# **TERMS & CONDITIO**NS

**Please read these terms and conditions which apply to the provision of my professional services. By**

**booking an appointment with me, you are agreeing to the following terms and conditions**.

**ABOUT *YOU AND ME HYPNOTHERAPY***

My name is Simone Polden and my business name is *You and Me Hypnotherapy*. I am a Clinical Hypnotherapist, Rapid Transformational Therapy Practitioner and Hypno4Chidren Practitioner.

I can be contacted at **email:** [**simone@youandmehypnotherapy.co.uk**](mailto:simone@youandmehypnotherapy.co.uk) **Phone: 07813 282322**

**EDUCATION AND TRAINING**

*BA (Hons) Phil.*

*P.G.C.E Primary Education*

*Diploma in Counselling and Psychotherapy Level 3*

*Diploma in Child Psychology Level 3*

*Award in Advanced Psychotherapy Level 3*

*Hypnotherapy in Practice Diploma*

*Licensed RTT™ Practitioner*

*Hypno4Children Practitioner*

*Certified Doula*

**MEMBERSHIP & INSURANCE**

I am a registered member of the NCH (National Council for Hypnotherapy).

I hold professional and public liability insurance.

I hold an enhance DBS certificate which covers working with children and vulnerable adults.

**BOOKING & PAYMENT**

Payment must be made at the time of booking in order to secure your appointment. This can be done via bank transfer or Paypal™.

**Acc number**: 33358968 **Sort code**: 309545 **Acc name:** Simone Polden

**Paypal:** [simone@youandmehypnotherapy.co.uk](mailto:simone@youandmehypnotherapy.co.uk)

**SESSION FEES, CANCELLATION, RESCHEDULING & REFUNDS**

If you need to cancel or re-schedule a session, please provide as much notice as possible.

For cancellations with less than 24 hours’ notice a *50% fee will be charged.*

If you choose to discontinue your therapy process, you will be refunded any unused sessions that have been paid for. Where a discount package has been booked and paid for in advance, a pro rata refund will be issued after deduction of the full standard session fee for any sessions you have attended.

**SESSION FEES**

Session fees are for my time and professional expertise and are not a guarantee of a successful

outcome. Therefore, no refunds will be given for any sessions that you have attended. My professional fees are subject to review and may increase from time to time.

**CONTACT BETWEEN SESSIONS**

Weekly support via email/text/whatsapp is provided as part of your treatment. If you wish to contact me in addition to this, I will endeavour to respond within 24 hours. Please note that I am not trained in crisis counselling and therefore if you are in crisis, you must contact your G.P. or A&E. In addition, the Samaritans offer a free 24hr/ 365 days a year crisis service and they can be contacted on 116 123. If I see you somewhere outside of sessions, I will not approach you first, in order to maintain discretion.

**MEDICAL OR PSYCHOLOGICAL CONDITIONS**

I may ask questions about your medical history to establish any contra-indications to treatment. This will also help to assess whether your health is affecting (or being affected by) the therapeutic goals you wish to achieve. Please update me of any medical changes during your course of therapy. If you are receiving care or treatment from any medical, healthcare or therapy practitioner, e.g. GP, Psychologist, Psychiatrist or Counsellor, you may be asked to seek their permission before any therapy sessions can commence. Please note that I will be unable to offer my professional services if you suffer from epilepsy or any form of psychosis.

**AGE RESTRICTIONS**

Clients under the age of 16 years old must have parental consent to undertake therapy and an adult must be present or nearby and available (e.g. in the next room) at all times during a session.

**ATTENDING YOUR SESSIONS**

Please ensure that you are available at your session start time. If you are running late, please let me know as soon as possible. I will do my best to make a full session available, however, as the ability to do this will depend on bookings after your session, this cannot be guaranteed.

**HYPNOTHERAPY RECORDINGS**

Hypnotherapy recordings should not be listened to whilst driving, operating machinery or undertaking any other activity where concentration is required. Any recording provided is for your personal use only and must not be shared, lent, copied or sold under any circumstances.

**STANDARDS OF BEHAVIOUR**

During the course of any therapy sessions, I will treat you with respect and not abuse the trust you place in me. I will use best practice at all times in our mutual interest. In return, you shall undertake not to harm yourself, or any other person, including me, or any property belonging to either me or any other person. You agree not to attend sessions under the influence of alcohol or recreational drugs, except those medications which have been prescribed by your doctor. If you do attend any sessions under the influence of alcohol or recreational drugs, or demonstrate violent or abusive behaviour, the session will not go ahead and no refund will be given.

