Welsh Psychotherapy Institute

Please complete front sheet

Course- Advanced Diploma in Psychotherapy

Name of Trainee: John Dray

Essay Title: Outline the key issues that need to be addressed when formulating an initial contract with clients. You need to consider practical, legal and power issues, including a discussion of safeguarding, and also reflect on the wider implications of these issues in relation to clients whose experience might be very different from your own. Consider the role your supervisor would have in this process. Please also devise and attach your own contract and GDPR form that you would use with clients in private practice. NB Your contract should include a section on law and safeguarding. Word Limit – 2500-3000 including contract & GDPR

Word Count: 3058

Date of Submission: 2 May 2023

Overall Score **Grade**

Date Received

2 ESSAY MARKING SCHEME Year 1 Only

Trainees Name: John Dray Year: 1

1st Marker: MJ Ovens Date Marked: 13/05/2023

Essay Title: Ethics

Assessment criteria & 1st Marker Comments	Marks
√ 1st Markers comments are in purple. √ indicates good point and therefore marks. Any therapeutic terms that needed explaining or defining are highlighted. The explanation is needed because there is a body of work that describes these concepts and the authors need to be acknowledged. The marker also needs to know you understand these terms. John, you have done a good job especially on the contract and GDPR. This is a very hard essay that is set so you can demonstrate your theoretical knowledge ready to start practice. There is a lot to be pleased with but there was a shortage of analysis of theory. You have used examples from your life; to improve the essay I would also overtly link your process to the theory and practice. I recommend that you develop a more precise comparative critical approach to essay writing as this is a necessity at level 7. Section needed on Supervision and more precision on law. E.g. Harm to self and others – is this part of current legislation and if so which one?	
1.Organisation and Planning There needs to be a structured plan for the work with an introduction, development and conclusion. The work should address the essay title. √ a clear structure with most sections answered. Be careful on section headings that you make the heading clear and then you write to the heading. Contract needed a client intake sheet and some more tweaking, but the contract was well structured and short sentences would work well for distressed clients.	7/10
2. Argument and Application to Practice Own ideas will be developed and others included and referenced to show application of theory to practice and self-awareness. Where relevant, indicate further ways in which the themes could be developed. √ In places I was unsure about your view on contracts. Therefore, your argument to the essay needed to be more clearly stated. You needed to separate out types of contracts (administrative, practical and process). This led to some muddles on types of contracts. You did refer to examples of other work and your therapist. I think you needed more comparative theory to base your points on. I wanted to read more self-awareness and a discussion in how you intend to but theory into practice. Try to avoid asking questions in essays unless you intend to answer them with a blend of theory and practice.	12/25
3. Theory and Analysis Theory must be used to support the essay title. It must be critically evaluated and clearly linked to specific areas of application including self-awareness and own process. √ John, the theory present was good but much more was needed. You did not say what different types of contracts we use in therapy nor what supervision is. More clarity was needed on legal exceptions to confidentiality as a different issue to GDPR on storage and use of personal data. To improve please develop more comparative critical analysis of	11/25

the theory into practice. More of your process is needed as well. Nonetheless your contract knowledge was useful.	
4. Ethical and Anti-oppressive Practice Discussion of Ethical and Anti-oppressive practice and an understanding of the impact of intersectionality must be integral to the written work, reflecting the significance of such practice within psychotherapy. Reference can be made to ethical dilemmas, boundary negotiations, legal matters, personal transferential phenomena and any other issues related to power dynamics. √ Again you in places did a good job on this topic. You had a heading of AOP and this was not mentioned nor defined. I would expect a range of references on this in an ethics essay. Please read and find some reliable references to use in all future WPI writings. I know you are passionate on this issue so please translate this into theory and argument so we can award you marks.	6/15
5. Research and Referencing All work will be referenced and include a full bibliography. Harvard referencing system to be used throughout. Reference can be made to books, articles, journals and web links. √ The theory referenced was well done. This is a large topic and therefore I expect more references than you referred to. Some things you can learn and reuse e.g. therapeutic alliance Bordin 1979; AOP Dominelli 1999. This essay needed more referencing and research. This is very early in your therapy career and you have time to read and explore. Certainly buy a book on legal issues in therapy as usually we separate out GDPR from legal exceptions to confidentially.	5/10
6. Style and Presentation Assignments are to be typed and double spaced with pages numbered and named. Front sheets must be included. Marking will take into account spelling, grammar and adherence to word limit (+/- 10%) unless special dispensation has been agreed. ***Note*** *5 marks to be automatically credited for those writing in a 2nd language or with recognised learning needs.* √ You are developing a style that suits your communication style. I encourage you to develop a style that meets level 7 requirements. You headings needed punctuation and clarity on what you are discussing and why. Other presentation was good and I liked the principle behind the contract	4/ 5
7. Reflection and Creativity The work demonstrates a good level of personal insight and a capacity to learn from experience. It provides an open and honest account of the learning process and an ability to reflect on how your own experience has shaped your approach to the work and understanding of the topic. √ A lot of honest refection with examples from your other roles and experience. You needed to weave this in more to the theory and argument. You did say how these experiences shaped your approach to the work.	8/10
Total **Grade**	**53%** **Pass**

