



## Terms and Conditions

Charlie Fancy Therapy  
of The Eaves, Parklands, 3 Paris, Railton Road, Guildford. GU2 9JX. UK.  
("us" or "we")

### Agreement Statement

1. Please ensure that you read this agreement carefully as not only does it form the legal relationship between us, but it also provides useful information about the practical side of your therapy. By using our services, you agree to the Terms and Conditions outlined herein. By ticking the box on the Agreement form, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. If you do not agree to these terms and you attend your first session, your attendance will indicate your acceptance of these Terms and Conditions.

### Sessions and cancellations

2. Our therapy sessions ("sessions") are scheduled for 50 minutes and generally take place on a weekly basis. The Sessions will take place at the times and on the dates that we have pre-agreed. All sessions will take place at The Eaves, Parklands, 3 Paris, Railton Road, Guildford. GU2 9JX unless you are notified otherwise. Alternatively, some clients may choose to work online via Zoom if preferred.

2.1. Where sessions are held in third party venues, you must comply at all times with such venue's policies and rules in relation to such venue (particularly fire safety and health and safety rules). You may be required to leave the venue if you do not comply with such policies and rules (and I shall not be obliged to refund you any amounts paid in relation to such Session).

2.2. You are responsible for your own belongings that you take to a Session and neither us nor any third-party venue can be held liable for any loss, damage, theft or destruction of any of your belongings.

2.3. If you cause any loss or liability to a third party (e.g. by not complying with their policies), you must reimburse us in full and indemnify us against any claim from any third party (and associated costs and expenses (including professional fees)) arising out of your actions or inactions while at a third-party venue.

3. It is very important that you turn up for the Sessions on time. Please plan to arrive early in case of heavy traffic or some other delaying factor. Unfortunately, if you arrive late for your Session, we will not be able to continue past the scheduled end time due to the scheduling of other clients (and we will not be obliged to provide any refund to you).

4. We will ask you to complete a Client Information form before our first meeting. This form is essential for collecting basic information, such as your name, age, and address, and will be kept solely for contacting you when necessary and in the case of emergency. It is very important that you provide accurate and complete information. If circumstances change in the future, we may request an updated form.

5. If you need to cancel a Session, you may do so without charge if you provide at least 24 hours' notice to us. You must give me this notice by calling 07966 515427 or emailing at [charlie@charlifancy.co.uk](mailto:charlie@charlifancy.co.uk). If you provide less than 24 hours' notice of cancellation or miss a Session, you will be charged the full payment for that Session.

6. Although the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Regulations") may apply to the provision of services provided under this agreement, you agree that we may commence the performance of the services before the end of the 14-day cancellation period referred to in the Regulations. If we have already started work on the services by the time you cancel the agreement, you agree to pay us any costs we have reasonably incurred in starting to perform the services. If we have provided the services in full before the expiry of the cancellation period, then you lose the right to cancel. If you cancel this agreement and we have not commenced performance of the services and you have made any payment in advance for services that have not been provided to you, we will refund these amounts to you. Subject to the above, you may cancel this agreement at any time within the cancellation period.

## **Fees and payment**

### **7. Session Charges**

We may offer you a free telephone conversation to determine if we are suitable to work together. Following this conversation, we will charge £80 per session for individual clients and £100 per session for couples including VAT where applicable. This is payable in advance of the session and if payment has not been received in cleared funds prior to the session, we will not proceed with the session. We may charge you for blocks of sessions in advance.

#### **7.1 Insurance Companies**

We work with several insurance companies that may fund some client sessions. If you intend to use insurance to cover your sessions, please confirm this during your initial conversation. Payment for sessions will be required at the time of service, and we will invoice your insurance company directly for reimbursement. Please note that sessions billed to insurance companies will incur a charge of £85 per session. You are responsible for checking with your insurance provider regarding coverage, co-payments, excesses, and any necessary authorisations. In the event that your insurance company refuses to pay for the sessions, you will be responsible for the payment of those sessions. Please ensure you understand the terms of your insurance policy, including any excesses that may apply.

## **Confidentiality**

8. Confidentiality is a key aspect of our work together. We are committed to providing a safe and trusting environment for all clients, including young people.

### **8.1. General confidentiality**

We may discuss matters that are sensitive in nature during our sessions. It is important to know that all information shared during our sessions will remain confidential and will not be disclosed to anyone without consent, except in specific circumstances outlined below.

