

# TERMS AND CONDITIONS OF TREATMENT/READING SESSION AGREEMENT

## BASIC TERMS AND CONDITIONS

### **TERMS AND CONDITIONS THERAPEUTIC AGREEMENT**

#### **BASIC TERMS AND CONDITIONS**

The present therapeutic agreement is between you (the Client) and xxxxxxxxxx the Practitioner assigned to you by the Balance Your Being Ltd (The Practitioner).

The present agreement abides by the GDPR legislation 2018. By commencing treatment/reading sessions, the Client (you) agrees to the following terms and conditions:

All new Clients are required to read and confirm the acceptance of the terms and conditions of this therapeutic agreement. Confirmation can be provided in writing via email. If written confirmation is not provided for any reason, then by starting treatment/reading session the Client agrees to the term & conditions of this agreement. The Client is required to respond in writing (via email) if s/he does not agree to the terms and conditions of this agreement.

Any insured or uninsured session cancelled or rescheduled by the Client with less than 24 hours' notice will be charged in full to the Client. All appointments for uninsured Clients (private) must be paid before or at the time of booking the appointment. Failure to do so will result in the Client forfeiting the session.

The Practitioner abides by the code of confidentiality of GDPR regulations. Identifying information, such as Client's name, address, biographical details and other description of a Client's life and his/her circumstances, will be kept private and stored safely.

Contact outside sessions is encouraged mainly for re-scheduling appointments. If there is a crisis you can leave a message by email or text and your Practitioner will contact you as soon as they are available. Please be mindful that Balance Your Being is not a crisis service. If you require emergency support please contact your GP, NHS 111 online service or 999.

For detailed Terms and Conditions, please see below.

## **CLIENT TERMS AND CONDITIONS**

### **JURISDICTION**

These terms and conditions are governed by and interpreted in accordance with English law. This applies to in person and online sessions. In the event of any dispute arising in relation to these 'terms and conditions or any dispute arising in relation to the Practitioner, whether in contract or otherwise, the English courts will have exclusive jurisdiction over such dispute.

### **DEFINITIONS**

- The 'Practitioner': The clinician assigned by Balance Your Being to offer therapeutic services.
- The 'Client': You
- The 'Insurer' or the Healthcare Provider
- 'Treatment/reading session' and 'Treatment/reading session session' is the time spent with the Practitioner who will apply your chosen method of treatment/reading session application and modality.
- 'Modality' is a model of study for therapeutic application. Mediations Treatment/reading session, Reiki Treatment/reading session, Crystal Healing are examples of therapeutic modalities.
- The 'Session' is the booked time slot and arranged time working with the 'Practitioner'.
- 'Presenting Issue(s) or 'Problem' is what the Client wants to work on with the Practitioner.
- The 'Goal' is the therapeutic goal created collaboratively with input from both the Client and the Practitioner and is what the Client would like to achieve as the desired outcome in treatment/reading session.
- The 'Desired Outcome' is the desired result of the work that the Practitioner and the Client work towards achieving.

## **1. FORMATION OF AGREEMENT**

**1.1** After booking an appointment by either telephone or email, the Client, in accepting the appointment, accepts the following conditions for the appointment: The Client agrees to the Practitioner contacting him/her via telephone. In the event that the Client prefers that the Practitioner does not use telephone contact, s/he must state this in writing via email or text.

**1.2** Booking: Appointments can only be made through discussion between the Practitioner and Client, via email or telephone correspondence. The Client may book ahead all his/her sessions (times/dates) via communication providing that these times/dates are not booked by other Clients, or s/he may book one session at a time.

**1.3** Appointments can only be secured once a deposit of 50% of the agreed total is paid by the client using any of the forms in section 2.

**1.4** The Practitioner requires the Client to be truthful and work in the best interests of the agreement between the Practitioner and the Client.

**1.5** The Client agrees to provide the Practitioner with all pre-session written work such as questionnaires (if applicable) as appropriate within the requested timeframe 24 hours prior to the booked session.

**1.6** Lateness: The Client is paying for the agreed time with the Practitioner and at the agreed location (physical or online). It is the Client's responsibility to attend the session on time.

**1.7** No refund will be given for any late arrival at the session under any circumstances. This includes emergency or unforeseen circumstances out of the Client's immediate control, as the 24 hours cancellation policy will still apply.

**1.8** If the Client arrives late, an extension of the agreed time or rescheduling the session will not be offered.

**1.9** The Practitioner is not required under any circumstances to go beyond the arranged session finishing time. The session may be terminated at the end of the arranged time even if the Client has not reached his/her desired outcome.

**1.10** The Practitioner will use reasonable care and skill in providing the service that the Client chooses. Clients are different and so is every treatment/reading session. There are no guarantees of successful outcomes.

