



### **Healthy Mind Psychology's Business Terms**

These Business Terms are the standard terms which apply to the services we provide to you [or your child] (known as the "Services"), by us, Healthy Mind Psychology (trading name of Dr Amber Johnston) whose business address is 3 Swan Road, Seaton EX12 2US (known as the "Practice", also referred to as us/we/our).

Please read these Business Terms carefully and sign at the end to indicate your acknowledgement and acceptance. If you have any questions on any part of this document, please do not hesitate to ask before signing.

#### **Professional Information:**

- All doctoral-level Psychologists working at the Practice are registered with the United Kingdom's Health and Care Professions Council, (HCPC). All Psychologists practising within the UK must be registered with the HCPC. In order to maintain their practising registration, all Psychologists must continue to demonstrate compliance with a range of HCPC minimum standards of conduct, performance and ethics. [www.hcpc-uk.org](http://www.hcpc-uk.org).
- All Services offered by the Practice are delivered under the regulations in law as specified by the HCPC in the United Kingdom.
- Most of our Psychologists are also chartered by the British Psychological Society <https://www.bps.org.uk> and abide by their code of Ethics and Conduct, <https://www.bps.org.uk/news-and-policy/bps-code-ethics-and-conduct>

#### **Consultations and Appointments:**

- Consultations shall be by appointment only. Details of the consultation timings, length and fees shall be made available to you in advance of the consultation.
- Each session is considered a "50-minute hour," which entails 50 minutes of face-to-face session with 10 minutes to complete administrative tasks.
- Initial appointments can be made by emailing or telephoning the practice.
- Subsequent appointments can be made during your consultation with us or by telephone, email or SMS.
- If you know you are going to be late for an appointment, you should contact us to tell us. If you are late to a session, the session can commence but you will be charged full fee, and the session will end at the normally scheduled time. However, if we decide the session cannot commence, the appointment will be treated as cancelled without notice by you and you may be charged (See Cancellations below). This is the case no matter whether the appointment is for a face to face, online, or telephone session.

### **Online Sessions:**

- Sessions may be provided online via a pre-agreed livestream service (for example Zoom, Teams, WhatsApp, Skype).
- When using a third-party supplier for online sessions your personal and special category data will be treated in accordance with our Privacy Policy.
- If we provide any of our Services as a livestream, we will use all reasonable endeavours to start at the time scheduled. If the start is delayed by circumstances beyond our control, we will not be liable for any such delay.
- In some limited circumstances, we may need to suspend the provision of an online session for one or more of the following reasons:
  - (i) To fix technical problems or to make necessary technical changes;
  - (ii) In the event of illness or other circumstances beyond our control.
- In the event of any of the circumstances listed above occurring, then we will use reasonable endeavours to give as much notice as possible to you.
- We will not be liable to you for any costs or losses incurred by you as a result of using any third-party online provider for the purposes of attending a session virtually with us. You should make yourself familiar with such providers own terms and conditions and privacy policy.
- Ahead of your online session, we ask you to plan where in your location you will sit for the meeting. It is important that the connection to the internet is as strong as possible.
- It is important that you ensure the space is private and that you cannot be interrupted or overheard. You are strongly encouraged to make any necessary arrangements with anyone you may normally share the location with to ensure that your protected space can be achieved.
- Wearing earphones attached to your mobile, laptop or tablet device is helpful in blocking out “feedback” noise and ensuring extra privacy.

### **Recording of sessions:**

- To maintain our high-level professional accreditations, we are required to audio or video record some therapy sessions to be discussed within our clinical supervision. It is important to note that there is no expectation or requirement for you to agree to this, but please let us know if you would feel happy for your session to be recorded for this purpose.
- You must not record the session without discussing and agreeing this with us first. It is not permitted, under any circumstances, that any agreed recording is shared with others or on any social media platform.

### **Cancellations:**

- You may cancel an appointment without charge if you give us at least 48 hours in working days prior notice. If you do so, we will refund you any sum you paid in advance. For example, cancellations for appointments on Tuesdays should be communicated to us on Fridays.
- Any cancellations made with fewer than 48 hours’ notice will be charged at the full rate. This is the case no matter whether the appointment is for a face to face, online, or telephone session.
- We will always try to arrange for another client to attend to avoid you having to pay the cancellation fee. However, it is not usually possible to book another patient at such short notice. If you cannot attend in person, an online or telephone consultation will be offered instead.

