

Client Terms & Conditions

Please read these terms and conditions which apply to the provision of my professional services. By making an appointment, you are agreeing to the following terms and conditions. If you are unable or unwilling to agree to these terms and conditions, then you should not book an appointment or continue with your course of therapy.

FREE INITIAL CONSULTATION

You may be offered a free 30 minute online initial consultation. No therapy will be provided during the consultation.

The purpose of this initial consultation is to learn more about the RTT process, discuss what issue/issues you are hoping to work on and ask any relevant questions you may have. During these calls, estimates of the number of sessions required to deal with your presenting issue are given on the basis of the information presented at that time. Estimates are only rough guidelines and are subject to change.

BOOKING & PAYMENT

No deposit is required for online sessions, however payment for online sessions must be made at least 24 hours before the scheduled session start time. Where payment is not received 24 hours before your session, the session will be cancelled and may be offered to someone else. It is your responsibility to pay the session fees before each scheduled session in order to confirm the appointment booking.

Session Fees

All professional fees will be disclosed to you prior to confirmation of first session booking. My professional fees are subject to review and may increase from time to time. You will always receive confirmation of the professional fees before booking your first session.

All sessions are charged individually at a rate of \$250 per 90-minute session.

Payment Methods

Payment can be made via the following methods:

Zelle carpentieripauline@gmail.com / **PayPal** @HealingwithPauline / **Venmo** @Pauline-Carpentieri

Cash and checks will not be accepted without prior agreement.

CANCELLATION, RESCHEDULING & REFUNDS

If you need to cancel or re-schedule a session, please provide as much notice as possible. Notification of a cancellation or re-scheduling must be made via email or phone call at least 24 hours in advance of an online session.

Refunds

No refunds will be issued for cancellations within 24 hours of online sessions.

Session fees are for my time and professional expertise and are not a guarantee of a successful outcome. Therefore, no refunds will be given for any sessions where you have attended and paid for the session.

If you feel that your session did not meet the expected standards please do not hesitate to reach out to me by email or phone to discuss other options. I strive to provide a professional and successful session to all my clients and never want to leave you feeling unsatisfied or discontented by my services.

CONTACT BETWEEN SESSIONS

Any contact between sessions will be by telephone or email during office hours only (Mon-Fri / 9:00-17:00 MST). Any messages received outside of these hours will be dealt with during office hours only.

MEDICAL OR PSYCHOLOGICAL CONDITIONS

I may ask questions about your medical history to establish any contra-indications to treatment. This will also help to assess whether your health is affecting (or being affected by) the therapeutic goals you wish to achieve. Please update me of any medical changes during your course of therapy, or if you are returning to therapy after a period of absence.

If you are receiving care or treatment from any medical, healthcare or therapy practitioner, e.g. GP, Psychologist, Psychiatrist or Counsellor, you may be asked to seek their permission before any therapy sessions can commence.

Please note that I will be unable to offer my professional services if you suffer from epilepsy or any form of psychosis.

AGE RESTRICTIONS

You must be at least 18 years old to participate in online sessions. Clients under the age of 18 years old must be accompanied by a parent or guardian who must be present during the entirety of the session.

ATTENDING YOUR SESSIONS

Please ensure that you are available at your session start time. If you are running late, please let me know as soon as possible. I will do my best to make a full session available, however, as the ability to do this will depend on bookings after your session, this cannot be guaranteed.

HYPNOTHERAPY RECORDINGS

Hypnotherapy recordings should not be listened to whilst driving, operating machinery or undertaking any other activity where concentration is required. Any recording provided is unique and for your personal use only and must not be shared, lent, copied or sold under any circumstances.

OUTCOME OF SESSIONS

The agreement to work on the issues presented by you in no way implies or guarantees the resolution of your presenting issue(s). No outcome can or will be guaranteed. However, I will always endeavor to use my best efforts and skills to work towards your goals and intended outcomes. It is expected that you will commit to the time and efforts to practice the recommended work given to be executed outside of sessions to ensure the best possible outcomes.

