cancellation period, the patient is expected to contact the Psychologist by email.

3.5. If a Patient fails to give 48 hours' notice of cancellation (or 7 days if a session takes place every other week), she/he will have to pay for the booked session or not receive a refund for the booked session. This applies under any circumstances including emergencies, illness, or any situations that are out of the Patient's control.

3.6. Rescheduling before the 48 hour (or the 7-day) deadline will allow the session fees to be carried over to the new appointment but under the same terms and conditions for cancelling. When the Patient cancels more than one session (two or more) within a period of 4 weeks, the cancelled session/s will be charged fully even if sufficient notice has been provided, so that the slot is kept available for the Patient.

3.7. Short Notice or unplanned emergency sessions can be booked directly with the Psychologist in writing but under the same terms and conditions for bookings, payments, or cancellation period.

#### 4. REFUNDS

4.1. 'Booked Sessions' by the Patient must be paid for in full before the session. No refund will be issued for any cancellations or missed appointments with notice less than 48 hours (and with less than 7 days if the session takes place every other week). This policy applies under all circumstances including emergencies, illness, or any situations out of the Patient's control.

4.2. The Patient is not bound by the cancellation fee if she/he contacts the Psychologist in writing by email to cancel or rearrange prior the session within exactly 48 hours (and within 7 days if the session takes place every other week). For example, if a session is booked for Wednesday at 5pm, the 48 hour notice must be given the preceding Monday at 5pm at the latest.

4.3. The Patient is expected to pay in full any cancelled or missed appointment with less than 48 hours' notice (and with less than 7 days for sessions that take place every other week).

4.4. If written cancellation is received within the 48 hour notice (or the 7-day notice), the Patient has no claim to this session time and the Psychologist reserves the right to offer this slot to other Patients.

4.5. If the Patient wants to arrange or rebook an appointment within the 48 hour (or 7-day) cancellation period, s/he is expected to request this change in writing. The Psychologist will try to offer an alternative appointment but cannot guarantee to accommodate the Patient's request.

4.6. The Psychologist will not terminate the session before its agreed time. However, if the Patient desires to finish a session earlier than the agreed time, a refund for the remaining time of the session will not be given.

4.7. The Psychologist reserves the right to terminate a session without a refund if it is considered that the Patient is a personal risk to them or anyone else in office or in the building. The appropriate services will also be alerted in all cases of violence or personal threats.

4.8. 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.

4.9. When booking is made from outside the UK, the appointment time and further communication regarding the appointment will schedule in UK time, the Psychologist's current location. If the Patient has booked in the wrong time zone, the Psychologist cannot be responsible for the error. This will be counted as a missed session and payable by the Patient and not the Insurer if the Patient is insured.

## 5. CONFIDENTIALITY, HEALTH, AND SAFETY

5.1. All Psychologists are accredited members of HCPC and adhere to their ethical framework and guidelines to ensure that the Patient receives a professional and competent service.

5.2. Confidentiality is agreed between the Patient and the Psychologist. The Patient is entitled to expect that the information they give to the Psychologist about themselves, and others will remain confidential. Information can be disclosed only if it is required by law.

5.3. In line with UK law and the Psychologist's ethical codes of the BPS and HCPC, the Psychologist reserves the right to break confidentiality and disclose session information (notes, video or audio recordings) to any relevant third parties (e.g. GP, police, social services, legal services, emergency services) if in his/her clinical opinion the Patient's safety is a risk to herself/himself or to others or is at any risk from others. The Psychologist 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 Psychologist reserves the right to break confidentiality and disclose session information, if he/she 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 Psychologist reserves the right to break confidentiality and disclose session information to authorities if the Patient discloses any involvement with terrorism and money laundering whether it is related to drug trafficking or any other serious crime.

5.4. If the Psychologist decides a confidentiality breach is necessary, s/he will endeavour to discuss this matter with the Patient and any recommendations will be documented. If this discussion is not possible due to any limitations or unforeseen circumstances (e.g. urgency of the matter, perceived risk), the Psychologist may have to proceed with the breach of confidentiality without prior notice to the Patient.

5.5. In order to ensure that the therapeutic process can be maximised the Patient should not arrive under the influence of alcohol or non-prescribed drugs. If the Psychologist has any reason to believe that this may be the case, then the Psychologist will draw the session to a close/not commence a session.

5.6. The Psychologist recognizes that the process of therapy may, for some, generate strong emotions. In rare circumstances where the Psychologist has a concern that such emotions have escalated to the point where they are not, in the Psychologist's opinion, containable in the room, the Psychologist will draw the session to a close early.

5.7. Capital Therapy London does not offer emergency support as Capital Therapy London cannot guarantee availability to the Patient outside the planned sessions. If the Patient is in danger in any way, it is the responsibility of the Patient to contact emergency services (A&E), his/her GP or the Samaritans and discuss this with the Psychologist in their next session.

5.8. Please note that the Psychologist or Capital Therapy London is not able to provide immediate support in case of an emergency. If the Patient is in a life-threatening situation or cannot keep him/herself safe s/he is strongly encouraged to go to his/her local A&E and if s/he cannot get there safely to call 999. In addition, if the Patient's emotional health deteriorates and s/he needs urgent assistance s/he is strongly advised to contact their GP, or, if out of hours, consider whether the Patient needs to go to A&E of your nearest hospital.