- Cancellations with fewer than 48 hours' notice, or failures to attend are likely to be counted as one of your designated appointments, where funding is via a health insurance company, your employer or is provided as part of a legal process. You should check with your health insurance policy to ensure you know when they will and will not cover your costs.
- We may cancel an appointment booked by you at any time before the time and date of that appointment in the following circumstances:
  - (i) The required personnel and/or required materials necessary for the provision of the Services are not available; or
  - (ii) An event outside of our reasonable control occurs.
- **Bookings made via telephone/email/website.** Where the contract we make with you is made over the telephone or via email/online booking, the law gives you the rights set out in this paragraph, and they will be in addition to the rights given to you by the above provisions of this section. You may for any reason cancel an appointment made in this way during the 14 day period after we accept the booking. However, if the appointment is on a date which is before the end of that 14 day period and if you have expressly requested us to provide Services at that appointment and we do so, you may not cancel that appointment and you must pay for it in accordance with these Business Terms. If you request that your appointment be cancelled, you must confirm this in any way convenient to you. If you cancel as allowed by this paragraph, and you have already made any payment(s) to us for the appointment, we will refund the payment(s) to you within 14 days of receiving your cancellation.
- If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside our control, we will not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

### **Third-party venues:**

- Face to Face sessions are held at Circle Hospital, 100 Drake Way, Reading, RG2 0NE. You agree to comply at all times with the venue's policies and rules about the venue (particularly fire safety and health and safety rules).
- We may also do home visits but this will be discussed and agreed prior to this arrangement.
- You are responsible for your own belongings that you take to a Session. We will not be liable for any loss, damage, theft or destruction of any of your belongings.

### **Fees & Payment:**

- You must pay for all Services in accordance with our current price list upon completion of provision of those Services.
- Payment of our fees will be due or invoiced at the end of each calendar month for all consultations held during that month. We will let you know when you make the appointment when the fee for that session will be due and payable.
- You may pay us for Services (and for any deposit or other advance payment on account of that payment) using any of the following methods:

By BACS transfer to the following account:

Name:	Healthy Mind Psychology
Bank:	Barclays Bank
Sort Code:	20-11-43

Account Number: 13970647

- Clients are requested to use the invoice number on the invoice, so that the payment can be easily identified.
- All prices of Services shown in the price list are exclusive of VAT (which is not chargeable unless we notify you otherwise).
- We may alter our prices without prior notice. Increases made between the time when you book an appointment, and the date of the appointment will not apply to your appointment on that date.
- Chasing unpaid invoices attracts an administration and interest charge of 8% above the Bank of England base rate from the due date until the final settlement date. We may suspend the provision of our Services to you in the event that any due fees remain unpaid.

### **Medico-Legal Funding:**

- For clients attending therapy as a result of a personal injury or medical negligence claims process, funding will normally be provided via their legal representative. We will invoice and collect payment from the legal representative unless otherwise agreed.
- We will invoice for missed or late-cancelled (fewer than 48 hours' notice) appointments unless under exceptional circumstances. Payment for cancelled appointments or for any failure to attend without prior notice may be the client's own responsibility. We advise Medico-Legal clients to check with their legal representative what the arrangements for payment are in the event of missed or late-cancelled sessions.

### **Funding via Employer:**

- For clients attending therapy through a direct arrangement with their employer or the employer's representative, we normally invoice and collect payment from the employer or the representative unless otherwise agreed.
- Invoices are sent monthly to the employer or representative. Payment for cancelled appointments or for any failure to attend without prior notice may be the client's own responsibility. We advise clients to check with their employer or their representative what the arrangements for payment are in the event of missed or late-cancelled sessions.

### **Private healthcare funding**

- Our Psychologists are registered as clinical practitioners with a number of healthcare providers including Bupa, AXA, Aviva, Vitality, WPA, Cigna, and Healix. Each provider and every healthcare plan has different rules and regulations of engagement. As the insurance policy holder, you are responsible for checking with the insurer how many sessions will be funded and whether you have the responsibility to part-pay the fee.
- If the Services are being covered by your private healthcare insurance (e.g. AXA, Aviva, BUPA, etc.) please provide the name of the insurance company, your policy number and authorisation code when booking.
- We are not party to any contract between you and your insurance provider.
- Please note that some insurance companies will not pay for any missed/cancelled appointments, and in such circumstances, you will be fully liable to pay the full costs to us (see above). You should check your health insurance policy to ensure you know when they will and will not cover your costs.
- If you are obliged to pay any excess or part payments as part of your health insurance policy, then these will be paid by you directly to us as per the terms set out in the Fees & Payment section above.