STANDARDS OF BEHAVIOR

During the course of any therapy sessions, I will treat you with respect and not abuse the trust you place in me. I will use best practice at all times in our mutual interest. In return, you undertake not to harm yourself, or any other person, including me, or any property belonging to either me or any other person.

You agree not to attend sessions under the influence of alcohol or recreational drugs, except those medications which have been prescribed by your doctor. If you do attend any sessions under the influence of alcohol or recreational drugs, or demonstrate violent or abusive behavior, I will cancel the session and may refuse to see you for any further sessions without refunding any payment already made.

CONFIDENTIALITY

All contact, including sessions, telephone conversations and emails, will be conducted in confidence and may be recorded. Prior to any recording, your agreement will be sought. All recordings, conversations and notes will remain confidential, except in the following circumstances:

1. Where you give permission for confidentiality to be broken
2. Where I am compelled by a court of law
3. Where the information is of a nature that confidentiality cannot be maintained, for example:
 - The possibility of harm to yourself or others exists
 - In cases of fraud or crime
 - When minors (under 18 years old) are involved
 - 4. Where a referring GP or other healthcare professional requires a report. A copy of the report will be available on request.

LIABILITY & INDEMNITY

Under no circumstances will Pauline Carpentieri be liable for any damages, including without limitation, direct, indirect, incidental, special, punitive, consequential, or other damages (including without limitation lost profits, lost revenues, or similar economic loss), whether in contract, tort, or otherwise, arising out of the advice or information provided to you during professional services provided by Pauline Carpentieri. In addition, you agree to defend, indemnify, and hold Pauline Carpentieri harmless from and against any and all claims, losses, liabilities, damages and expenses (including legal fees) arising out of your participation in the professional services.

GOVERNING LAW

These terms and conditions and any other matters arising out of or in relation to these terms, shall be governed by and construed in accordance with the laws of the United States of America. You agree to submit to the exclusive jurisdiction of the United States of America courts to settle any dispute which may arise out of or in connection with these terms and conditions.

NATIONAL GUILD OF HYPNOTISTS STANDARD DISCLAIMER

"The services I render are held out to the public as nontherapeutic hypnotism, defined as the use of hypnosis to inculcate positive thinking and the capacity for self-hypnosis. I do not represent my services as any form of health care or psychotherapy, and despite research to the contrary, by law I may make no health benefit claims for my services."

TERMS AND CONDITIONS UPDATES

These terms and conditions are subject to revisions without notice. Please familiarize yourself with any amendments if you have re-started therapy with me after a long period of absence.

DATA PROTECTION

For my services, your personal data is collected, processed, used and stored in accordance with the following privacy policy listed in the pages below. By booking an appointment, you signify your acceptance of this Privacy Policy. If you do not agree to this policy, please do not book an appointment. The terms of this Privacy Policy may change from time to time without prior notice to you, so please check my website periodically for any changes.

CONCERNS & COMPLAINTS

If you have a concern or complaint regarding your therapy, please discuss this with myself in the first instance and I will endeavor to resolve the issue.

STATEMENTS OF UNDERSTANDING

By signing the Client Agreement, you agree to abide by the terms and conditions of the Client Agreement. You also agree with the statements below:

I confirm that I have been advised by Pauline Carpentieri of the scope of the therapies that he/she provides and give my full consent to receiving therapy sessions from Pauline Carpentieri.

I understand that results may vary from person to person and the agreement by Pauline Carpentieri to work on the issues or problems presented by me, using whatever therapies are appropriate to my situation, in no way implies or guarantees the resolution of any presenting problems or issues.

I understand that hypnotherapy or any other therapy or information provided by Pauline Carpentieri either in person or via telephone, email or internet, is not a replacement or substitute for medical, psychological or psychiatric treatment. If I have any doubts or concerns about my health, I will seek advice from an appropriate qualified healthcare professional.