**1.11** It is not the responsibility of the Practitioner to achieve the desired outcome for the Client. The desired outcome as an achievement of the goal(s) cannot be guaranteed or promised to the Client by the Practitioner. It would be unethical to provide a guarantee for a Client's treatment of treatment/reading session.

**1.12** If the Client is not satisfied with the treatment/reading session's outcome, there is no refund. Balance Your Being Ltd does not accept any liability in relation to the treatment/reading session and modalities used in session.

## **2. PAYMENT AND METHODS OF PAYMENT**

2.1. Payment can be in the form of cash, bank transfer, Paypal or Sumup before the start of the session or, preferably, via a bank transfer 24 hours before the session. Bank details will be given at the booking of the appointment.

2.2. Credit and debit cards are also accepted via Paypal or Sumup. The Client, however, is obliged to pay any related transfer fees per transaction. The Practitioner bears no responsibility for any transaction fees set by any third parties.

2.3. Failure to comply with payment requirements will result in the session being cancelled and the session will be made available to other Clients.

2.4. It is at the Practitioner's discretion whether to accept late payment.

2.5. Clients must be current with payments before booking a new session.

## **3. CANCELLATION POLICY**

3.1 Cancellations can be made via email or telephone including SMS by the Client, with a minimum of 24 hours before a session for a complimentary re-scheduling. 24 hours is exactly 24 hours prior to the arranged time – e.g., an appointment arranged for 2pm Monday must be cancelled by 2pm the day before.

3.2 Any cancellations within the 24 hour notification period will not be charged as long as this is the first cancellation by the Client.

3.3 Clients who make subsequent cancellations may be liable to a loss of the booking deposit.

3.4 If a Client would like to cancel a session before the 24 Hour cancellation period, the Client is expected to contact the Practitioner by email.

3.5 If a Client fails to give 24 hours notice of cancellation, s/he will not be entitled a refund of any monies paid to book the session. This applies under any circumstances including emergencies, illness, or any situations that are out of the Client's control.

3.6 Rescheduling before the 24-Hour deadline will allow the session fees to be carried over to the new appointment but under the same terms and conditions for cancelling.

3.7 Short Notice emergency sessions can be booked directly with the Practitioner in writing but under the same terms and conditions for booking/payments/cancellation period.

#### **4. REFUNDS**

**4.1** Booked Sessions by the Client must be secured with a 50% deposit before the session. No refund will be issued for any cancellations or missed appointments with notice less than 24 hours via telephone. This policy applies under all circumstances including emergencies, illness, or any situations out of the Client's control.

**4.2** The Client is expected to pay in full any cancelled or missed appointment with less than 24 hours' notice.

**4.3** If cancellation is received within the 24 hours' notice, the Client has no claim to this session time and the Practitioner reserves the right to offer this slot to other Clients.

**4.4** If the Client wants to arrange or rebook an appointment within the 24 hours cancellation period, s/he is expected to request this change via telephone. The Practitioner will try to offer an alternative appointment but cannot guarantee to accommodate the Client's request.

**4.5** The Practitioner will not terminate the session before its agreed time. However, if the Client desires to finish a session earlier than the agreed time, a refund for the remaining time of the session will not be given.

**4.6** The Practitioner can only offer an estimate of the duration of treatment/reading session based on her experience. This, however, is only an estimate and treatment/reading session can be extended or terminated based on the Client's needs and treatment's progress.

**4.7** Sometimes a client requires more time or less time than expected and this can only become known after treatment/reading session has started. If the Client is in any doubt at any point or has any questions relating to the agreed duration of

treatment/reading session, the Client must raise the appropriate questions with the Practitioner during an agreed treatment/reading session.

**4.8** The Practitioner reserves the right to terminate a session without a refund if it is considered that the Client is a personal risk to her or anyone else in office or in the building. The appropriate services will also be alerted in all cases of violence or personal threats.

**4.9** Personal threats, verbal or physical abuse and vandalism will not be tolerated, and the session will be immediately terminated. Subsequently, no refund or any monies will be given for the remaining time of the booked session.

**4.10** The Practitioner reserves the right to terminate the session if the Treatment/reading session is not considered in the best interest of the Client. The Practitioner reserves the right not to disclose the reason for the session's termination. In these circumstances, no refund will be given.

**4.11** When booking from outside the UK, the appointment time and further communication regarding the appointment are in the time zone of the Practitioner's current location. If the Client has booked in the wrong time zone, the Practitioner cannot be responsible for the error. This will be counted as a missed session and payable by the Client and not the Insurer if the Client is insured.

## **5. CONFIDENTIALITY, HEALTH AND SAFETY**

**5.1.** Confidentiality is agreed between the Client and the Practitioner. The Client is entitled to expect that the information they give to the Practitioner about themselves, and others will remain confidential. The Practitioner reserves the right not to disclose to any third party any information related to treatment/reading session sessions. This applies to all circumstances even at the request of the Client. Information can be disclosed only if it is required by law.