If the Patient needs to speak to someone urgently, s/he can also use the services as listed below:

- The Samaritans (24hr): 116 123 or email: [jo@samaritans.org](mailto:jo@samaritans.org)
- Saneline: 0845 767 8000 (6pm – 11pm).
- Rethink: 0845 456 0455 (Mon – Fri, 10am – 2pm).
- CALM: 0800 58 58 58 (Everyday, 5pm – midnight).
- Make an appointment with your GP.
- NHS Direct on 111.

5.9. The Psychologist will try their best to get back to the Patient within 48 hours, but this may not be possible. The Psychologist will often ask Patients to book a session or bring their session forward so the Psychologist can assess the Patients and advise him/her accordingly.

5.10. The Patient's personal information in any session material is confidential and kept securely. However, in line with the Psychologist's professional accrediting bodies, the Psychologist is expected to be in regular clinical supervision to ensure high quality of

psychological services. Therefore, some information will be shared with the Psychologist'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 Patient with regards to the material that would be shared. The person(s) with whom the Psychologist discuss Patients' cases are legally bound to keep information confidential.

5.11. As part of the Psychologist's aim in offering high quality service, the Psychologist may find it helpful to make audio and/or video recordings of sessions. Recordings are solely used for supervision purposes with the Psychologist's clinical supervisor(s) and/or with other mental health professionals who are also accredited with a professional body and abide by the ethical framework and guidelines of the profession. Review of recordings in clinical supervision offers better insight and understanding of the presenting issues that might be helpful in the Patient's circumstances. Recordings are kept and stored safely in an external drive (password protected).

5.12. By commencing therapy, the Patient consents to video/audio recordings being made of these sessions and to these recordings being used in clinical supervision to aid the work between the Psychologist and the Patient. The Patient has the right to refuse consent to video/audio recordings and must state this in writing before the commencement of therapy.

5.13. Any material produced in the session (e.g., video/audio recordings, session notes, written homework, and psychoeducational material) is the Psychologist's intellectual property and copyright.

5.14. The Psychologist also always requires confidentiality of the Patient. It is not permissible for the Patient to disclose any written or distributed correspondence/material related to the session before the session or post-session.

5.15. The correspondence and all therapy material shared between the Patient and the Psychologist is to be used only by the Patient. All written and verbal communication is issued and intended according to the Patient's individual treatment plan. If the Patient shares any material that was intended for his/her exclusive use, the Psychologist 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 and legal action may be taken against the Patient if that is found to be the case.

5.16. The Patient under no circumstances is permitted to record (video, audio) the session (on the phone or any other device) unless the Psychologist has issued consent in writing.



5.17. The Patient under no circumstances is permitted to make public an unauthorised recording (video, audio) of the session on any social platform and legal action may be taken against the Patient if that is found to be the case.

5.18. All relating correspondence (verbal or in writing) such as by phone, email or online software is strictly for use of the Patient and the Psychologist. 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 Psychologist holding and using the Patient's information is in relation to the delivery of a contract to the Patient as a health care professional. As an accredited member of BPS and HCPC, the Psychologist operates under a strict code of confidentiality.

6.2. Upon starting therapy, the Patient's basic personal information will be collected for contact, identification and invoicing purposes. These include the Patient's full name, date of birth, full home address, next of kin, GP details and insurance membership number/authorisation code (when applicable). If any of these information change during therapy, the patient should inform the Psychologist in writing providing the new information accurately.

6.3. Information is kept securely and confidentially in line with the GDPR and also the ethical framework and the code of practice of BPS and HCPC.

6.4. Session notes or personal details of the Patient are kept digitally using a password protected and encrypted proprietary online platform. Any paper notes are kept in a secure, robust, locked filing cabinet and stored within a secure building.

6.5. The Patient's information is kept for a period of seven years following the end of therapy to comply with any obligations that are placed upon the Psychologist by his/her insurers and his/her accrediting bodies.

## 7. PATIENT'S RIGHTS

7.1. The Patient has the right to access the clinical notes. Beyond the clinical notes, any details held about the Patient are for the Psychologist's own use and not shared.

7.2. The Patient has the right to request a copy of the clinical notes that the Psychologist holds about her/him. If the Patient would like a copy of some or all of his/hers clinical notes, then the Patient must email or write to the Psychologist via the contact details stated on the contact form on Capital Therapy London's website or directly at

[hello@capitaltherapylondon.com](mailto:hello@capitaltherapylondon.com). Information will be provided to the Patient within 30 days.

## 8. REVIEWS AND ENDING THERAPY

8.1. The Patient and the Psychologist will review sessions regularly depending on the Patient's demand or as the Psychologist finds this appropriate.

8.2. The Patient is not tied into any long-term commitment, and s/he may end sessions by giving seven-days' notice in writing although a number of ending sessions depending on the length of treatment is recommended.

8.3. If the Psychologist considers the Patient's needs are beyond the limits of his/her competence, the Psychologist reserves the right to terminate the therapeutic contract. The Psychologist will discuss this with the Patient in the session and further recommendations, if possible, may be provided.

8.4. If the Psychologist decides to end the therapeutic agreement with the Patient due to unforeseen circumstances, he reserves the right not to disclose the reason for this decision. However, the Psychologist will endeavour to give a month's notice.

INFORMED

CONSENT

By commencing therapy, I (the Patient) acknowledge that I have read the information above, and I agree with the terms and conditions of this agreement.