I declare that, if advised by Pauline Carpentieri prior to or following any therapy sessions, to seek medical approval, I will consult with my GP, hospital consultant and/or other healthcare professional and gain the appropriate written approval for Pauline Carpentieri prior to the next therapy session.

I have been advised that I am free to terminate any or all sessions at any time.

I understand that my level of motivation is vital in the therapy process and I agree to participate to the best of my ability at all times, including making reasonable use of therapeutic suggestions during and between sessions, as well as listening to audio recordings and/or carrying out other therapeutic tasks as appropriate.

I have accurately and truthfully answered any questions and provided background information during the initial consultation and /or first therapy session and will continue to do so during any subsequent therapy sessions.

SIGNATURE & CONFIDENTIALITY

By signing this form on page 8, I consent that Pauline Carpentieri may release information to a specific individual or agency if it has been determined that a vulnerable person (child or elder) is at risk; if I, as a client, am in imminent danger to myself or others; or if a subpoena of records has been requested.

I also understand that, at any time, Pauline Carpentieri may discuss aspects of my case with other colleagues keeping my full name and identity completely confidential always unless I have given permission otherwise.

Privacy Policy

This is to inform you what data I am collecting from you and what I intend to do with it.

What data do I keep and why do I need it?

Name and age - this is basic information that helps me get to know you.

Address, email address, phone number - I use this as a way of contacting you regarding your sessions. I will mainly use the method you first contacted me on but if I cannot reach you, I will try a different method.

Next of kin/medical professional's details - If I was worried that you were at risk then I may need to contact your next of kin or medical professional, if I can. I will let you know when/if I am going to do this.

Session notes - I keep brief notes of our session(s), these are kept in a password-encrypted file on my computer's hard drive, as well as backed up in a password-encrypted file on my external hard drive that is kept locked in my office.

Will I share your data and if I do, who will I share it with and for what purpose?

It is very unlikely that I will share your data. I will not sell it or use it for unethical reasons. I may have to share it if my notes are subpoenaed by court, if you or anyone you tell me about is at harm or risk of harm, I may have to pass this information on. I may also discuss your case during supervision but I only use your first name.

How will I store your data?

It is stored on my hard drive as listed above using only your initials. Immediately after the client fills out all relevant GoogleDocs these are transferred to a password-encrypted file on my hard drive and permanently deleted from Google Drive. Also immediately after the work is finished, all written notes taken during sessions are transferred to electronic versions and listed as above on password-encrypted computer hard drive file. Your phone number(s) may be kept in my business mobile phone and in electronic clients phonebook file (also saved in password protected hard drive files) with your first name and last initial. Only I will access your information.

How long will I store your data for and how will I dispose of it?

I will keep your details and session notes for the time required by my insurer. After this time I will destroy/permanently delete any document with your personal information and delete your phone number out of my mobile phone and electronic clients phonebook file.

Consent

I consent to my data being used as set out above and have signed my consent on page 8 of this document.

General Disclaimer Form

Liability

I hereby release Pauline Carpentieri from any liability or claims that could be made against (him/her) concerning my mental and/or physical well-being during the work that has been outlined and agreed upon (now and in the future) by filling out this form. This liability waiver is not intended to exclude or restrict liability for death or personal injury caused by negligence.

Scope of Practice

I understand that Pauline Carpentieri is not a licensed physician, psychologist, or medical practitioner of any kind and that hypnotherapy should not be considered a replacement for the advice and/or services of a psychiatrist, psychologist, psychotherapist, or doctor.

Participation

I give Pauline Carpentieri full permission to hypnotize me and to use Rapid Transformational Therapy® knowing that by participating fully in the process and by listening to my personalized recording for 21 days, I play an important role in my overall success.

