



## **CLIENT TERMS AND 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, please do not book an appointment or continue with your course of therapy.

### **FREE INITIAL CONSULTATION**

You may be offered a free 20 minute online initial consultation. No therapy will be provided during the consultation.

The purpose of this initial consultation is to determine if it would be beneficial for us to work together using Rapid Transformational Therapy to address the issue(s) you present, and if you are ready to do the work needed to bring about the changes you desire. During this call, an estimate of the number of sessions required to deal with your presenting issue are given on the basis of the information presented at that time. An estimate is only a rough guideline and is subject to change.

### **BOOKING AND PAYMENT**

Payment for a session must be made at least 24 hours before the scheduled session start time. When 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 fee before each scheduled session in order to confirm the appointment booking.

### **CANCELLATION, RESCHEDULING AND REFUNDS**

#### **Cancellation and Rescheduling**

If you must cancel or reschedule a session, please provide as much notice as possible. Notification must be made via email or phone call at least 24 hours prior to your scheduled session.

#### **Refunds**

No refund will be issued for a cancellation within 24 hours of your scheduled session.

Session fees are for my time and professional expertise and are not a guarantee of a successful outcome. No refund will be given for any session that you have attended and paid for the session.

When a discount package or therapy program has been booked and paid for in advance, if you choose to discontinue your therapy process before attending all the sessions, a pro rata refund will be issued after deduction of the full standard session fee for any sessions you have attended.

#### **Session Fees**

All professional fees will be disclosed to you prior to 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.

#### **Payment Methods**

Payment may be made online via credit/debit card or PAYPAL™. Cash and checks are not accepted without prior agreement.

## **CONTACT BETWEEN SESSIONS**

Any contact between sessions will be by phone, email or letter during office hours only, which are 9:00am – 5:00pm Monday - Friday. Any messages received outside of these hours will be responded to as soon as possible on the next business day.

## **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 about 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 will be seen in person and must be accompanied by a parent or guardian.

## **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 while driving, operating machinery or undertaking any other activity where concentration is required. Any recording provided is 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 use my best efforts and skills to work toward your goals and intended 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 practices 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 prescribed by your doctor. If you do attend any sessions under the influence of alcohol or recreational drugs, or demonstrate violent or abusive behaviour, I will cancel the session and may refuse to see you for further sessions without refunding any payment already made.

## **CONFIDENTIALITY**

All contact, including sessions, telephone conversations and emails, will be conducted in confidence and the personal hypnosis recording segment of the session will be recorded for your use. 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 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 AND INDEMNITY**

Under no circumstances will Diane Baker 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 Diane Baker. In addition, you agree to defend, indemnify, and hold Diane Baker 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 courts to settle any dispute which may arise out of or in connection with these terms and conditions.

## **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 Privacy Statement on this website. By booking an appointment, you signify your acceptance of this Privacy Statement. If you do not agree to this policy, please do not book an appointment. The terms of this Privacy Statement may change from time to time without prior notice to you, so please check my website periodically for any changes.

## **CONCERNS AND COMPLAINTS**

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

## **STATEMENTS OF UNDERSTANDING**

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

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

I understand that results may vary from person to person, and the agreement by Diane Baker 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 Diane Baker 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 Diane Baker 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 Diane Baker 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 MP3 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.

### **Scope of Practice**

I understand that Diane Baker 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 Diane Baker full permission to hypnotize me and to use Rapid Transformational Therapy<sup>®</sup>, 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<sup>®</sup> has an incredibly high success rate, Diane Baker cannot and does not guarantee results, since my own personal success depends on many factors that Diane Baker has no control over, including my willingness and desire to affect the changes inside of myself.

### **Audio Recording**

I give Diane Baker full permission to make an audio recording of the personal hypnosis segment of the session that may include my voice. I understand that if a recording is made during or after my session, Diane Baker retains full copyright over any forms of media that may be produced and distributed to me.

### **SIGNATURE**

Please sign and return this agreement to me or apply your electronic signature below before booking your first appointment.

### **CONFIDENTIALITY**

By signing this form, I consent that Diane Baker 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, Diane Baker may discuss aspects of my case with other colleagues keeping my full name and identity completely confidential, always unless I have given permission otherwise.

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**Signature of Client**

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**Printed Name of Client**

**Date:** \_\_\_\_\_