Counselling Agreement

Arboretum Counselling
07539 127263
support@arboretumcounselling.com

Agreement Between:

Katrina Healey-Davis	and	_____
'Counsellor'		'Client'

Counsellor responsibilities

1. To be available at the agreed time and to start and end on time
2. To offer a quiet, appropriate and undisturbed space
3. To maintain safe, professional boundaries
4. To regard all contact and information as confidential unless:
   - as a result of agreeing a referral to a third party, such as GP or support service
   - the counsellor has reasonable doubt concerning actual safety of the client or others (including a child or vulnerable adult); or is concerned about the client's health/behaviour and the client is not able to perceive this;
   - the client discloses a serious crime, terrorism;
   - the counsellor is compelled to do so by a court of law

   If a situation arose in which the counsellor needed to break the confidentiality, she would endeavour to obtain the client's permission to do so first.
5. To encourage client autonomy
6. To work within the BACP Ethical Framework (available upon request) including regular supervision (see additional information below)
7. To be adequately trained: The counsellor holds an MSc in Counselling Psychology and has completed various courses relating to Solution Focused Therapy (SFT), Cognitive Behavioural Therapy (CBT), EMDR trauma and online and telephone counselling.
8. To review the therapeutic work and relationship regularly
9. In the unlikely event of the counsellor cancelling, an alternative appointment would be offered as soon as possible.
10. To endeavour to give the client at least two weeks prior notice of forthcoming holidays or breaks unless under exceptional circumstances.
11. When working online/ telephone, the counsellor will not electronically record sessions

Client responsibilities

1. To provide the minimum personal data requested by the counsellor to enable safe and professional practice (GP details, date of birth, emergency contact – all collected at the start of the first session).
2. To attend punctually. When working remotely (telephone/ webcam) the client will decide whether to initiate the session or the counsellor at the preagreed time and date.
3. To give a minimum of 48 hours' notice by email or text when cancelling/changing an appointment.
4. Communicating with the counsellor outside agreed counselling sessions to be limited to making, changing or cancelling an appointment unless by prior arrangement
5. To formally consent to the counsellor holding data and information relating to the client
6. To be respectful to the counsellor and her property. Aggression or abuse of any description will not be tolerated and the counselling session will be ended.
7. To discuss with the counsellor when ready to end therapy
8. To let the counsellor know when considering entering another therapeutic relationship.
9. To attend a session (by whatever medium agreed) without being under the influence of drugs or alcohol. The counsellor reserves the right to terminate a counselling session if she feels the client is under the influence of drugs, alcohol or other substances
10. When working online/ telephone, the client will not electronically record sessions

Counsellor Ethics and Supervision

As a member of the British Association of Counsellors and Psychotherapists and professional indemnity to practice and follow their ethical guidelines, the counsellor has a counselling supervisor with whom cases are reviewed on a regular basis. Client identity will be kept confidential at all times during those case reviews.

Data Protection

The counsellor needs to collect certain data from the client in order to facilitate therapy (as per the client information sheet) and to meet mandatory insurance requirements regarding therapeutic notes. The counsellor takes the client's privacy very seriously and will take all reasonable steps to ensure the protection of data. All notes and documents relating to counselling work are held securely, will only be seen by the counsellor (unless compelled by Law), and must be retained for five years after which they will be shredded. The notes are used as a reminder of topics discussed in sessions. These are unidentifiable using an allocated client code and are stored separately to client personal data. Contact details may be used in order to inform the client about appointments or to pass on information or resources that have been discussed in sessions.

Under the General Data Protection Regulations 2018, the client has certain rights. These are:

1. The client is allowed to see their notes. This is facilitated by making a formal request.
2. Records are kept for 5 years after termination of therapy and then destroyed.
3. Having their records amended (change of name and address)
4. Under GDPR, clients can request your data to be erased. However, there are exceptions to this.

Please note that if there is no data consent (by signing this contract), the counsellor would be unable to engage the client.

Complaints Procedure

The aim is that you the client will benefit from the work done together. If, however, the client feels that there is cause for complaint the BACP has a formal complaints procedure and they can be contacted on: Tel: 01455 883300; Minicom: 01455 550307, Text: 01455 560606 http://www.bacp.co.uk/

Personal crisis procedure

The counsellor cannot provide an emergency service for clients. If you find yourself in a major crisis and were considering serious self-harm it would be vital to get immediate help. If you are in need of urgent assistance, please contact your GP or GP out of hours number; dial NHS 111 or Get mental health help - NHS 111; or attend the nearest Accident and Emergency department.

This agreement and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

I have read, understood and agree to all of the sections of the contract detailed above, including the data protection.

Signed Client   …………………………..   Date……………………………

Signed Counsellor   ………………………………   Date……………………………