Our Contract

The Counsellor: David Wheatley

My contact details are as follows Email mrdpwheatley@gmail.com Mobile: 07393 848 176

Counselling is a deliberately undertaken activity and relationship requiring your commitment as well as that of the Counsellor. By signing this form, you have agreed to the terms and conditions. Both of us will keep a copy of this contract for our records.

- 1. <u>Aim of Counselling</u>: The aim of counselling is to provide you, the client, with a confidential opportunity to explore personal and relational issues in safety. My role to help you through this process without judgement or telling you what to do. I may on occasions give information or offer suggestions. If at any time I feel I can no longer help you, I will offer to refer you to someone who can.
- Counselling approach: I work in a person centred (humanistic) approach, which means you are viewed as
 your own best authority on your own experience and are fully capable of fulfilling their own potential for
 growth. It recognises, however, that achieving potential requires favourable conditions and that under
 adverse conditions, individuals may well not grow and develop in the ways that they otherwise could.

I am a member of the British Association of Counselling and Psychotherapy (BACP), membership number 00929413 and National Counselling Society (NCS) membership number NCS21-02477, see www.bacp.co.uk, and https://nationalcounsellingsociety.org/ I carry my own professional liability insurance and have been DBS checked. Sessions can either be face to face or online.

- 3. <u>Confidentiality:</u> It is my intention that the contents of our therapy are kept confidential in accordance with the BACP Ethical Framework. I believe it to be an important part of the therapy process that you feel able to discuss anything you need without fear of recrimination. However, this needs to be balanced with my ethical requirement to safeguard children or vulnerable adults. There may be times when the information you disclose is of such gravity that confidentiality cannot be maintained. In such a situation I would always try to discuss this with you before taking any further action. Examples would be:
 - where I believe that you pose a serious risk to yourself or to others.
 - where a child or vulnerable adult may be at risk.

Please be aware I have a legal responsibility to inform the police if I believe you are involved in money laundering or acts of terrorism.

I will not confer with your Doctor without your knowledge and permission, however if you are being treated by your Doctor for emotional difficulties, it is important that you inform him or her about your Counsellor, and vice versa.

- 4. <u>Supervision</u>: I receive regular supervision in accordance with the BACP Ethical Framework to provide the best possible service to you, however, I will not disclose your name or anything that would enable you to be identified. My Supervisor abides by the same standards for confidentiality and data protection.
- 5. <u>Sessions:</u> It is my preference to work with clients on a weekly basis. so where possible we will book a regular weekly slot however I appreciate your work /family commitments may mean this is not possible. Individual therapy sessions last 50 minutes. If you arrive late to a session, the session will still finish at the normal time, and I can decide not to go ahead with the session at all.
- 6. <u>Session Fees:</u> My fees are £35 per session or £20 unwaged. I also charge £10 per session for trainee counsellors. Fees are reviewed yearly, and any changes take effect on 1st Jan. Method of Payment is cash or by cheque at the conclusion of each session, where applicable.
- 7. Cancellations: If for any reason I must cancel a session I will aim to provide you with 48 hours' notice, and

you will not be charged for the session. Likewise, I will expect you to give me 48 hours' notice if you are unable to attend. Sessions cancelled at less than 48 hours' notice will incur the full sessional fee. You can inform me by phone, text, or email. You will not be charged for appointments missed due to illness provided you give me at least 24 hours' notice. In the event of a serious accident, emergency, or other similar situation outside your control, please deal with your situation first and notify me at the earliest convenient time.

- 8. <u>Termination:</u> I reserve the right to cancel a session if you attend under the influence of alcohol, drugs or non -prescribed medication. Aggressive or violent behaviour is not acceptable in the therapy room and will lead to the termination of our work. I also reserve the right to terminate your therapy due to non payments, if you miss two consecutive sessions, or if you have three non-consecutive missed appointments. If I feel it is likely to impact negatively on the wellbeing of either you or me, I would discuss this with you and identify appropriate alternative support.
- 9. <u>Endings:</u> You will normally know when you are ready to finish counselling and I understand that your life circumstances may suddenly change so you may at any point desire or be obligated to discontinue therapy. I ask that you give at least one weeks' notice before finishing so that you can have the chance to discuss your decision, but there will be no pressure on you to continue with counselling.
- 10. <u>Records:</u> Under the Ethical Frameworks, I keep client notes. Under the General Data Protection Regulation, you have the right to say what happens to the data that we keep. You have:
 - The right to be informed which is the purpose of this privacy information notice
 - The right of access you have the right to see the information that we hold
 - The right to rectification you have the right to request that we amend any personal data which is factually incorrect, misleading or incomplete
 - The right of erasure under certain circumstances, you have the right to request that we do not process your data for a limited period of time
 - The right to data portability under certain circumstances, you have the right to request that we transfer data that we hold on you to another individual or organisation of your choice
 - The right to object because the lawful basis that we use to process your data is Contract, you
 do not have the right to object to us processing your information.

If you would like to exercise any of your rights at any time, you can make the request in writing and I will respond to your request within 30 days.

If you believe that your information has been processed incorrectly or without your permission, you have the right to complain to the ICO. (www.ico.org.uk). Do you agree to me storing and processing your data? Please circle or highlight either Yes or No

- 11. <u>Contact between sessions:</u> You may contact me to rearrange appointments, however I am not a crisis intervention service. Should you need support between sessions, please contact your GP or one of the following organisations for help: www.mind.org.uk, www.samaritans.org.uk (Telephone: 08457 909090), www.depressionalliance.org, www.depressionanon.co.uk
- 12. <u>Face-to-Face contact outside sessions:</u> Should you happen to meet me outside of your session please be aware that I will not greet you. This is to protect your privacy and maintain confidentiality. This is especially important if you are with other people. If you acknowledge me openly, then I will respond in an appropriate, professional manner. Should you find yourself in a situation where you and I are part of the same group, either social or professional, serious consideration will be given to the complications of this dual role relationship. Where appropriate, and possible, I will withdraw.
- 13. <u>Social Media:</u> Please do not invite me to join you on any social media. I am not permitted to do so under the BACP Codes of Ethics, and refusal can cause offense where none is intended.
- 14. Complaints: Should you wish to make a complaint about the service you have been offered please contact

the BACP at www.bacp.co.uk or NCS at https://nationalcounsellingsociety.org/

Client's Name:

Client's Signature:

Counsellor's Signature:

Date:

Date: