



Healing Roots Counselling & Psychotherapy

Terms and Conditions

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1. Introduction

Welcome to the Healing Roots Counselling & Psychotherapy website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with the privacy policy govern Healing Roots Counselling & Psychotherapy's relationship with you in relation to this website and the service provided. If you disagree with any part of these terms and conditions, please do not use the website or services.

The term 'Healing Roots Counselling & Psychotherapy' or 'the business' or 'the therapist' refers to the owner of the business whose registered office is Bensons Barn, Umberslade Road, Earlswood, Solihull, B94 5DQ. The term 'you' or 'client' refers to the user or viewer of the website and services.

2. Use of the Healing Roots Counselling & Psychotherapy Website

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which I shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

3. Healing Roots Counselling & Psychotherapy Business Terms and Conditions

3.1 General Terms of Service

- a) Sessions must be paid for at least 48 hours in advance. Failure on the client's part to send the agreed amount within 48 hours of the session's start time may result in their appointment being cancelled. Sessions not cancelled will not begin unless paid for in full.
- b) A 24-hour cancellation policy applies to all services. Full details can be found in section 3.3.
- c) Each counselling session lasts 60 minutes (unless expressly agreed in advance by the client and therapist). This includes time counselling, homework setting (if applicable), and booking and payment for the next session.
- d) The client is expected to arrive on time for their sessions. Should the client be late, their sessions will not be extended past the originally planned end time. If the client arrives over 15 minutes late, the therapist reserves the right to refuse service to the client. In this event, the session must be paid for in full, and no refunds will be given if money has already been paid to the business.
- e) Should the client cause the therapist to be unable to conduct services for any reason, for example, due to harm, refusal to leave, or lateness in being collected post-session, the client will be responsible for paying for all affected sessions.
- f) The client and the therapist will behave respectfully to one another both in and outside sessions and take the commitment to attending and engaging in sessions seriously.
- g) The therapist will always aim to act safely, ethically, and within the best interests of the client. However, should the client wish to make a complaint, they should contact the therapist directly to rectify the situation. If the client is not happy with the remedy offered, they should contact the BACP and commence their complaints procedure.
- h) If technical difficulties occur during remote sessions, the Technical Issues Policy, found on the Healing Roots Counselling & Psychotherapy website, will be followed.
- i) The therapist reserves the right to refuse service to any person.
- j) If any terms are unenforceable, it does not void the rest of the agreement. The remaining terms will be considered enforceable and remain active.

3.2 Limitations of Confidentiality

Everything that the client discusses with the therapist in sessions is confidential, meaning that the therapist will not divulge to anyone what is said to them by the client in any way that would enable them to be identified. For example, friends, family, colleagues and managers of the client will not be told what has been discussed in the client's sessions. However, there are some limitations to this:

- a) The BACP requires that the therapist attend monthly supervision to practice safely and ethically. When discussing with their supervisor anything that has happened within the client's sessions, the full name and extensive identifying details of the client will be withheld to ensure that anonymity and confidentiality are upheld.
- b) Should clients divulge that they have been (or plan to be) party to any illegal activities that put themselves or others at risk of harm, the client acknowledges that the therapist has an ethical responsibility to report this harmful behaviour to the required safeguarding parties, including but not limited to, the police, social services, their supervisor, and medical personnel.
- c) The client acknowledges that the therapist must inform the police if they disclose that they have been part of illegal activities including money laundering, drug trafficking and terrorism. In these cases, the client will not be notified by the therapist that the police have been contacted.
- d) In the event that the client should be involved in a court case or investigated, the therapist has a legal obligation to share client notes with the court and legal parties if they have been subpoenaed. In this event, the client will be notified.
- e) In the event that the client should admit to being an immediate risk to themselves or others during a session, the therapist has an ethical responsibility to protect them by extending confidentiality to medical and legal professionals including the police and medical personnel.

3.3 Cancellations, Holidays, and “Did Not Attends” (DNAs)

- a. The client must give the therapist at least 24 hours' notice of cancellations or rearrangements of their sessions.
- b. Failure to give at least 24 hours notice of the need to cancel or rearrange will result in the full cost of the session being charged to the client. Where money has been paid in advance, it will be retained as a cancellation fee. Where money has not been paid in advance, it must be paid before further sessions can be booked, and at the latest, within 30 days.
- c. If clients give 24 hours notice or more of the need to cancel or rearrange, then the cost of the session will be refunded or applied to the rebooked session.
- d. The notice period applies to general illnesses. If the client detects illness within 48 hours of a session starting, they should cancel the session as soon as possible. Should the client wake up on the day of the appointment with symptoms of a mild common illness such as a cough or cold, they are expected to attend an online or phone session instead of a face-to-face appointment.
- e. The 24-hour notice period is counted from when the therapist receives the notice and not the time from which the client sends the notice. The therapist is not responsible for any delays in the delivery or non-delivery of the message due to the client's fault or fault in the client's device, signal, or internet connection. The therapist will confirm that the notice has been received. If the client does not receive receipt of notice, the client should assume that the notice has not been delivered, and it is their responsibility to resend the notice before the 24-hour deadline. The therapist will accept responsibility only where their device, signal, or internet connection is provably at fault, which is fairly assessed by them.
- f. The client must give the therapist at least two weeks' notice of any holidays or breaks that affect their sessions to ensure they do not negatively impact the therapeutic work. The therapist will do the same unless it is unavoidable.
- g. Under no circumstances should the client miss an appointment without notifying the therapist; doing so will mark the session as “DNA”.
- h. If the client DNAs a session, they will be unable to rebook with the business until the missed session has been paid for in full. Two DNAs within an 8-week period will result in the client being barred from the business for 8 weeks from the date of the second DNA.
- i. The client will be informed in writing (text and email) of all fees owed, and they have 30 days from the date of this contact to pay all money owed. If the client refuses to pay, or fails to respond to the therapist, the 30-day period, a Letter Before Action will be delivered to the client by email and post. If the client does not pay the fees owed within 10 days, the therapist will initiate court proceedings against the client to claim all fees owed. The client will be responsible for paying all legal fees.

3.4 Abuse and the Therapeutic Relationship

- a) The professional relationship between the client and the therapist is extremely important. The client and therapist will not cross boundaries or try to blur this working relationship. Examples of behaviour that would be detrimental to the relationship and may cause a termination of sessions are listed here, but are not limited to the below:
- Making sexual advances either physically or verbally.
 - Making inappropriate or flirtatious comments.
 - Trying to befriend each other or meet outside of sessions.
 - Behaving disrespectfully, aggressively, or abusively.
 - "Adding" one another on personal social media (this does not include business social media pages).
 - Frequently arriving late or missing sessions altogether.
 - Repeatedly not paying on time.
 - Contacting each other outside of sessions more than reasonably necessary.
 - Trying to find out details about each other online or through other people.
 - Giving large, expensive or repeated gifts.
- b) Healing Roots Counselling & Psychotherapy has a zero-tolerance policy on abuse. Abuse here means any form of behaviour that the therapist considers to be threatening, antisocial or damaging (physically, emotionally, or psychologically). Should the client abuse the therapist in any way, the therapist has the right to terminate any current and future sessions without warning. If the sessions are terminated within 24 hours of a therapy session between the client and therapist beginning, the client must pay the therapist the full amount for their session. Failure to do so may result in legal proceedings being initiated against the client to recover owed fees. All court fees are the client's responsibility to pay. In the event of abuse occurring, the therapist may contact the emergency and legal services required to resolve the matter or initiate legal proceedings where necessary.