

## **Context 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, **Context Psychology** (trading name of Dr Aisling Kelly and Dr Natalie Coope) whose business addresses are Mycenae House, 90 Mycenae Road, London SE3 7SE and The Practice Rooms, 57 Ship Street, Brighton BN1 1AF, respectively (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:**

- Dr Aisling Kelly and Dr Natalie Coope, and all other Clinical Psychologists working at the Practice are registered with the United Kingdom's Health and Care Professions Council, (HCPC). All Clinical Psychologists practising within the UK must be registered with the HCPC. In order to maintain their practising registration, all Clinical 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.
- All of our Clinical 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.
- Initial appointments can be made by emailing or telephoning us. Alternatively, if you submit an enquiry form via our website, we will be in touch to offer a free 15-minute telephone call during which you can arrange an initial appointment should you wish to proceed.
- Subsequent appointments can be made during your consultation with us or by telephone or email.
- If you know you are going to be late for an appointment, you should contact us to tell us. If you arrive later than 15 minutes after an appointment time, we will try to provide the Services you have booked but if we decide that we cannot, 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, or Clinix).
- When using a third-party supplier for online sessions your personal and special category data will be treated in accordance with our Privacy Policy, and may be subject to the privacy policy of the third-party supplier. 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.

- 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.
- 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 we may ask you to consent to recording for these purposes from time to time. If you decline to provide your consent, this will not affect your access to our services, or the services you receive from us, in any way.
- We are occasionally asked by clients if they can record our session to listen again in their own time. In most circumstances this will be fine, but please note that you must gain our written consent in advance. Clients are not permitted to record sessions without receiving our written consent. This applies to any form of recording device including phones and live Skype/Facetime/Zoom/Whatsapp/Teams etc.
- Where sessions have been recorded, clients are not permitted to share, broadcast, distribute or make available online the recordings without our written consent. If you would like to share the recording with someone (e.g. a family member, partner) please discuss this with us.

#### **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 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 24 hours’ notice (in working days), or failure to attend without notice, will be charged at the full rate. Cancellations made between 24 and 48 hours’ notice (in working days) will be charged at 50% of the full rate. This is the case no matter whether the appointment is for a face to face, online, or telephone session.
- If, due to exceptional circumstances you cancel an appointment without giving at least 48 hours in working days prior notice we will consider the circumstances and in our absolute discretion decide whether to waive any charges. However, any discretionary decision taken pursuant to this clause does not in any way restrict our rights in relation to any future or past cancellations.
- 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. Health insurance providers will often not cover missed appointments, in which case you will be liable to us to pay for the full cost of the session.

- 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.
- If we cancel an appointment in such circumstances, we will refund to you in full any advance payment that you have made to us for that appointment.
- We will use all reasonable endeavours to start appointments at the time you have booked, but the start may be delayed by the overrun of a previous appointment or by other circumstances. If the start is delayed by 15 minutes or more you may cancel the appointment and we will refund you in full any deposit or other advance payment that you have made to us for that appointment.
- 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:**

- If sessions are held in person at a third-party venue, including The Practice Rooms in Brighton or Mycenae House in London, you agree to comply at all times with that venue's policies and rules about that venue (particularly fire safety and health and safety rules).
- 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 either before or upon completion of provision of those Services.
- Due to high demand and in order to most effectively manage our waiting list we are unable to hold an initial appointment slot without payment. Payment of the initial consultation must be made in advance in order to secure your appointment.
- For subsequent appointments, payment of our fees will be due or invoiced either before or at the end of a consultation. 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) by BACS transfer to the account that we specify to you.
- Clients are requested to use the reference 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 review our prices at least annually and 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.

**Additional Optional Payment Clauses:**

**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 24 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 Clinical Psychologists are registered as clinical practitioners with a number of healthcare providers including BUPA, Aviva, AXA, and Vitality Health. 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:

Insurance company: ..... Policy no: .....

Authorisation number/code: .....

- 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 experiences, 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 anyone else (including any children): (i) to our employees, advisers, other healthcare professionals or social care 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/or (iii) if we believe that you and/or anyone else is at risk of harm whether from themselves or others, in which case we are entitled to report this to the relevant organisation. Where possible, we will always try to discuss our concerns in relation to any risk of harm, and our related obligations in terms of breaching confidentiality, with you first.
- We shall not use your confidential information for any purpose other than to perform our rights and obligations under these Business Terms.
- It is a requirement for all Clinical Psychologists to have regular Clinical Supervision sessions in which they discuss their work in a safe and 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.

### **GP**

- As standard practice we will write to your GP and/or referrer at the beginning and end of our sessions. If you do not wish us to do this then please let us know.
- We require your GP's name and surgery address and details of your next of kin/emergency contact person.
- If a medical or legal professional or social worker requests information from us, we will not release this without your consent unless there is a legal and/or professional obligation to do so.

### **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 <https://contextpsychology.com/privacy-policy/>. 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**

- We will keep an electronic copy of notes from each of the sessions. We will also keep a copy of your contact details.

- These will be saved within an electronic practice management system that meets the requirements of UK GDPR. Any letters or other reports that we write for you will be kept as electronic password-protected documents on a password-protected computer before being uploaded into the electronic practice management system and saved with your records.
- We retain ownership of notes but you 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 your and/or your child's care (for example to yourself 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 either Dr Natalie Coope who can be contacted at [drnataliecoope@proton.me](mailto:drnataliecoope@proton.me) or Dr Aisling Kelly who can be contacted at [draislingkelly@proton.me](mailto:draislingkelly@proton.me).

- 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, get help from the [NHS 111 Online](#) or call NHS 111 (and, if relevant, select the mental health option), 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).

### **Leave**

- We will give you a minimum of two weeks' notice of any planned leave dates when our Psychologist will be unavailable.
- We require, where possible, two 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. Covid, influenza or 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 either Dr Natalie Coope who can be contacted at [drnataliecoope@proton.me](mailto:drnataliecoope@proton.me) or Dr Aisling Kelly who can be contacted at [draislingkelly@proton.me](mailto:draislingkelly@proton.me), as appropriate.
- 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 days are on Thursdays and Fridays (for Dr Natalie Coope) and on Mondays and Thursdays (for Dr Aisling Kelly). We aim to respond to emails/voicemails within two of our specified working days.
- 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.

### **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.

**By signing below, you explicitly consent to the following:**

Consent for us to record and process the personal and sensitive data (in particular information about any health conditions) you choose to provide to us in accordance with our Privacy Policy .

Consent for us to share your personal and sensitive data with third parties for the purposes of carrying out our Services (such as third-party suppliers that assist with our practice management – see our Privacy Policy for more information). .

Consent for us to transfer your personal and sensitive data outside of the UK and EEA (in line with our Privacy Policy). .

If the client is under the age of 16 we require the consent of a parent/carer to collect and use health data in accordance with our Privacy Policy. Please tick here to confirm parental/carer consent (if applicable). .

GP name & surgery address:

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Next of kin/Emergency contact person: Name: .....

Relationship to you: .....

Contact details: .....

Please sign here to confirm that you have read, understood and accept these Business Terms.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ On behalf of: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Email: \_\_\_\_\_ Phone \_\_\_\_\_

Thank you for reading and completing this form.