- Where you consent to us sharing your information
- Where we are compelled to disclose your information by court or by regulations or law.
- Where we consider you or somebody else to be at risk or to prevent illegal acts or harm to you or to others

### **8.2. Confidentiality for Young People**

When working with young people, additional considerations apply.

- If a young person is under the age of 16, it may be necessary to share information with parents/guardians in some discussions to ensure that they receive the best support possible. This will be communicated beforehand to ensure comfort with the approach.
- Information from Parents - If a parent or guardian shares information about a young person, it is essential that the young person is informed of this. We cannot keep any information from the young person that relates to them, as this would compromise the safe and trusting space essential for effective therapy.

Transparency in communication is crucial, and efforts will be made to ensure that the young person is aware of what is shared.

- Legal and Safety Exceptions – there are certain situations where confidentiality may be broken, such as if there is a risk of harm to the young person or others, or if there is a requirement to report any incidents of abuse. These circumstances will be explained clearly.
- Information Sharing – General information may be shared with parents or guardians about progress, but consent will always be sought first and wishes regarding what can be shared will be respected.
- Rights – Young clients have the right to ask questions about confidentiality and to discuss any concerns they may have. It is important to ensure that they feel safe and comfortable during sessions.

For clarity and additional understanding on confidentiality in relation to young people and therapy, please click below:

[Further information on confidentiality in young people](#)

9. As is good practice in therapy, we are part of supervision groups. You agree that we may disclose any issues which arise out of the Sessions with our supervisors and/or supervision group, but we agree only to disclose such issues on a general basis and without disclosing your name.

10. We will keep notes of our sessions in order to refer back to them when this may be useful. These notes are securely stored in Cliniko, a cloud-based system that employs encryption and other security measures to protect your information.

11. We are bound by the Code of Ethics of The British Association of Counselling and Psychotherapy (BACP). A copy of the Code of Ethics may be viewed here:

[Further information on the BACP Code of Professional Ethics](#)

#### **Liability – Please read this section carefully**

12.1. Nothing in this agreement shall limit liability for death or personal injury caused by negligence or by fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.

12.2. The Sessions shall be provided with due care, skill and ability. Other than this, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of therapy, no guarantees of any particular results can be made.

12.3. There shall be no liability for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by you as a result of you entering into this agreement.

12.4. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the total price paid by you for the sessions in the 12 months preceding any claim.

12.5. If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control, we shall 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.

12.6. The provisions of this liability section shall survive termination of this agreement.

### Data Protection and Intellectual Property

13. We use and process your personal data collected through our website in accordance with our Privacy Notice. Please click below to view:

[Charlie Fancy Therapy – Website Privacy Notice](#)

Additionally, our Therapy Privacy Notice, which is attached to your Client Information Form, provides further information on how we handle your personal data in the context of therapy.

[Charlie Fancy Therapy – Therapy Privacy Notice](#)

We may transfer your personal data (including client name, address, and email address) to Xero, which processes data in the US. Xero uses Standard Contractual Clauses to ensure adequate safeguards are in place to protect your data. As the US does not provide the same level of data protection, we take these measures seriously to protect your data. By agreeing to these Terms and Conditions, you consent to the potential international transfers outlined in our Privacy Notice.

13.1. Your personal data will be accessed solely for administration purposes by our personal assistant who is trained in data protection and confidentiality. Please be assured that they will only see information that is relevant to their role and will not have access to any details or discussions from therapy sessions. All client information will be treated with the utmost confidentiality in accordance with our data protection policies.

13.2. We own the licensee of all Intellectual Property Rights and all other rights in the materials and content that we use within the Sessions and nothing in this agreement or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in such material or content to you or to any other. You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials that we use in the Sessions. grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content or material used in the Sessions for the purposes for which the Sessions were provided only.

13.3. You may not without my prior written consent make any audio and/or visual recordings of all or any part of our Sessions. We may make audio and/or visual recordings of our Sessions with your permission.

### Termination

14. We may terminate this agreement at any time on immediate notice to you. If we do so, we will provide a pro rata refund for any Sessions that have not been used at the time of termination.

### General

15. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

### Final Statement

16. By accessing or using our services, you agree to be bound by these Terms and Conditions. If you do not agree to these terms, please do not use our services.

