Fiona Hepworth DSFH, AfSFH, CNHC

#### Frequently Asked Questions and Terms & Conditions of Receiving Treatment

#### **Please Read This Document Carefully**

The frequently asked questions and related answers in this document establish the terms and conditions for treatment at Tree of Life Hypnotherapy.

Please ensure that these terms and conditions are fully accepted by you prior to attending subsequent appointments. If you feel you would require a change to your terms and conditions, please speak with me prior to our second session.

## **Signed Consent** (in line with the new General Data Protection Regulations (2018))

As the processing of your personal data is required to enable me to provide you with a service, I do not require consent from you to hold your information securely or to provide you with this service, but will take this opportunity to assure you I adhere to all laws and procedures relating to data protection (Article 9, paragraph 2, (h) of the GDPR) and will only use your data to provide you with this service and for any further reason you explicitly consent to below.

Please tick and sign below to confirm you consent to contact from Tree of Life Hypnotherapy for the purpose of;

Appointment reminders/rearrangements $\Box$	homework or discussion synopsis $\Box$
evaluation of s	ervice 🗆
reply to questions/enquiries from your	self via same contact method $\square$
Please tick to confirm what formats you agree for Tree	of Life Hypnotherapy to contact you with:
Text ☐ Phone call	☐ Email ☐
Signed	Date

Your privacy and confidentiality are important, and Tree of Life Hypnotherapy will never use your information for any purpose other than that to which you have explicitly consented to above. You may withdraw consent at any time by getting in touch via 07876 682393 or fiona@tolhypnotherapy.com

You can find my full list of Policies and Procedures on my website.

What is the General Data Protection Regulations, 2018 (GDPR) and how does it affect me? The GDPR replaces the 1998 Data Protection Act to ensure your personal and sensitive, confidential data is kept private and held securely, being processed in the way that you have agreed to. It is there to protect your rights as a consumer of a service or product that might involve your identifiable data, e.g. your name and address or whether you have a specific condition. It also covers any session records, text messages or emails we exchange. For more information your can read the policy documents accessible via your welcome information pack.

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## How long will you hold my information for?

I am regulated by the CNHC, an organisation that stipulates I must hold your data for 8 years after your final session. Unless you are a child, in which case I must hold your data until your 25<sup>th</sup> birthday, unless you are 17 when treatment ends and then I must keep it until your 26<sup>th</sup> birthday. Therefore, all records will be deleted in the January after the above retention scales. This is in line with NHS regulations for holding data.

#### What if I don't want my records to be held for that long?

Under the GDPR you can make a request in writing to me, for all your records to be deleted. In this case all your paper records would be shredded with a cross shredding machine and any electronic data such as emails or text messages would be permanently deleted from the devices they are stored on. I would have to save the request for deletion you made but would not save any other data. In some circumstances my insurance companies legal team may want to verify information I send out.

#### Why do you need to record this information?

I collect information about; why you are using the service, a small amount of medical information and a small amount of information about your important others, alongside brief session notes. This information enables me to provide a high quality service to you, ensuring I am equipped with the knowledge of our previous discussions prior to each session. Your contact details / address and Doctors details will only be used with your explicit consent, and to which a consent form will be supplied and signed.

#### What lengths are made to ensure my information is held securely?

Hardcopy documents – Are all stored in a locked cabinet.

<u>Text messages</u> – My work phone is secured with a pin code.

Emails - My email account requires a username and password.

<u>Email attachments</u> – Any attachments sent by email to you containing your personal information would be password protected and the password would be sent to you via text message. <u>Electronic documents</u> – Any electronic documents e.g. A letter to your GP, or an invoice, are password protected and stored on a password protected computer if they contain personal or sensitive information.

### Is what we discuss kept confidential?

Everything we talk about and all that takes place during our therapy sessions are strictly confidential. To ensure I am doing my job effectively and that I have the right support, I may discuss elements of our sessions with my supervisor. During these discussions I do not disclose any details that may identify you to my supervisor, and my supervisor also adheres to the GDPR. All that takes place within the therapy sessions is treated with respect, discretion and strict confidentiality. Confidential notes to assist with future treatment are kept in secure files at all times.

## What if I see you outside of the session?

If we see each other outside of a session I may smile but will not engage in any further conversation to ensure your confidentiality. You are welcome to share with other people about the therapy you are receiving, but I am obligated by GDPR law to ensure your confidentiality is protected. I would request that in order to ensure the success of your treatment, that you refrain from discussing your treatment with me outside of your sessions.

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#### What about other Health and Social Care Professionals?

As I adhere to the GDPR any contact, relating to you, with other health care professionals would only be made with your signed consent. E.g. If I were to write to your GP to notify them of your treatment with me, and then notify them of the treatment ending, I would only do this if you were to sign the specific consent available.

#### **Exceptions:**

In order to safeguard you and the people around you, if you were to disclose that you were going to carry out harm to yourself or someone else, then under my "Duty of Care" I am obligated by law to inform the relevant authorities. This is to support you to live well, and I would always aim to discuss this with you prior to contacting anyone.

If I was issued with a police warrant or required by a court of law for your information, then I would also have to provide them with your information.

#### Commitment

Clinical Hypnotherapy is a treatment that rely on the commitment and motivation from both the therapist and the client to get the best results. Part of the treatment occurs in the consulting room and part of the treatment is cognitive reflection or homework. As the client, when you agree to undertake a programme you also agree to engage with the process, complete any homework that you are given and listen to the audio at appropriate times. It is with commitment and working in partnership with your therapist that you will see the best results.

#### **Therapy Sessions & Fees**

Each standard session lasts approximately one hour to seventy minutes and the agreed fee per session is as stated on www.tolypnotherapy.com.

Fees are payable online at www.tolhypnotherapy.com. You may pay in advance if you wish, should there be a fixed number of therapy sessions; this may be subject to change from time to time, but any change in fees will be agreed between us.

## **Appointments**

You commit to attend the appointments that we make as your attendance is part of your commitment to the on-going programme and treatment.

#### **Arriving Late for an Appointment**

If you are running late, please let me know as soon as possible. I will do my best to make a full session available, but this often depends on appointments subsequent to your booking and so cannot be guaranteed. If your session needs to be curtailed due to your late arrival then the session fee remains payable in full.

#### **Cancellation Policy**

Once a session is booked, that time is yours. I reserve the right to charge in full for any cancellations with less than 24 hours' notice as it is highly unlikely the session can be reallocated

#### Holidays

If you are undertaking a longer course of treatment, please notify of any holiday breaks and I will do likewise. You will of course not be expected to pay for sessions when you are on holiday (some therapists do charge).

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#### Safety

All reasonable steps will be taken to ensure your safety physically and psychologically. I can refuse to see anyone under the influence of alcohol or non-prescribed drugs. You, as the patient, will undertake not to deliberately harm the therapist, the therapist's family and property for the duration of treatment and thereafter.

Name	
Signed	Date