- In cases where your treatment is being covered in full by a health insurance company then payment of our charges will be made by your health insurance company and the payment terms in this section will not apply to you except for missed treatments (see above).

### **Confidentiality:**

- The information discussed in our consultations and appointments with you are of a confidential nature. We provide a safe place in which you [and/or your child] can share your feelings and thoughts with us.
- Our commitment to client confidentiality is not affected by who pays for the service provided by us.
- We will ensure that any confidential information you [and/or your child] disclose to us shall not be disclosed to any person except as permitted in this section.
- We may disclose confidential information relating to you [and/or your child]: (i) to our employees, advisers, other healthcare professionals or social agencies who need to know such information for the purposes of carrying out our Services to you; (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and (iii) if the clinician believe there is imminent attempt that you are at risk of harming yourself or others, in which case we are entitled to report this to the relevant organisation. Where possible any breach of confidentiality related to risk of harm will be discussed with you [and/or your child] first.
- You have rights to confidentiality when attending a psychology session, though there are also limitations:
  - If you reveal serious, imminent intent to hurt yourself or others, or if you reveal knowledge of abuse to others including children, the vulnerable or elderly, even if this is historical abuse when a perpetrator has not been reviewed by authorities, I am legally obligated to act, which may require breaking of confidentiality for these specific purposes.
  - If you reveal knowledge of terrorism-related activities, I am obliged to act. It will be at the discretion of myself as a treating clinician and organisational policy as to when sufficient concern has been met to warrant a break in confidentiality.
  - Any break in confidentiality will be done so according to the best practice and ethical guidelines of governing bodies such as the British Psychological Society, HCPC and the ICO. I will always seek your consent before breaking confidentiality if required, though I may be obliged to act anyway. You will be notified of any action taken.
- At your first session we will discuss the limitations of confidentiality, though all breaches of confidentiality will be made for the purpose of keeping you or others safe and with great consideration of the necessity and the consequences. Should it be appropriate to share your details or case information with a third party, this will be discussed with you beforehand with written permission sought. The exception to this may be when you are being funded through private insurance companies or a medico-legal company, with which your agreements to confidentiality with those parties should be explained and agreed between you and that funder. Please be aware that I will likely have requests for information about your case from these sources. When a third party is involved with information sharing, only necessary information required for their purposes will be divulged and will be discussed with you beforehand.
- We shall not use your confidential information for any purpose other than to perform our obligations under these Business Terms.
- We shall ensure that any person to whom we disclose your confidential information to in this section also comply with these confidentiality obligations.
- It is a requirement for all Psychologists to have regular Clinical Supervision sessions in which they discuss their work in a safe confidential space with an equally or more experienced colleague. All work that is discussed in these sessions is completely anonymised. Supervisors are bound by the same professional

and ethical regulations as our practitioners and do not discuss clinical material outside of the supervisory context.

### **How We Use Your/the Patient's Personal Information (Data Protection)**

- We will only use your personal information as set out in our Privacy Policy on our website at [www.healthymindpsychology.co.uk](http://www.healthymindpsychology.co.uk). If you do not have access to the internet, we can provide you with a printed version of our Privacy Policy.
- We are registered as Data Controllers with the UK Information Commissioner's Office (ICO) as required by the Data Protection (Charges and Information) Regulations 2018.

### **Note keeping:**

- Notes are made after each session in order to recall information and support our work together. Notes about your session will be kept by myself, in writing, in a secure location, or within my possession when outside of this location according to the Data Protection Act (2018). No one will have access to these notes without your written permission unless for specific legal purposes. Notes are not kept on a computer unless a specific report summarising your treatment is required for; funding purposes, at your request or to another professional involved in your care.
- These will be kept as electronic password-protected documents on a password-protected computer.
- We retain ownership of notes, but we are happy to discuss their contents with you and you also have a right to access them formally. Should you wish to do this, please contact us in accordance with the Your Rights section of our Privacy Policy.
- It is possible for the courts to access notes should they need to in relation to a matter of public interest. In this unlikely event, you will be informed before the notes are released.
- If we need to send emails that contain detailed information about you (for example to yourself, a third-party funder or to your GP), we will attach the information as a password protected word document, with the password sent separately. We encourage you to do the same if you need to email us detailed information.

### **Limitation of Liability:**

- We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Business Terms or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when a contract with you is created. We will not be responsible for any loss or damage that is not foreseeable.
- We provide all Services only for your personal and private use/purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- Nothing in these Business Terms is intended to or will exclude or limit our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
- Furthermore, if you are a "consumer" as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Business Terms is intended to or will exclude, limit, prejudice, or otherwise affect any of our duties or obligations to you, or your rights or remedies, or our liability to you, under the Consumer Rights Act 2015; the Consumer Contracts (Information and Additional Charges) Regulations 2013; the Consumer Protection Act 1987; and any other consumer protection legislation.

