

THERAPY CONTRACT

This document provides an outline of the key principles and expectations that will be used to guide the approach to the provision of a psychological therapy service to you (hereinafter referred to as “you” or “the Client”), by David Keane trading as David Keane Therapy and Supervision (hereinafter referred to “I”, “me” or “the Therapist”).

It also details the main terms and conditions relating to the service to be provided and to payments.

**Acceptance of Terms**

**Please read this contract carefully and discuss any questions you have with the Therapist. By electing to book and/or attend sessions with the Therapist, the Client confirms their acceptance of these terms and conditions.**

These terms and conditions will apply to your purchase of service(s) from the Therapist. Your access to and the use of the services provided is conditional upon your acceptance of and compliance with these terms. Any mutual agreement to modify any clause contained herein does not invalidate any other clause(s).

**Legal Jurisdiction**

The Therapist is an accredited Cognitive Behavioural Psychotherapist with the [British Association for Behavioural and Cognitive Psychotherapies](https://www.babcp.com/Default.aspx) (BABCP: registration number 120450)

All treatment will take place under the jurisdiction of the law of England and Wales, even if you are located outside of the UK.

**Variation**

The Therapist reserves the right to amend these terms and conditions at any time. The applicable version of these terms and conditions is the most recent, which will supersede any previous versions. If any amendments to these terms and conditions are made during the course of your treatment, the Therapist will inform you of them. Your continued use of services after notification of any such amendments shall be deemed to be your acceptance of those changes.

**Privacy Policy**

Please see separate privacy policy document.

**Services**

* **Individual psychotherapy clinical treatment sessions (“sessions”)**

The aim of therapy is to provide an opportunity for you to explore your problems and learn new techniques for improving your psychological health and well-being in a safe, confidential and supportive environment. The Therapist's role is to help you through this process without criticism or judgement, to listen to your difficulties and provide feedback and suggestions based on professional observations and specialist training. If at any time I feel that I cannot help you in this way, I will offer to refer you to another service or recommend an alternative approach.

I will use evidence based methods to complete a full assessment of your problems, develop a joint understanding with you of how your problem affects you personally, agree a treatment plan, and deliver evidence based CBT/EMDR. I will discuss each stage of the therapy process with you and will ensure that you understand the approach and the reason for applying the agreed techniques. I will only use therapeutic techniques that are relevant and appropriate to your problems.

Therapy involves identifying and committing to specific therapeutic goals. I will help you with this process and you will be encouraged to make a firm commitment to undertaking CBT/EMDR based exercises and assignments outside and between sessions.

Length of sessions

The normal duration of each CBT session is 50-60 minutes. EMDR sessions may at times require 60-90 minutes. I reserve the right to amend our session times for therapeutic reasons and will endeavour to discuss the rationale for so doing on such occasion(s).

* **Other services**

Other services such as report or letter writing are provided and will be subject to such a charging structure as may be agreed between us.

The timing, duration, frequency and number of sessions provided will be arranged by mutual agreement between the Client and the Therapist.

**Fees**

Clients will be informed of the fee for sessions prior to attending the first appointment.

The fee agreed is £**xxxx** per hour.

Unless stated otherwise in writing fees are as per the hourly rate stated at the start of treatment. Fees are normally based upon hourly sessions and are charged at the currently agreed figure. Longer sessions will be charged pro rata at the Therapist's agreed hourly rate.

Additional work undertaken outside of sessions at the direction and on behalf of the Client may be chargeable on a pro rata basis. Such charges would be agreed prior to any such work being undertaken.

All fees are subject to annual review. If the fee is increased during the course of treatment then reasonable notice of the increase will be given, usually not less than one month. Returning clients will be informed of any increase in fees prior to attending their first appointment.

**Payment for Services**

The preferred payment method is by bank transfer although cash can be provided at the time of the session if we are meeting in person. Bank transfers must be made within 48 hours of the conclusion of the appointment.