0 – 39% = fail, 40% - 49% = REFER; 50% - 59% = PASS; 60% - 79% = MERIT; 80 % + = DISTINCTION

2nd Marker Comments: General Comments required if grade agreed.

Second marker's comments in turquoise.

There were many interesting comparisons and ideas in this essay, John, and you had clearly done some serious thinking about the issues. I would have liked to see more explicit engagement with relevant theory, and exploring further their implications for how you might practice as a therapist.

You have also made a good start with a therapy agreement, although it will require some rethinking before being used with clients under the ATS.

Well done. I very much enjoyed reading this work.

Grade agreed Between Both Markers? **YES**

If NO, the 2 markers will discuss and may alter the mark to agree.

If the markers do not agree then the second marker will grade the essay and average grade will be given.

Average Grade if required.

See Handbook section 3, Policy 15 if you wish to appeal this.

1st Marker Signature: **Date:** 13/05/23

2nd Marker Signature: **Date: 27/05/23**

Please use this document to write your essay. Start on the next page

Outline the key issues that need to be addressed when formulating an initial contract with clients. You need to consider practical, legal and power issues, including a discussion of safeguarding, and also reflect on the wider implications of these issues in relation to clients whose experience might be very different from your own. Consider the role your supervisor would have in this process. Please also devise and attach your own contract and GDPR form that you would use with clients in private practice. NB Your contract should include a section on law and safeguarding. Word Limit – 2500-3000 including contract & GDPR

Introduction

In my life as an information technology manager I used to review contracts from third-parties. With this analysis I would point out to the company directors areas that they might like to consider before signing the agreement, an agreement that would bind them into a long-lasting relationship. Sometimes these contracts would extend to over one hundred pages. On the other hand, when I came to psychotherapy, I had a desperate need for help. My head was in a state of anxious confusion. I could barely read two pages. Words were a jumble. My head was fizzing with anxiety. Why was there this contract, this barrier to the treatment I so desperately needed? Doctors don't seem to have contracts, why do psychotherapists? √ add in this essay I will explore this dichotomy or what you will discuss.

Literature Review

Creating contracts for psychotherapeutic practice is a challenge involving many disciplines. In formulating the therapy contract and GDPR statement, I will look at legal resources, such as *How to Write a Privacy Notice and What Goes in It* (n.d.) and *Legislation Gov UK* (2023) , ethical resources such as those of the UKCP (e.g. *UKCP Code of Ethics and Professional Practice* (2019)), as well as authoritative guidance for psychotherapists from respected

figures, such as Carroll & Shaw (2012), Finlay (2019), examinations of intersectionality Hankivsky (2014) and Masson (1988/2012) who has explored the failure and abuse of therapy. √ In future you could also say how you intend to use key terms from the essay title.

Why we need contracts √

Although the introduction suggests that doctors do not have contracts, they do (e.g. Kinnear (2022)). The big difference is that they are not presented at the start of treatment, but at the point of registration for the service, which may be some time before treatment is required. As in this case, the contract is outlined in the practice leaflet. With psychotherapy the contract is typically put in place immediately before therapy begins. √

Why we need written contracts

The UKCP does not require a written contract *UKCP Code of Ethics and Professional Practice* (2019). √ The difficulties come when one tries to defend a verbal contract in law. √ is this experience or a reference? However, as outlined in the introduction a full, formal contract would be inappropriate √ why? Make an argument. You said you were distressed at the beginning. How could the client be said to have given informed consent if they were in a state of mental confusion and presented with a long contract that was full of legal jargon? √ say more

What do I want the nature of that relationship to be? As Carroll & Shaw (2012) say, 'Ethical decisions are not made on a blank page where there is no past.' In contrast, Perls, Hefferline, & Goodman (1951/1994, p. 162) say, 'a poet, recognizing the kind of situation and the kind of attitude of communication required, may contract to write a sonnet, and he responsibly fills out this metric form; but he creates the imagery, the emotional rhythm, the meaning as he more and more closely contacts the speech.' The contract sets the container for the future relationship. √ add I intend to ...

