

Stronger-Mind Hypnotherapy General Data Protection Regulations (GDPR) Terms, Conditions + General Information

Please ensure that these terms and conditions are fully accepted by you prior to attending subsequent appointments.

For more information you can read the policy documents accessible via my website www.stronger-mind.com

What is the General Data Protection Regulations, 2018 (GDPR) and how does it affect me?

- The GDPR replaces the 1998 Data Protection Act to ensure your personal and sensitive, confidential data is kept private and held securely, being processed in the way that you have agreed to.
- It is there to protect your rights as a consumer of a service or product that might involve your identifiable data, e.g. your name and address or whether you have a specific condition. It also covers any session records, text messages or emails we exchange.

How long will you hold my information for?

• I am regulated by the NCH, an organization that stipulates I must hold your data for 8 years after your final session. If you are a child however I must hold your data until your 25th birthday, unless you are 17 when therapy ends and then I must keep it until your 26th birthday. Your records will be deleted in the January after the above retention dates.

What if I don't want my records to be held for that long?

- Under the GDPR, you can write to me, asking for all your records to be deleted. In this case all your paper records would be shredded and any electronic data such as emails or text messages would be permanently deleted from the devices they are stored on.
- I would have to save the request for deletion you made, but would not save any other data. In some circumstances my insurance companies legal team may want to verify information I send out.

Why do you need to record this information?

- I collect information about your reason for coming to see me, a small amount of medical information and some information about your important others, alongside brief session notes.
- This information enables me to provide a high-quality service to you, ensuring I
 am equipped with the knowledge of our previous discussions prior to each
 session.
- With your additional permission, specific information may be used as part of an outcomes measures tool (the CORP research project) to monitor your progress and would be uploaded to a central repository as part of a national research project. This is voluntary and will be discussed at your initial consultation.
- Your contact details / address and Doctors details will only be used with your explicit consent.

What lengths are made to ensure my information is held securely?

- Hard copy documents Are all stored in a locked cabinet in a locked room.
- <u>Text messages</u> My work phone is secured with a pin code and finger print access.
- WhatsApp My work phone is secured with a pin code and finger print access.
 Whatapps also has end to end encryption.
- <u>Emails</u> My email account requires a user name and password.
- <u>Electronic documents</u> Any electronic documents e.g. A letter to your GP, or an invoice, are password protected and stored on a password protected computer if they contain personal or sensitive information.
- <u>CORP research project</u> If you opt in to this at your initial consultation your data will be stored anonymously on a password protected computer. It will not be possible to identify you from the data collected and stored on the CORP national database.

Is what we discuss kept confidential?

Everything we talk about during our sessions is strictly confidential. To ensure I am doing my job effectively and that I have the right support, I may discuss elements of our sessions with my supervisor. During these discussions I do not disclose any details that may identify you, and my supervisor also adheres to the GDPR.

Exceptions:

- If you reveal you intend to harm yourself or another person.
- If you reveal that a child is being or is in danger of abuse.
- If the hypnotherapist is compelled to reveal information by a court order.
- If you reveal you are a member of a terrorist organization

- If you reveal you are laundering money from the sale of drugs
- If referring you to another professional for help, or sharing basic information relating to health with a health professional involved in your care.

Who us the data controller and what is their IOC registration number

• I am the Data controller. My ICO registration number is B520445

What if I see you outside of the session?

- If we see each other outside of a session I may smile but will not engage in any further conversation to ensure your confidentiality.
- You are welcome to share with other people about the therapy you are receiving, but I am obligated by GDPR law to ensure your confidentiality is protected.
- I would request that in order to ensure the success of your therapy, that you refrain from discussing your therapy with me outside of your sessions.

What about other Health and Social Care Professionals?

As I adhere to the GDPR, any contact relating to you, with other health care
professionals would only be made with your signed consent. E.g. If I were to
write to your GP to notify them of your therapy with me, and then notify them
of the therapy ending, I would only do this if you were to sign the specific
consent form.

Exceptions:

- In order to safeguard you and the people around you, if you were to disclose that you were going to carry out harm to yourself or someone else, then under my "Duty of Care".
- I am obligated by law to inform the relevant authorities. This is to support you to live well, and I would always aim to discuss this with you prior to contacting anyone.

Therapist Falling III + Living Will/Power of Attorney

- Whenever possible, the therapist will contact you directly to inform you and to discuss appointment arrangements. In the unlikely event that this is not possible and to protect your confidentiality, the answer phone message on Stronger-Minds Hypnotherapy's mobile will be changed by a close family member to provide the required information.
- If the therapist dies or is unable to carry out their duties then all files will be passed onto another Solution Focused Hypnotherapist.

Terms, Conditions and General Information

Commitment

- Therapy relies on the commitment and motivation form the client and the hypnotherapist. Part of the therapy happens during the session the other part involves using the MP3 recording daily.
- As the client, when you agree to undertake a course of therapy, you also agree to engage with the process. It is with commitment and partnership that you will see the best results.
- Note: results may vary from person to person.

Therapy Session and Fees

- Each standard session lasts approximately 50 minutes to one hour.
- Fees are payable at the end of each session by cash, credit/debit card or bank transfer. Payment can be made in advance if you wish.
- By undertaking a course of therapy, you accept that I cannot guarantee the therapeutic outcome and fees are payable in consideration of my time and expertise, regardless of the outcome.
- Fees may be subject to change from time to time. Current prices can be seen at <u>www.stronger-mind.com</u>
- My initial consultations are set at half the cost of a full Stronger-Mind Session so that you can make an informed choice whether Solution Focused Hypnotherapy is for you and weather I am the right therapist for you.
- 6 Session Block = I offer this discounted as a thank you for showing commitment to the process. Please note treatment length varies greatly between clients and this offer does not indicate that only 6 sessions are required.
- Weekend sessions and home visits carry an additional charge of £30 per session.
- Teachers = 10% discount on Individual Session

Arriving Late for an Appointment

- If you are running late, please let me know as soon as possible. I will do my best to make a full session available, but this often depends on appointments subsequent to your booking and so cannot be guaranteed.
- If you session needs to be curtailed due to your late arrival then the session fee remain payable in full.

Cancelation Policy

Please let me know as soon as possible if you need to cancel or rearrange an

appointment.

- Cancelation within 24 hours of the appointment will result in half payment being taken.
- Cancelation within 12 hours of the appointment will result in full payment being taken.
- I reserve the right to cancel an appointment at my sole discretion, however will do so only in exceptional circumstances and as much notice will be given.

Right to Refuse

• If I believe that you are under the influence of alcohol or drugs then I have the right to cancel your session with full payment being taken.

Online sessions

- It is your responsibility to make sure that you are somewhere safe during an online session.
- Somewhere quiet where you will not be disturbed.
- Please make sure your phone is on silent and not in use during the session.

Children and Teenagers

- It is a condition of my insurance that for clients aged under 16, parental or guardian written consent is obtained prior to the treatment/activity.
- You will be provided with further information if this is relevant to you.

Travel + Overseas

- I am able to work with clients who are abroad. I am based in the UK and therefore I am governed by Scottish law. If a claim was made against me, it would go through the UK courts for my policy to respond.
- If I am abroad temporarily and working with clients in the UK, then I must abide by any local laws/regulations etc. that apply where I am based at the time of treatment.