In the event that a private health care plan is being used to fund your treatment, therapy will not commence until approval in writing has been received from the private health care organisation or you are able to provide the relevant authorisation.

The Client is responsible for the prompt payment of the full fees incurred whether or not they intend to claim reimbursement in full or in part from a third party (e.g. an insurer).

**Late or non-payment of fees**

In the case of late payment the Therapist reserves to the right to levy, and Clients are liable for:-

* late payment charges and re-invoicing fees of £25 for each unpaid invoice reminder, and
* interest accruing on overdue fees at the rate applicable in the small claims court for non payment of debt (currently 8%) from the date of the original invoice until full payment is received.
* In the event of persistent non payment of fees action will be taken to retrieve monies due. The Client will be liable for all additional fees connected with the debt recovery process and in the event of the issue of legal proceedings to retrieve unpaid fees, the client’s name will appear in court papers. However, the content of consultation(s) will remain confidential.

**Cancellations of Sessions/Changing Appointment Times**

In order for the Therapist to provide the best possible service it is important that Clients attend sessions as arranged.

The Therapist is unable to make “provisional” bookings for sessions. If the Client elects to book a session then the session is agreed to take place at the specified time and place, and to be charged at the agreed fee.

Late attendance

If you are late attending an appointment the appointment will finish at the previously agreed time unless, at my discretion, I am able to extend it. The session will be charged at the usual rate, regardless of actual duration.

Cancellation by the Client

The Therapist should be notified of a planned cancellation via email or text (07955 460249).

If you cancel your session with at least 48 hours’ notice, no cancellation fee will be due.

If you cancel your session with less than 48 hour’s notice, the cancelled session will be charged for at the full contracted rate.

However, it is understood that sometimes unforeseeable events happen which may make it necessary for clients to cancel their appointment at short notice or fail to attend without giving prior notification. On such an occasion it is the Therapist's discretion whether a reduced fee will be charged.

After a missed appointment or a late cancellation, you will be required to:-

* confirm that you would like to attend any other appointments that have been booked; and
* have paid any outstanding fees before a further appointment can be take place. Please note that subsequent sessions will be cancelled if payment has not been made.

Cancellation by the Therapist

If for any reason The Therapist is unable to attend your session, any fees paid in advance will be reimbursed directly to you.

Monies will be refunded unless you have specifically asked for them to be used as a credit for the session if/when rescheduled.

**Code of Ethics and Professional Obligations**

I am bound by the code of ethics and practice/conduct of:-

* the British Association of Behavioural and Cognitive Psychotherapies (BABCP) <https://babcp.com/>
* EMDR Europe <https://emdr-europe.org/>
* EMDR Association UK <https://emdrassociation.org.uk>

Copies of the Codes of practice can be viewed on the respective websites of these governing bodies.

As part of my codes of practice I am required to participate in continued professional development and to engage in regular ongoing clinical supervision.

Supervision is undertaken as a professional obligation to comply with registration and accreditation requirements and to ensure that my work is safe, effective, and professional. Any clinical information shared in supervision will not include your name or personal details and will be treated confidentially. Supervision is bound by the same professional guidelines as my practice and involves no additional cost to you.

In entering into this contract, you agree that I may discuss your treatment in my clinical supervision.

I am required to have live supervision on several occasions each year in order to maintain my accreditation. This takes the form of my supervisor listening in supervision to an audio recording of an excerpt from treatment. I might on occasion request that I make a video recording of an appointment with you or seek your consent to be observed by my Supervisor during one of our sessions. Any such recording will be kept on a password or pin-protected device and deleted after its intended use. You are entitled to decline this request without it affecting the treatment you receive in any way.

**Confidentiality**

For treatment to be effective it is necessary that clients disclose all information that is relevant to their treatment. I may ask questions of a personal or intimate nature for the purpose of conducting treatment. You are always welcome to ask me to explain the reason or therapeutic purpose behind such a question, which I will endeavour to answer. You are not obliged to answer any question, and there may be times when you don't feel ready or able to make a particular disclosure to me. It is important for you to feel safe prior to disclosing certain pieces of information and I shall never push you to do so, however not doing so might have an impact on my ability to deliver treatment effectively.

