

ByOsmosis Therapies - Hypnotherapy Contract

Private and Confidential

Please read this contract in its entirety. It is designed to protect your interest as a client - by making an appointment you are agreeing to the following terms and conditions.

Welcome to ByOsmosis Therapies

My name is Ed Christmas. I am a qualified hypnotherapist, and am in continuous study to improve the quality of my practice.

I am certified in Hypnotherapy by the National Hypnotherapy Society. I have received a Certificate in Counselling Skills from Lifeforce, which is BACP accredited. I am currently studying towards a Hypno-CBT certification from the UK College of Hypnosis, accredited by the BPS, NCFE, GHR, GHCR and others.

As per my training, I respect the BACP Ethical Framework for the Counselling Professions, and aim to uphold the ethical frameworks of the National Hypnotherapy Society and the other accrediting bodies I am working towards.

I maintain a deep respect for the client and, through the therapy, wish to help the client find their own inner resources to address their issues more confidently and with greater personal power.

Our primary concern is your wellbeing - hypnotherapy is just a doorway.

Notice about Hypnotherapy

Hypnotherapy is a safe and natural therapeutic technique that supports to change the client's mental habits and improve their wellbeing, without the use of medication.

It would be unethical to claim that a 'cure' is guaranteed. Generally speaking, hypnotherapy is a powerful technique that can help the client generate a new set of behaviours and create a new lifestyle. It is more of a tool, in a larger toolbox, that helps to manage life. It is not a 'cure-all' for any issues that the client might face. This being said, a committed and motivated client is likely to reach the realistic goals that they set for the hypnotherapy sessions. It will involve some time and work, on your part, and clear motivation as well.

The power to act, think, believe and change exists only within the client. No client is or can be forced through hypnotherapy to do anything against their will. This guarantees the safety of the client, but also means that their determination and conviction to change is essential to any successful outcome of the therapy.

Unlike counselling, hypnotherapy is usually a shorter-term therapy. There will usually be between 3 and 6 sessions, however, therapy may continue after this point. After a review session, where the therapist and client discuss the outcomes of the therapy up to then, new goals can be set should the therapy continue. A further 3 to 6 sessions will then be agreed to, followed by another review.

If you have a complaint about Ed Christmas or our practice, we invite you to share these with us so that the therapy can be more personal and more effective. If you wish not to do so, or you are still unsatisfied afterwards, please report complaints to the National Hypnotherapy Society.

Ethical Notice

Edward Christmas abides by the NHS (National Hypnotherapy Society) standards of ethics and the BACP (British Association of Counsellors and Psychotherapists) Ethical Framework. Edward Christmas aims that his practice follows the best codes of practice and provides the highest degree of respect, honesty and care for the client.

Suitability for Therapy

- You are 18 years of age or over
- You do not have a heart condition or high blood pressure
- You are not taking medication that affects mental state
- You are not feeling suicidal - if you are, please contact your GP for an emergency appointment or The Samaritans - Their contact number is 116 123.
- You are not under the influence of or dependent on alcohol or recreational drugs.
- You are not under the supervision of psychiatrists, are suffering from any diagnosed psychiatric condition, psychological illness or epilepsy.
- You are neither adopted, nor do you have a direct connection with a person who is adopted - ie: child, parent, sibling.

The reason for this is that my training does not currently qualify me to practice with clients that are in one or more of these categories.

Standards of Behaviour

By agreeing to have hypnotherapy with Edward Christmas and to these terms and conditions, you agree to:

- Practice mutual respect and safeguarding from abuse
- Respect any person at the therapy practice, including them and their property
- Agree to never to be under the influence of alcohol or recreational drugs when arriving in the place of therapy, except those prescribed by a GP or doctor.

If you, the client, behaves in such a way that does not meet these standards of behaviour, the therapist reserves the right to cancel the session and any further therapy sessions.

Confidentiality Agreement

Your privacy is paramount. Therefore, except for a few serious exceptions, everything shared during the therapy will be held in the strictest of confidence. All information that you disclose is only taken and used to provide you, the client, with the highest quality of service.

However, there are extreme cases where Ed Christmas may have to break confidentiality - these breaches would ideally be discussed with you first.

These extreme cases involve the following circumstances:

- There is a serious threat to your wellbeing or the wellbeing of others,
- If there's anything that contravenes the protection of children,
- If a court order has demanded disclosure, where there's good cause to believe that failing to disclose information would cause danger or harm to the client or to others.
- If there is a threat to national security, terrorist activities or any serious illegal activity or offenses.