**PHYSICAL TOUCH**

Occasionally, hypnotherapeutic techniques may require me to touch you gently on the hand, arm, shoulder or forehead to reinforce suggestions. Please let me know if you are not comfortable with this.

**OUTCOME OF SESSIONS**

The agreement to work on the issues presented by you in no way implies or guarantees the resolution of your presenting issue(s). No outcome can or will be guaranteed. However, I will always endeavour to use my best efforts and skills to work towards your goals and intended outcomes.

**CONFIDENTIALITY**

All conversations, notes, recordings and personal information will remain confidential, except in the following circumstances:

1. Where you give permission for confidentiality to be broken

2. Where I am compelled by a court of law

3. Where a referring GP or other healthcare professional requires a report. A copy of the report will be

available on request.

4. Where the information is of a nature that confidentiality cannot be maintained, for example:

• The possibility of harm to yourself or others exists

• In cases of fraud or crime

• When the client is a minor (under 16 years old), although this depends on the individual case

I usually record the latter part of a session as it necessary for creating the transformational recording that you need to listen to in the following weeks. I will inform you when I’m about to record and the recording will only include my voice and not any of our conversations during the session.

**DATA PROTECTION**

I will require and store the following information about you:

* Name, date of birth, address, email address, phone number.
* Next of kin/doctor’s contact – in the case of an emergency, it is important that I have someone to contact. I will not contact your doctor unless necessary (please see section on confidentiality).
* Notes from our sessions and the personalised transformational recordings.

Your data will not be shared unless necessary. I will not sell it on or use it for unethical reasons. If I feel that you or anyone you tell me about is at risk of harm to themselves or others or if you disclose that you are currently involved in any illegal activity, I may have to pass your information on to an appropriate professional, but I will let you know when/if I am going to do this. I may discuss your case during supervision as part of my continuing professional development, but I will not use your name in order to maintain anonymity.

Your data will be stored as a hard copy in a locked filing cabinet. If for any reason I need to transfer or store any of your personal information on my computer, it will be password protected. Your phone number and the transformational recording will be stored anonymously in my mobile phone and be password protected, but not stored under your name. Only I will access your information at any time. I will keep your details and session notes for the time required by my insurer, which is currently five years. After this time, I will destroy any documents containing your personal information and delete any corresponding information from my mobile phone.

**TESTIMONIALS**

If you provide a testimonial, you agree for it to be used on my website or in my advertising. I will not use your name, just your gender, age and county/country. I may need to occasionally trim the length of the testimonial, but I will not alter the wording as I want any client feedback to be authentic.

**CONCERNS & COMPLAINTS**

If you have a concern or complaint regarding your therapy, please discuss this with me in the first instance and I will endeavour to resolve the issue

**LIABILITY & INDEMNITY**

Under no circumstances will I (Simone Polden) be liable for any damages, including without limitation, direct, indirect, incidental, special, punitive, consequential, or other damages (including without limitation lost profits, lost revenues, or similar economic loss), whether in contract, tort, or otherwise, arising out of the advice or information provided to you during professional services provided by me (Simone Polden). In addition, you agree to defend, indemnify, and hold me harmless from and against any and all claims, losses, liabilities, damages and expenses (including legal fees) arising out of your participation in my professional services.

**GOVERNING LAW**

These terms and conditions and any other matters arising out of or in relation to these terms, shall be governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts to settle any dispute which may arise out of or in connection with these terms and conditions.

**STATEMENT OF UNDERSTANDING**

By signing the Client Agreement (on the intake form), you agree to abide by the terms and conditions of this agreement (above) and also with the statements below:

* **I give my full consent to receiving therapy sessions from Simone Polden, using whatever tools and techniques appropriate to my individual case, with the understanding that results may vary and the therapy process in no way implies or guarantees the resolution of any presenting problems or issues.**
* **I understand that hypnotherapy or any other therapy or information provided by Simone Polden either in person or via telephone, email or internet, is not a replacement or substitute for medical, psychological or psychiatric treatment. If I have any doubts or concerns about my health, I will seek advice from an appropriate qualified healthcare professional.**
* **I understand that my level of motivation is vital in the therapy process, and I agree to always participate to the best of my ability both during and between sessions. I understand that a vital part of RTT is listening to the transformational recording daily for at least 21 days following my session.**
* **I understand how my data will be used and stored and the conditions relating to confidentiality.**
* **I understand that late cancellation may incur a fee and that I am free to terminate any or all sessions at any time.**
* **I have accurately and truthfully answered any questions and will continue to do so throughout the whole therapy process.**