The contract sets out the standard of service that the client can reasonably expect to receive. An examination of this can be found in (Bond & Reeves, 2021, pp. 132–133). √ This also examines how this could be tested in a court of law if a client were unhappy with the standard of service they received. √ ref?

Consent

Vital to any therapeutic relationship is the concept of consent. I presented to therapy with anxiety surrounding the recent death of my husband. I came with sensitivity to unbidden touch. This represented trust issues that could easily fracture the therapeutic relationship if my therapist went beyond what I had consented to. The *UKCP Code of Ethics and Professional Practice* (2019, point 15) is very clear about the importance of both consent and contracting. √ How do you intend to get consent from your clients?

As a trainee, I will be using data from my time with my clients to further my own research and attain registration. NO: research is a separate discipline with its own code of ethics. You will be writing about your process in relation to your work with clients. This raises a range of consent issues which are discussed in Carroll & Shaw (2012, p. 342). Further, they point to the dark paths that research without consent can lead down. √ This is interesting but a little beyond the scope of this essay. Yes, you won't be using data from client work for research purposes as a trainee, and indeed the UKCP has very strict rules about the terms under which any client-based research is undertaken – but having an interest in perhaps doing some research in the future sounds very exciting!

Contracting

Contracting goes beyond the initial agreement, to the moment by moment agreement/consent between the therapist and client. √ more marks could be awarded if this was referenced and analysed It is the nature of psychotherapy that as issues arise the contract

may need to change. When I turned up for psychotherapy, my parents kindly offered to fund twelve sessions. As psychotherapy continued, it became clear that things could take somewhat longer. Within the session we re-contracted for an indeterminate period of therapy. √ here you need to explore the types of contracts and how you intend to do each when you meet a client. Practical / administrative e.g. when to meet, process – what you want to work on etc.

Easy to Understand

Even if I were going to have solicitors as my sole clinical niche, they are not arriving at therapy to be solicitors in the therapy room. So it is not fair to have a contract that requires a solicitor's understanding of contracts as a barrier to entry. √ Instead, the contract should be easily understood by someone in distress who does not necessarily have a high level of education. √ One possible model is a contract that lists the key points that is then talked through by the therapist. This is the model I have used in creating my contract. Further, I have attempted to use 'friendly' language rather than legal-sounding terms. √ a good idea but no references in this section so marks are reduced.

Confidentiality

UKCP Safeguarding Guidelines 2018 (2018) give guidance about how to use your supervisor to assess situations, including those surrounding confidentiality. In urgent cases, where your supervisor is not available, it is a good idea to have another contact to discuss situations √ who would you use and why?. 'In ALL cases full notes should be taken of your decision, actions and reasons for them.' √

One example of practically keeping confidentiality: In my work as a Church of England clergyman, I wore a uniform. This meant that if I greeted someone in the street I was not breaching any confidentiality as anyone could see my role and I was expected to greet everyone. As a therapist, the situation is somewhat different. If I greet someone in the street

then people with them are likely to ask, 'how do you know him?' That may be a question they do not wish to answer, and that reveals a breach of confidentiality. The strategy that many psychotherapists use is to not greet clients publicly unless the client greets them first. This issue is mentioned in (Finlay, 2019, p. 80). √

Where is the list of legal exceptions to confidentiality and a discussion on privacy?

