Terms and Conditions

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

Welcome to Our Services

We are committed to providing you with the best possible experience. These Terms and Conditions outline the legal framework of our relationship and include important information about your therapy sessions.

By using our services, you confirm that you have read and understood these Terms and Conditions. If you attend your first session, without expressing any disagreement, it will be understood that you accept these Terms.

We are committed to providing an equal and accessible service for all users. We are committed to improving equality, diversity and inclusion for all users. Please talk to us about how we can remove any barriers to accessing our services for you. We value the full range of differences between people and are committed to promoting equality and avoiding discrimination and for all our clients to feel valued.

Sessions

1. 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.

1.1. 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).

1.2. 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.

1.3. 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

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associated costs and expenses (including professional fees)) arising out of your actions or inactions while at a third-party venue.

2. 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).

3. 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.

4. Fees and payment

4.1. 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 £85 - £90 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 may not proceed with the session.

4.2. Cancellations
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 07447 677169 or emailing at charlie@charliefancy.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.

If a session is cancelled or rearranged in accordance with the cancellation policy, any advance payment may be credited towards a future appointment or refunded at the therapist's discretion.

If the therapist cancels a session, any fees paid in advance for that session will be refunded in full or credited towards a future appointment, according to the client's preference.

4.3. Session fees will be reviewed annually, and clients will be notified of any changes. Clients will have the option to terminate the agreement if they do not agree with the new rates.

4.4. Fees paid for therapy sessions are non-refundable once a session has taken place.

5.1 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 - £90 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

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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.

Please be advised that if you are a client of Healthcare RM, you will be liable for the full session fee in the event of a late cancellation (less than 24 hours) or if you do not attend a scheduled session (DNA). It is your responsibility to inform us of any cancellations within the specified notice period to avoid incurring this charge.

Confidentiality

6. 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.

6.1. 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

6.2. 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

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6.3. 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.

6.4. 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.

6.5. 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

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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.

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

Data Protection and Intellectual Property

8. We use and process your personal data collected through our website in accordance with our Privacy Notice. This can be found on our website. Additionally, our Therapy Privacy Notice provides further information on how we handle your personal data in the context of therapy.

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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.

8.1. 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.

8.2. You may not without my prior written consent make any audio and/or visual recordings of all or any part of our Sessions.

8.3. If we die or are incapacitated and unable to practise, a suitably qualified colleague appointed as my Clinical Executor may use the Client Information Form to inform you and help you find further support. Your personal information will continue to be protected. Arrangements are in place for its secure storage and management, including any requests to see it and its eventual disposal, in line with legal and professional requirements. You can ask for their name at any time.

Termination

9. 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.

Complaints

10. If you have any concerns or complaints about the therapy service we provide, we encourage you to raise them with us in the first instance so we can discuss and hopefully resolve them together.

If you feel unable to do this, or are unhappy with the outcome, you can make a formal complaint through my professional governing body, BACP in accordance with their complaint's procedure.

General

10. 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).

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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.

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