I provide a safe and confidential service to all Clients. Confidentiality will be maintained in accordance with legal requirements and within the codes of ethics to which I am bound. I will not ordinarily disclose information regarding or obtained from a Client to a third party without the express permission of the Client and providing that it is in the best interests of the Client to do so.

If any third party is involved with the Client’s care the Client will be asked to sign a consent form so that I can contact them should the need arise during the course of therapy. I would endeavour to discuss with you the rationale and proposed content/purpose of any such contact.

Confidentiality would not apply where it would mean that I as your therapist might break the law, or where withholding information means that I would breach the codes of ethics.

I have a duty of care to act upon identified risks of harm to my clients or others, therefore the Client must provide me with details of their GP and/or next of kin as a point of contact in the event that risk of harm to self or others is identified.

Confidentiality may be breached if I consider that there is a risk that you may harm yourself or others. In such circumstances it may be necessary for me to liaise with others outside of our therapeutic relationship and I would normally consult with you before doing so, unless to do so might increase the risk of harm.

In the case of any disclosure involving vulnerable adult or child protection issues or of acts of terrorism or other criminal activity such disclosures will be passed on to the relevant authorities and in those circumstances I will almost certainly be required by law not to inform you that I have disclosed information about you, or about third parties which you have discussed.

**Complaints and Feedback**

I am committed to delivering excellent care and to continuous improvement of my Practice. I value your feedback which can be provided at any point during therapy either within our sessions or by emailing me. I will also actively seek your feedback at the end of your treatment.

Should you have any complaint about my professional conduct I would appreciate the opportunity to work with you to resolve those issues. Any such complaints will be reviewed in strict accordance with the codes of conduct to which I am bound. If, however, issues remain which we are unable to resolve between us then complaints can be made directly to the BABCP.

Please note that I cannot be held responsible for the failure of any treatment or therapy to achieve its desired effect.

**Location**

I maintain an office and therapy space situated within premises owned by an independently operated business with which I have no professional affiliation. However, as I am not always based at these offices visiting is strictly by appointment only.

Our sessions will take place either:-

* in person at The Therapy Room, Centaur Training, First Floor, Farington Mill, Centurion Way Industrial Estate, Farington, Leyland, PR25 4GU) or
* face to face via Microsoft Teams (or Zoom) or
* by telephone.

 This will be agreed between us at the commencement of therapy and may be subject to change as may be required by either of us.

In the event of sessions taking place remotely it is your responsibility to ensure that you have the equipment and internet connectivity required. You will also need to ensure that you are in a private and confidential space for the duration of the session.

If you have chosen to attend sessions in person but have any signs or symptoms of an infectious condition that could be transmitted by close personal contact (ie sharing a treatment room), including coronaviruses such as Covid-19 or the common cold, I would prefer that you not attend in person. If you notify me that you are unable to attend in-person due to ill health I will offer a remote appointment in its place at the same time. If you are unwilling to attend remotely and you have provided less than 48 hours’ notice of cancellation, I reserve the right to charge the full fee for the appointment as per my usual cancellation policy.

**Therapeutic Relationship**

Our therapeutic relationship will remain a professional one at all times, the boundaries of which can be agreed between us during our sessions.

There may be occasions where I suggest that you record part of a session. Any such recording made, or any part of a recording, or a transcript of a recording of any part of our sessions may not be disseminated in any form or on any medium without my prior written permission and is exclusively for your own personal therapeutic use.

Clients are encouraged to make handwritten notes during sessions of any agreed suggestions or interventions.

You are entitled to ask questions about any treatment or intervention I propose, or about my qualifications, professional membership, or accreditation, which I will attempt to answer.

I am not a medical Doctor and Clients must seek the advice of their GP regarding any medical concerns.