Guarantee

I understand that although Rapid Transformational Therapy® has an incredibly high success rate, Pauline Carpentieri cannot and does not guarantee results since my own personal success depends on many factors that Pauline Carpentieri has no control over, including my willingness and desire to effect the changes inside myself.

Audio Recording(s)

I give Pauline Carpentieri full permission to make audio recordings that may include my voice. I understand that if a recording (or recordings) is made during or after my session(s) Pauline Carpentieri retains full copyright over any forms of media that may be produced and distributed to me.

Deepening Process (in-person sessions)

I hereby grant permission to Pauline Carpentieri to respectfully lift my arm, touch my shoulder, or rock my head during my Rapid Transformational Therapy® session(s) in order to help facilitate the deepening process.

Confidentiality

By signing this form on page 8, I consent that Pauline Carpentieri may release information to a specific individual or agency if it has been determined that a vulnerable person (child or adult) is at risk; if I, as a client, am in imminent danger to myself or others; or if a subpoena of records has been requested.

I also understand that, at any time, Pauline Carpentieri may discuss aspects of my case with other colleagues, keeping my full name and identity completely confidential always unless I have given permission otherwise.

Medical Disclaimer

I am not, nor am I holding myself out to be a doctor/physician, nurse, physician's assistant, or any other medical professional ("Medical Provider"). I am not, nor am I holding myself to be your psychologist, psychiatrist, psychotherapist, or social worker ("Mental Health Provider"). My blog, social media and website include[s] information and instruction relating to wellness topics, such as relationships, stress, anxiety, depression, personal growth, etc. collectively, ("My Content").

You acknowledge and agree that the following warnings and disclaimers shall apply to all of My Content. Before participating in any of my website, blog or social media recommendations, I recommend that you consult with a physician or other Medical and Mental Health Provider. Pauline Carpentieri and HealingWithPauline is not to be perceived as or relied upon in any way as medical advice or mental health advice. The information provided through Pauline Carpentieri's website, blog, and social medias (HealingWithPauline) is not intended to be a substitute for professional medical advice, diagnosis or treatment that can be provided by your own physician, nurse practitioner, physician assistant, therapist, counselor, mental health practitioner, licensed dietitian or nutritionist, or any other licensed or registered health care professional.

Do not use My Content in lieu of professional advice given by qualified medical professionals and do not disregard professional medical advice or delay seeking professional advice because of information you have read on my website, blog, social media, or received from me. Always seek the advice of your own Medical Provider and/or Mental Health Provider regarding any questions or concerns you have about your specific health or before implementing any recommendations or suggestions from me or My Content. Do not stop taking any medications without speaking to your physician, nurse practitioner, physician assistant, mental health provider or other healthcare professional.

If you have or suspect that you have a medical or mental health issue, contact your own health care provider promptly. If you know or suspect that you may be pregnant, have an eating disorder, or have any other physical, psychological, emotional or medical or mental health condition, it is imperative that you seek the advice of your doctor or other health care provider prior to using My Content. I am not providing health care, mental health care, medical or nutrition therapy services or attempting to diagnose, treat, prevent or cure in any manner whatsoever any physical ailment, or any mental or emotional issue, disease or condition. I am not giving medical, psychological, or religious advice whatsoever.

You acknowledge that you are participating voluntarily in using Pauline Carpentieri's website, blog and social media, (HealingWithPauline) that you are solely and personally responsible for your choices, actions, and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through this website, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from my website to your life, family or business.

My role is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment, and follow-through. I cannot predict and do not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through this Website, Blog, Social Media, or Session(s).

By signing this document on page 8, I consent that I have read, understand and agree to the above listed medical disclaimer.

I, _____, hereby confirm that I have read the above forms:

Terms & Conditions , Privacy Policy , General Disclaimer , Medical Disclaimer

By signing this form, I consent that I have read, understand, and agree to the above listed information and agreements in the various forms within this document.

Full Name:

Signature:

Date: