



Sussex Virtual Office 49 Station Rd Polegate East Sussex BN26 6EA

## TERMS AND CONDITIONS

### ***Payment***

Payment will be taken a minimum of 48 hours in advance for all appointments booked (this includes full payment for packages) via the website booking system. Unpaid appointments will be cancelled 48 hours prior. Initial consultations incur a fee, this is non-transferable and non-refundable. mindAbility will endeavour to give notice where possible in terms of holidays or of any other need to cancel a future appointment.

### ***Cancellation and missed session***

If you are unable to attend your appointment, please let us know as soon as possible. We will endeavour to offer you an appointment within 7 days. The required notice for cancellation is **48 hours**. If there is less notice, or if you fail to attend your appointment, the full fee will be charged. We hope clients appreciate it is rarely possible to fill these appointments at such short notice, which is why we are obliged to charge for the Therapist's time.

### ***Confidentiality***

Confidentiality is an integral part of hypnotherapy and is essential to building the therapeutic relationship. The therapeutic process encourages the client to be as open and honest as possible. Inevitably personal experiences and sensitive information is disclosed. It is vital the client can trust that discussions will remain confidential. Information will remain confidential unless both the client and therapist agree for disclosure with a third party. The only circumstance where confidentiality will be broken would be if there was a serious risk to the client's life or if another person's life was at risk; alternatively, in the rare instance where the therapist was liable to civil or criminal court proceedings if they did not disclose client information. If possible, this would be discussed with the client beforehand to safeguard client confidentiality.

### ***Clients under 18 years of age***

Clients who are under 18 years of age and who wish to undertake hypnotherapy are entitled to the same level of privacy as their adult counterparts. Clients under 18 will require the written consent of a parent or guardian. Any clients under 18 years of age will have their files retained until they reach the age of 25, in line with medical industry guidelines.

## ***Online Therapy***

Online therapy from mindAbility requires the same consent as in person therapy, and those wishing to undergo online therapy will be expected to complete the same consent forms.

## ***Handling of Personal Information (GDPR compliance)***

mindAbility holds all records securely and ensures the utmost confidentiality in the treatment of any information held about its clients. No information will be disclosed without the client's express permission, except under certain rare legal circumstances (outlined above). mindAbility subscribes to the AfSFH code of ethics Hypnotherapists. Copy of this code is available on request. The mindAbility practice is fully insured for professional liability and maintains regular supervision.

### *The GDPR identifies the following individual rights:*

- To know what information is held about you and the measures taken to protect your privacy
- To access your information (Written request to be sent to [asha@mindability-hypnotherapy.co.uk](mailto:asha@mindability-hypnotherapy.co.uk). The initial access is free and subsequent access will be charged at the hourly appointment rate)
- To amend or rectify information if recorded inaccurately
- To withdraw your consent to use your personal information
- To identify specific contexts where you do not wish to receive communication
- To request permission to transfer your information to a third party
- To erase your personal data (There is a legal obligation to hold records for a minimum of 7 years and will be securely destroyed after this)
- To use the data provided for the stated purpose only. If it is my professional opinion that there is an immediate risk of harm presented to you or to others by not disclosing information, the 'greater good' rule will be applied, and confidentiality will no longer be paramount. In these instances, I may be required to contact your GP other appropriate third parties. Only information to ensure your safety or that of others will be shared. Data can be disclosed without your consent for the prevention or detection of a crime.
- Not to be subjected to automated-decision making including profiling.

### *Storage of Data:*

Information is received at mindAbility in many forms including but not limited to text messages, via the website, in person, social media, voicemail and email.

The personal data is then secured using the following mechanisms:

- Written data is stored in a secure locked storage unit.
- Electronic information is stored on password protected devices (including business phone and laptop).
- If you have agreed to participate in CORP research programme, data is anonymised prior to be entered onto a specialist software package linked to the database.
- All social media accounts including Facebook are password protected and accessed via password protected devices (mobiles or laptops).
- Voicemail is linked to a business phone and is password protected
- Internet security measures

Personal data will be stored on servers within the European Economic Area (EEA). The GDPR restricts data transfers to countries outside the EEA in order to ensure that the level of data protection afforded to individuals by the GDPR is not undermined.

### Legal basis for processing the data

- There is consent of the data subject from the online opt-in
- Legitimate reasons where individuals are seeking therapy and is necessary to carry out the task
- Legal obligation where insurance and governing bodies require personal data to be held for a minimum period.

### Sharing of Data:

Your personal data will not be shared without your permission unless there is legal duty to do so. This has been outlined in Client's Rights section.

Your data maybe shared with service providers in order to complete administrative tasks such as sending you appointment reminder message via social media platform or to process financial transaction. These services will have access to limited relevant information to provide the required service on the company's behalf. They are not entitled to use the information for any other purpose. Any service providers will adhere to GDPR and ICO regulations.

The Code of Conduct as set out by the Association for Solution Focused Hypnotherapists (AfSFH) requires regular supervision, this includes case discussion. This does not require disclosure of names and therefore individual identities remain protected.

Your information will remain confidential unless you have given explicit permission to share (with the exceptions identified above).

Express written permission will be required to share testimonials, and can be withdrawn at any time.

Clients under the age of 16 are entitled to privacy, please refer to the guidance note in relation to working with young people.

### Data Breaches:

Where a data breach occurs and results in the potential risk to the individual's rights and freedoms including but not limited to financial loss, loss of confidence, damage to reputation or any other social or economic disadvantage, the ICO and the individuals will be informed within 72 hours. All other breaches will be reviewed internally and recorded and held indefinitely.

If you have any questions, please contact the Data Protection Officer, Asha via the 'Contact Me' page via Mindability website or by phoning 07902 580 703.

### **Disclaimer**

The content of the mindAbility website is intended for information only. Whilst utmost care has been taken writing the information, we cannot guarantee its usefulness or accuracy. We accept no responsibility for any decisions made and accept no liability for any loss or damage based on the information found on the website. Anyone using information offered on the website does so at their own risk and will be considered to have taken full liability and responsibility for any damage or injury arising from its use.

I understand and agree to abide by the terms outlined above (to be signed by Parent/Guardian of those under 18). By signing this document, you have confirmed reading and agreeing to the policies, terms and conditions.

Signed

X

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Print Name

X

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Date: 16/08/2020