In the event that I might recommend a colleague to you the Client for any additional professional service any such recommendation is made in good faith and I would never benefit financially from doing so. The Client understands and accepts that the Therapist cannot take responsibility for the performance of any such third party. It is for the Client to determine whether or not they wish to retain the services of any such other professional.

The provision of this service is a collaborative process and it relies on an appropriately authentic engagement and clear communication by both the Client and the Therapist. If the Client were to become dissatisfied with any aspect of the service it is their responsibility to inform the Therapist as soon as possible. Concerns may be communicated by any method(s) the Client chooses (please see contact details below), provided that receipt by the Therapist of any message can be confirmed. All such communications should be between the Client and the Therapist and not through a third party (due to requirements related to confidentiality and data protection). In this way is hoped that swift action can be agreed to resolve any issues, and prevent their recurrence.

**Endings**

You have the unfettered right to withdraw from the service provided by the Therapist at any time, without giving a reason, subject to your adherence to the terms and conditions governing the cancellation of appointments as defined above. However, psychological therapy is thought to be most effective when the end of treatment is mutually agreed, and treatment goals have been met.

Therapy can at times be demanding, frustrating and emotional. You may at times find the process difficult and feel the need to end therapy. Your feedback will usually be sought in each session and if you feel unhappy with any aspect of the treatment being offered then please do try to communicate this to me. In the ordinary course of events you will probably know when you are ready to end therapy and we will agree together on the work we need to do to prepare for this.

The Therapist also has the right to withdraw from continuing to provide services:-

* if I hold a genuine professional belief that you may not benefit from further sessions, or
* if I conclude in my professional opinion that I am no longer the appropriate person to be treating you, or
* if you were to substantially and/or persistently breach the terms and conditions of this contract.

**Emergencies**

Please note that I am unable to offer crisis support. If during your engagement of my services you feel in need of urgent support you should contact your GP or present at your local A&E department if outside of your GP's availability.

If you are contracting for my services on behalf of a child then please note that the above will also apply on behalf of that child.

All NHS trusts offer urgent mental health helplines for people of all ages in England. You can call

for:

* 24-hour advice and support for you, your child, your parent or someone you care for
* help speaking to a mental health professional
* an assessment to find the right care for you

Please click here to find the service for your locality:-

<https://www.nhs.uk/service-search/mental-health/find-an-urgent-mental-health-helpline>

Alternatively, if you just need to talk, any time of day or night, there are a number of free listening services. These services offer confidential support from trained volunteers. You can talk about anything that is troubling you, no matter how difficult.

* Samaritans – Call 116 123 to talk to [Samaritans](https://www.samaritans.org/how-we-can-help/contact-samaritan/), or email: jo@samaritans.org for a reply within 24 hours
* Text "SHOUT" to 85258 to contact the [Shout Crisis Text Line](https://www.giveusashout.org/), or text "YM" if you're under 19
* If you're under 19, you can also call 0800 1111 to talk to [Childline](https://www.childline.org.uk/). The number will not appear on your phone bill.

**Contact me**

If you need more information on these terms and conditions, privacy policy or for any other queries then please contact me. However, please note that I am frequently engaged in sessions and may be unable to respond immediately. I will endeavour to reply to any enquiries within 3 working days (please note that my working days are Monday – Thursday).

📧 david.keane\_therapyandsupervision@outlook.com

**🖃** The Therapy Room

 Centaur Training

 First Floor

 Farington Mill

 Centurion Way Industrial Estate

 Leyland

 Lancashire

 PR25 4GU

📱 07955 460249

Yes, I have read and understood the terms and conditions of this contract.

**Client Name:**

**Date of Signature:**

**Client Signature:**

If you are a parent signing on behalf of a child please sign below:-

**Date of Signature:**

**Parent Signature:**

**Parent Name:**

**Please sign and return to the Therapist prior to commencement of your sessions.**

**If you prefer, you may send an electronic confirmation, by email, stating that you agree to the above terms and consent to the service being offered**

**Thank You**