**5.2.** In line with UK law the Practitioner reserves the right to break confidentiality and disclose session information (notes, video or audio recordings) to any relevant third parties (e.g., GP, police, social services, legal services, emergency services) if in his/her treatment/reading session opinion the Client's safety is a risk to her/himself or to others or is at risk from others. The Practitioner reserves the right to break confidentiality and disclose session information to child protection services if in his/her treatment/reading session opinion there is physical or sexual abuse or neglect of any person under 18 years of age. Similarly, the Practitioner reserves the right to break confidentiality and disclose session information, if s/he believes that an elderly person or disabled person is being abused or neglected, to the

appropriate agency that handles abuse to elderly or disabled persons. Finally, the Practitioner reserves the right to break confidentiality and disclose session information to authorities if the Client discloses any involvement with terrorism and money laundering whether it is related to drug trafficking or any other serious crime.

**5.3.** If the Practitioner decides a confidentiality breach is necessary, she will endeavour to discuss this matter with the Client and any recommendations will be documented. If this discussion is not possible due to any limitations or unforeseen circumstances (e.g., time limitations, urgency of the matter, availability, illness), the Practitioner may have to proceed with the breach of confidentiality without prior notice to the Client.

**5.4.** By commencing treatment/reading session, the Client consents to video/audio recordings being made of these sessions and to these recordings being used to aid the work between the Practitioner and the Client. The Client has the right to refuse consent to video/audio recordings and must state this before the commencement of treatment/reading session.

**5.5.** Any material produced in the session (e.g., video/audio recordings, session notes, written homework, and psychoeducational material) is the Practitioner's intellectual property and copyright.

**5.6.** The Practitioner also always requires confidentiality of the Client. It is not permissible for the Client to disclose any written, recorded, or distributed correspondence/material related to the session, pre-session or post-session.

**5.7.** The correspondence and all treatment/reading session material shared between the Client and the Practitioner is to be used only by the Client. All written and verbal communication is issued and intended according to the Client's individual treatment plan. If the Client shares any recorded or written material that was intended for his/her exclusive use, the Practitioner accepts no responsibility for the material's effecting use on any third parties. Therefore, copying, reproducing or displaying this information publicly or electronically is not permitted.

**5.8.** The Client under no circumstances is permitted to record (video, audio) the session (on the phone or any other device) unless the Practitioner has issued consent in writing.

## **6. HANDLING, COLLECTION, STORAGE AND USAGE OF DATA**

**6.1.** Upon starting treatment/reading session, the Client's basic personal information will be collected for contact and identification reasons. These include the Client's full name, date of birth, next of kin, address, insurance membership number/authorisation code (when applicable), and GP details. If any of the Client's contact or GP information change during treatment/reading session, the Clients should inform the Practitioner in writing providing the new information.

**6.2.** Information is kept securely and confidentially in line with the data retention policy as stated above.

**6.3.** Session notes or personal details of the Client are kept in electronic form and paper form. Any paper notes are kept in a secure, robust, locked filing cabinet and stored within a secure building. All digital information is stored on a domestic computer, which is password protected and stored within a secure building.

**6.4.** The Client's information is kept for a period of up to 10 years following the end of treatment/reading session to comply with GDPR regulations

## **7. CLIENT'S RIGHTS**

**7.1.** The Client has the right to access the treatment/reading session notes. Beyond the treatment/reading session notes, any details held about the Client are for the Practitioner's own use and not shared.

**7.2.** The Client has the right to request a copy of the treatment/reading session notes that the Practitioner holds about her/him. If the Client would like a copy of some or all of his/her treatment/reading session notes, then the Client must email or write to the Practitioner via the contact details stated on the contact form on Balance Your Being Ltd.'s website or directly at **Bec@balanceyourbeing.co.uk**. Information will be provided to the Client within 30 days.

## **8. REVIEWS AND ENDING TREATMENT/READING SESSION**

**8.1.** The Client and the Practitioner will review sessions regularly depending on the Client's demand or as the Practitioner finds this appropriate.

**8.2.** The Client is not tied into any long-term commitment, and s/he may end sessions by giving 24 hours' notice in writing although a number of ending sessions depending on the length of treatment is recommended.



**8.3.** If the Practitioner considers the Client's needs are beyond the limits of his/her competence, the Practitioner reserves the right to terminate the arrangement. The Practitioner will discuss this with the Client in the session and further recommendations, if possible, may be provided.

**8.4.** If the Practitioner decides to end the therapeutic agreement with the Client due to unforeseen circumstances, she reserves the right not to disclose the reason for this decision. However, the Practitioner will endeavour to give a month's notice.

**INFORMED CONSENT**

By commencing treatment/reading session, I acknowledge that I have read the information above, and I agree with the terms and conditions of this agreement.