A client's right to confidentiality is permanent, regardless of whether the client is in ongoing therapy.

As a result, client records are destroyed after seven (7) years of no longer being in therapy with us, as per GDPR requirements. None of your personal information will be shared before or after that time, unless due to one of the reasons listed above.

Continuous Professional Development

In rare cases, Ed Christmas may need to share some information about or from the sessions for his continuous professional development. In this case, all information is made anonymous and no personally identifying information will be revealed.

This may happen if he seeks the advice of his supervisor. Typically, this will be for his professional benefit, generally to assist his process as a hypnotherapist, as well as to check that he is practicing in accordance with best practices.

Audio Recording of Sessions

You may also be asked for your consent for the therapy session to be recorded on audio file. These recordings are only ever used to prepare for a future session and/or to discuss your case with the supervisor.

Audio recordings are immediately kept safe - digitally encrypted and physically locked in a safe place that is only accessible to your therapist.

You are not obliged to agree to the recording of your session and if you decline, then this decision will be respected. This will have no effect on your therapy.

If you consent to being recorded, but later change your mind, please share this decision with us and the records will be destroyed, unless there is a significant reason to hold them. This decision will be discussed with a supervisor, and you will be informed of this process and the reasons underlying it.

After any audio recordings are destroyed, confirmation of this will be given to you, the client, as soon as possible thereafter.

According to GDPR, any information we have gathered and stored about you would be destroyed after seven (7) years from the date of your last session.

Breach of Confidentiality

If you feel that we have breached your confidentiality, we encourage you to first discuss this with us before taking further action.

If you are dissatisfied with this, please then either contact the Information Commissioner's Office (ICO) on 0303 123 1113, or his accrediting body, the National Hypnotherapy Society, to make a complaint.

Medical Disclaimer

This service provides hypnotherapy only and is not intended to replace a consultation with your GP or any other health professional. Hypnotherapy is a complementary therapy.

Therefore, if you have any doubts or concerns about your health, you should seek advice from a medical doctor or practitioner. The information provided during the service should not be considered as medical advice.

Liability

Under no circumstances will the therapist, Ed Christmas be liable for any damages including without limitation: direct, indirect, incidental, special, punitive, or consequential damages including, without limitation, lost profits, lost revenues, or similar economic loss, whether in contract tort or otherwise arising out of the use or inability to use the service provided.

Terms of Service

The therapist, Ed Christmas, operates in accordance with the ethical guidelines of the National Hypnotherapy Society and according to the laws of the United Kingdom. He also aims to operate within the BACP ethical framework, having studied Counselling Skills and received accreditation from Lifeforce and the BACP. We expect, therefore, that our practice should reflect the best possible practice, putting the best interests of the client first.

By reading, understanding and signing this document, the client is agreeing to the service, and accepting that the service is subject to the jurisdiction of the laws of England and Wales. In doing so, you, the client, is also accepting that any complaints or legal proceedings shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Cost of Sessions

The cost of the session will be agreed between the client and the therapist during the initial consultation, but may be reviewed if there is a change in the client's circumstances.

Ed Christmas will not increase the cost of the session once it has been set with each individual client.

This will need to be paid within 24 hours of the session, via bank transfer, or in cash at the time of the session.

Cancellation or Modification of Sessions

If you, the client, wish to cancel or to modify the time or date of an appointment

please give us at least 24 hours notice.

**If you do not give us at least 24 hours notice,
and are not present at the originally agreed upon session time,
you will be charged the full rate for the appointment,
regardless of the reason for non-attendance.**

We will aim to always give you more than 48 hours of warning if we cannot make a session. If for any reason we cannot continue practicing, you will be referred towards another trusted therapist or establishment in the hopes of continuing your therapeutic process.

Terminating the Agreement

If you decide to terminate your contract with us, no reason or justification is required. However, if you feel comfortable in discussing the reason with us, this can be helpful in case you wish to resume therapy at a later date. It could also be helpful for us, to better understand how to improve the quality of our practice.

If you have any questions about this contract, or any other aspect of the therapy agreement, please don't hesitate to ask.

Print Name of Client:

Print Name of Therapist:

Signature of Client:

Signature of Therapist:

Date:

Date: