

AGREEMENT FOR THE PROVISION OF COUNSELLING SERVICES BETWEEN JOANNA BENFIELD ("I" or "me" as context requires) AND THE SIGNATORY ("you")

1. Introduction

This agreement is intended to set out my roles and responsibilities as your therapist, as well as your responsibilities as a client whilst undertaking therapy. I will discuss this contract with you in our first session.

2. Availability

Therapy sessions can take place between 12pm and 7pm on Monday to Friday, and 9am and 2pm on Saturdays. Each session lasts for 50 minutes. If you are late for the session, it will not be possible to extend the session beyond the agreed finishing time.

3. Confidentiality

Respect for client confidentiality and privacy are of utmost importance. All of our work together will remain confidential *except* in these circumstances:

- I receive regular supervision (as do all therapists registered with BACP and COSRT) with another qualified and experienced therapist. Should I take aspects of my work with you to this supervision, I will refer to you by your first name only. My supervisor is also bound by a code of ethics regarding confidentiality.
- If I become aware that there might be a risk of harm to you or that you might be about to harm yourself or another (especially a child), I will take appropriate action which may break our confidentiality. As far as reasonably possible, I will attempt to seek your permission before taking such action, but may have to do so without it.
- I may also be required to disclose information you share with me if there is a legal requirement upon me to do so. This may be the case if I receive a request from a court or in an instance in which failure to disclose such information could lead to or support a criminal act. Certain criminal acts (for example The Terrorism Act 2000 or the Drug Trafficking Offences Act 1986) prevent me from telling a client that I have disclosed information to the authorities.
- When working with a couple, the confidentiality agreement is a three-way one, i.e. the information that each member of the couples shares in any individual sessions can be drawn upon in subsequent joint work.
- Clients referred by other agencies such as general practitioners: letters may be written at the start and end of our work to inform the referrer of progress, and at other times if changes occur or medical intervention is required.
- If needed to facilitate the management of the delivery of counselling services, the collection of fees or the management of any complaint.
- In the event of my death or mental or physical incapacity, my Professional Executor will contact you to inform you of this. This person is another psychosexual and relationship therapist working to the same code of ethics as I do. They will only have access to your contact details and will not be able to see any additional information about our work together. The executor is bound by the same rules of confidentiality as myself.

4. Safety

You will not physically harm yourself or me, or cause damage to property during the course of your appointment. You are requested not to bring children or pets to therapy sessions. If you arrive under the influence of alcohol or drugs, it will not be possible to proceed with the session, but the full fee for the session will be payable.

5. Payment

Sessions cost £95 (Kingston) or £125 (Central London). Payment is made at the end of each session either in cash or by credit/debit card.

6. Cancellation and Rescheduling

If you are unable to attend a scheduled appointment, please notify me by email or telephone up to 48 hours before an appointment. In such cases, there will be no charge for the session. If the cancellation occurs within 48 hours of the appointment or you do not attend the appointment, the normal session fee will apply.

When a session has been scheduled with a couple, the session will only begin once both members of the couple are present. It will not be possible to proceed if only one member of the couple attends (although the full fee will still be payable), unless this has been agreed with both clients and the therapist in advance.

7. Data Protection

I am registered with the UK Information Commissioner's Office as a registered data holder (Registration Number: Z3385940) and am the Data Controller for purposes of the UK Data Protection Act 1998 ("the Act"). Computer records of client details are kept within a secure system. Background notes of sessions and content may be kept on file as a memory aid and to monitor progress. These records are subject to the provisions of the Act and are kept secure, private and confidential, except as indicated in paragraph 3 above. Further information can be found on: <https://ico.org.uk/about-the-ico/what-we-do/register-of-data-controllers/>

In order to work effectively and safely, neither you nor I will attempt to record a session or part of a session without prior permission.

Sometimes, permission is asked by clients, their solicitors, the police and the courts to access client records. As these records are not suitable for use in legal proceedings, I reserve the right to resist legal requests to produce these in court. Any request to provide a written report made by the aforementioned will be considered on a case-by-case basis, on receipt of written consent by you to the request. Any report so provided will not refer to specialist diagnosis or other matters outside my training and will be restricted to brief details of attendance dates and numbers of sessions attended.

On rare occasions, you may wish to exercise your rights under the Act and make a subject access request in respect of your personal information held by me. If the counselling service is provided to more than one person, such release will only be undertaken if permission is given by both individuals involved in the counselling. Any such request should be put in writing to me. Enclose a cheque to me for £10 and provide evidence of your identity and proof that your address is the address to which the information is requested to be sent. Within 40 calendar days of receipt by me of the request, fee, and other required proofs, I will respond, usually in the form of a schedule listing and describing the personal data held by me on you. By signing this agreement, you acknowledge that you understand and agree to this subject access policy for counselling notes.

8. Ethical Practice:

I am a member of the College of Sexual and Relationship Therapists (COSRT) and the British Association of Counselling and Psychotherapy (BACP). I adhere to the codes of ethics of both organisations. Further details can be found here:

COSRT: <http://www.cosrt.org.uk/ethics.asp>

BACP: http://www.bacp.co.uk/ethical_framework/

If you have a complaint about my work, this should be addressed in the first instance to me. I hope that we will be able to resolve it successfully, but if this is not the case, it can then be taken up with one of the above organisations.

The material discussed in therapy may have sexual content. From time to time sexually explicit images and materials may be used as part of the therapeutic process.

9. Contact outside of Sessions:

Contact outside of sessions shall be limited to administrative matters, such as the scheduling of sessions. Contact can be initiated by telephone, text or email within normal working hours. No contact will be made or accepted through social media, in order to respect the privacy of both the client and the therapist.

If we inadvertently meet outside of sessions, I will not initiate any contact with you, in order to respect your privacy. It is your choice as to whether you wish to acknowledge me, and if you do so, I will respond in the same manner.

10. Ending Therapy:

The duration of the therapy will depend upon the nature of the difficulty or problem that you are facing. If you decide to end therapy, I would kindly ask you to give at least two sessions notice of your intention to finish. This allows for a proper ending, a discussion of how you can continue to support yourself, and the attempted resolution of any ruptures in the therapist-client relationship. Extended breaks in our work are not encouraged but can be negotiated.

If a conflict of interest occurs once therapy is underway, I will discuss the concern with you and where possible, refer you to another therapist.

11. Legal Basis

The delivery and management of the counselling services under this contract is deemed to be delivered within the United Kingdom, whether the counselling services are delivered through a meeting in person in the United Kingdom or through electronic or telephonic means (for example, FaceTime, Skype or WeChat) and this contract is to be interpreted and governed under and by the laws of England and Wales.

By signing this, you agree to and to be bound by the terms of this agreement and consent to the use described in the agreement of personal data in accordance with the Act for the purposes of delivering and managing the delivery of counselling services to you.

Name of client (please print)

Signed

Date