Ethical and Anti-oppressive Practice

At its best a therapeutic contract models a good relationship √ is this your opinion or based on your reading. It has clear boundaries. There should be indications of how to resolve situations when things go wrong. There should also be clear ways that either side can end the contract. √ Despite this, there is a need to ensure power balance. how are the 2 related? In my own therapy we had discussions about the unidirectional flow of money and the expertise that the therapist brought to the situation. We were discussing issues around trust and unconditional love. At that time, it seemed to me that the therapist was in the relationship because they were getting paid, rather like a prostitute. √ that's quite a metaphor! My therapist said that for her I was paying for her expertise, the relationship was free and very real. Like much in therapy, I chose to accept this as 'theoretically real' so that we could examine the concept with the possibility of believing it. In this way my therapist helped to make the power structure more horizontal. √ Masson (1988/2012, p. 265) argues that it is not possible to have a true relationship unless the parties are equal. Yontef (1993, p. 28) says, *'My picture of Gestalt therapy is one based on a horizontal relationship. As much as possible, the therapist treats the patient as an equal (albeit with a difference in roles necessitated by the therapeutic contract).'* √ Whereas Finlay (2019, p. 83) argues that the power is multi-directional. In my work with Health Visitors and District Nurses grammar the District Nurses had patients, whereas the Health Visitors had clients. This reflected the nature of the relationship. The District Nurses were there to bring their expertise to a situation and fix it,

whereas the Health Visitors were there to make sure that things were going well and, if not, take appropriate action. Hence my preference for the word 'client'. Many psychotherapeutic authors (e.g. (Yontef, 1993, p. 28)) do use 'patient', so there is certainly not a consensus on this. √ often a modality issue

The *UKCP Code of Ethics and Professional Practice* (2019, point 8) spells out the importance of being aware of the power imbalance. Hankivsky (2014, p. 3) in examining intersectionality states that '*Relationships and power dynamics between social locations and processes (e.g., racism, classism, heterosexism, ableism, ageism, sexism) are linked. They can also change over time and be different depending on geographic settings.*' √ Two of these have directly affected me: first, when accessing therapy the first part of the 'journey' was revealing that my spouse was of the same sex as me. From my experience of homophobia, would the therapist be 'OK' with this? Even if the therapist appeared fine with it, would their latent homophobia skew the therapy? √ how could you work with this? In my twenties, during an exploration of my sexuality with a counsellor, they had tried to guide me to heterosexuality. Apparently this was based on her religious beliefs and her assumption that my religious beliefs would lead me to the same path. **I am sorry to read this and the ethics of 'conversion' therapy is complex and usually considered inappropriate. The UKCP has a very firm stance that it is unethical.** Second, in my previous work with Deaf people. (Here I use a capital 'D' for 'Deaf' to indicate someone who is culturally Deaf - someone who belongs to a group with its own language and culture that is distinct from the spoken culture of the majority of English people. √) An interpreter would be required to use appropriate signs that were nuanced in a similar way that the therapist uses nuanced language. They would also need to understand the particular dialect of BSL used by the Deaf person. Such communication is much slower than direct communication as the communication is between three people, rather than the two typical of a one to one therapeutic situation. The interactions are more prone to miscommunication. These are just two examples of the intersectionality of the client

affecting the power balance of the therapy. My inference from these situations is that every therapeutic relationship needs to be carefully assessed to ensure that the therapy is accessible and that the ethical and the intersectionality of the therapist and client are taken into account. √ You have not overtly discussed AOP which is not entirely the same as power dynamics.

GDPR

The following is based on *How to Write a Privacy Notice and What Goes in It* (n.d.) √ good resource from the Information Commissioner's Office website:

The legal basis for processing personal data as a psychotherapist will depend on the circumstances of the processing. One possible legal basis is the data subject's explicit consent, which must be freely given, specific, informed, and unambiguous. If the psychotherapist relies on consent as the legal basis, they must ensure that the individual has the right to withdraw their consent at any time. √

Alternatively, the psychotherapist may rely on the legal bases of legitimate interests or for the performance of a contract or for compliance with a legal obligation.

Regardless of the legal basis used, psychotherapists must ensure that they comply with the GDPR's data protection principles and rights. √

I would suggest that if working in private practice that I would use the legal basis of consent, so this is what I have used in the GDPR statement. √ examples needed

Safeguarding

Within the therapeutic practice, the first source of external guidance is the therapist's supervisor (*UKCP Safeguarding Guidelines 2018*, 2018, p. 1). This is not only a space for discussion of safeguarding issues, but also a space to discuss congruence with the law. The

same guidelines also remind that the law in different parts of the UK may now be divergent. They also give a framework for ethical decision making and first response. Finlay (2019, p. 17) says, 'Ethical dilemmas… must be understood in the context of law, professional standards and the (inter-)personal and cultural values enshrined in Professional Ethical Codes'. In this case the relevant codes are those of the Welsh Psychotherapy Institute and the UKCP. The relevant Law in Wales is the Social Services and Wellbeing Act (2014) and in England The Care Act (2014) *Legislation Gov UK* (2023) √