- For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.
- The Practice does not recommend or make any representation about the efficacy, appropriateness or suitability of any treatments, services, or opinions. We cannot guarantee any outcome nor promise to provide a diagnosis.

### **Changes to these Business Terms:**

- We may from time to time change these Business Terms without giving you notice, but we will use our reasonable endeavours to inform you as soon as is reasonably possible of any such change.

### **Complaints and Standards:**

- We are committed to providing as helpful and compassionate a service as possible to meet the needs of all our clients.
- We always welcome feedback from our clients and, whilst we shall use all reasonable endeavours to provide a high standard of service, care and treatment to all clients and patients, we nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about our Services or any other complaint about us, please raise the matter with Hannah Baxendale, Practice Manager who can be contacted at [hannah@healthymindpsychology.co.uk](mailto:hannah@healthymindpsychology.co.uk).
- If this is not possible, or should you feel you would like to take the matter further, you can contact the British Psychological Society for further advice. <https://www.bps.org.uk/submitting-complaint>
- You may wish to raise your concern directly with the Health and Care Professions Council, should you feel you have encountered an issue of fitness to practise. This can be done by following this link: <https://www.hcpc-uk.org/concerns/raising-concerns/>

### **Crisis management and emergencies**

- The type of psychological work offered is not suited to managing emergencies or crisis. If you require urgent help between appointments then please contact your GP, use the NHS 111 service for advice, phone 999 or attend A&E. You can also contact the Samaritans' anonymous helpline on 116 123 or Childline on 0800 1111 (for those under 19 years). It is possible that if your clinical presentation escalates to a seriousness where we cannot safely manage the risk, we will need to contact your GP, local crisis team, or other emergency services to request more suitable emergency/crisis services. It is possible we may not be able to continue to treat you until your presentation stabilises and we can ensure your safety under the limits of our treatment capacity.

### **Leave**

- We will give you a minimum of 2 weeks' notice of any planned leave dates when our Psychologist will be unavailable.
- We require, where possible, 2 weeks' notice of any planned holidays from you.

### **General**

- We reserve the right, at any time, to withdraw therapy and our Services to you based on clinical judgement. In such circumstances, any advance payments will be refunded for any Services not provided.
- We will not undertake any procedure that is in conflict with any law in force, any voluntary or mandatory code or practice, or any similar rules, regulations or codes.

- We insist that we do not meet you or your child face to face if you are experiencing symptoms of an infectious illness, e.g., coronavirus, chest infection. Online or telephone sessions can be arranged in lieu, should you or your child be well enough.
- Appointment times or other queries can be clarified by contacting your psychologist directly.
- If you need to contact us between appointments, please do so by email or telephone. We do not provide therapeutic support outside of therapy sessions. Our working hours are Monday-Friday 9am-5pm. We aim to respond to emails/voicemails within 48 hours.
- We are required to ensure that certain information is given or made available to you as a Consumer before we make our contract with you except where that information is already apparent. This information is included in these Business Terms or will be made available to you before we accept a booking from you. All of that information will be part of the terms of our contract with you.
- If you have any questions regarding these Business Terms, please do not hesitate to discuss with us, either in a session or by contacting us.

### **Termination of Services**

The aim is for services to be terminated through mutual agreement according to the treatment plan jointly created and agreed. Should a patient not formally close treatment but fail to book a session within six months of the previous session, treatment will be formally closed. I reserve the right to end treatment should I deem myself unable to continue to treat you for reasons to do with the limits of my clinical ability or expertise, an inability to agree on a treatment goal, or my concerns regarding the limits of Healthy Mind Psychology's practice from ensuring your safety. I aim to discuss these decisions with you and to point you in the direction of continued support should this be required. All patient details and notes will be stored securely for seven years following the termination of service, in line with storage guidelines from my professional organisations.

### **No Waiver**

If a party fails to enforce a right under this Agreement, that is not a waiver of that right.

### **Severance**

- If any provision of these Business Terms is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of these Business Terms and the remainder of the provision in question shall not be affected.

### **Governing law and jurisdiction**

- These Business Terms are subject to the laws of England & Wales and the jurisdiction of the English Courts.
- As a consumer, you will benefit from any mandatory provisions of the law in your country of residency.