Conclusion

The huge challenge in producing a therapy contract is creating something that is detailed enough to be meaningful, while being simple enough to be useful. This discipline requires diverse knowledge of terrorism and drug trafficking law, safeguarding law, confidentiality law, GDPR, intersectionality, ethics. √ please when discussing these things you need references or years and name of legislation. How to make good use of your supervisor, overseeing agencies (e.g. UKCP, WPI) and indemnity insurance solicitors. Even when all this is in place, there will be ethical dilemmas surrounding specific circumstances that do not have clear solutions. Laws will change, so the contracts will need to be updated. √

Once the contract is written, there is the challenge of communicating it to the client and ensuring that they are giving informed consent before therapy has even started. Even then, the contract only represents the start of a contracting and consent journey that will continue through therapy. In many senses, it is a seemingly impossible and overwhelming task, made (hopefully) easier by the support, oversight and guidance of ones supervisor, the WPI and the UKCP. I am left with the advice of *UKCP Safeguarding Guidelines 2018* (2018): 'In ALL cases full notes should be taken of your decision, actions and reasons for them.' √

Bibliography √ recommend you buy Jenkins or another book on law for therapists.

Bond, T., & Reeves, A. (2021). *Standards and ethics for counselling in action* (5th ed.). SAGE.

Carroll, M., & Shaw, E. (2012). *Ethical maturity in the helping professions: making difficult life and work decisions*. Jessica Kingsley Publishers.

Finlay, L. (2019). *Practical ethics: a relational approach* (1st edition). Sage.

Hankivsky, O. (2014). *Intersectionality 101*. The Institute for Intersectionality Research & Policy, SFU.

How to write a privacy notice and what goes in it. Retrieved April 30, 2023, from https://ico.org.uk/for-organisations/sme-web-hub/how-to-write-a-privacy-notice-and-what-goes-in-it/

Kinnear, J. (2022). *Meddygfa Penygroes Surgery*. https://penygroessurgery.nhs.wales/files/practice-leaflet-english-v131022/

Legislation Gov UK. (2023, April 30). [Government Website]. https://www.legislation.gov.uk/

Masson, J. M. ([1988] 2012). *Against therapy* (Kindle). Untreed Reads.

Perls, F. S., Hefferline, R. F., & Goodman, P. ([1951] 1994). *Gestalt therapy: excitement and growth in the human personality*. Souvenir.

UKCP Code of Ethics and Professional Practice. (2019). UKCP. https://www.psychotherapy.org.uk/media/bkjdm33f/ukcp-code-of-ethics-and-professional-practice-2019.pdf

UKCP Safeguarding Guidelines 2018. (2018). UKCP. https://www.psychotherapy.org.uk/media/w3oi0v4y/ukcp-safeguarding-guidelines-2018.pdf

Yontef, G. M. (1993). *Awareness dialogue & process: essays on gestalt therapy*. Gestalt Journal Press.

John Dray

Psychotherapy Agreement

This agreement (“Agreement”) is between [insert name of psychotherapist] (“Therapist”) and [insert name of client] (“Client”). √

1. **Purpose and Scope of Therapy** We agree to work together to help you achieve your goals and objectives for therapy. We’ll decide together what we’ll work on and how we’ll do it, and we can change it if needed. √

2. **Confidentiality** What you share with me is confidential, and I’ll keep it that way unless I’m required by law √ add list of main legal exceptions to confidentiality to share it or if it’s necessary to protect you or someone else. The way that I handle your data is outlined in the GDPR Statement. There may be circumstances, e.g. to save a life or prevent harm, where I have to reveal confidential information which law is this? . If this is necessary, I will endeavour to get your permission first unless is it not reasonably practical or I am required by law not to get your permission (e.g. Terrorism Act 2000) √ I’d separate GDPR about data from legal exceptions to separation

3. **Supervision** add a sentence on supervision As a trainee therapist, I am required to record sessions. This is to help me offer the best therapy to you. Anonymous transcripts of these recordings will be used both in my supervision and to allow me to complete case studies as part of my training. √ to maintain confidentiality, your details will be obsured. I might also state how the recordings are stored and for how long.

4. **Fees** The fee for each session is [insert fee], and you’ll pay at the time of service. If we need to adjust the fee, I’ll let you know ahead of time. If you need to cancel a session, please let me know at least ~~24 hours in advance~~, suggest 7 days or you’ll be charged the full fee. The fee is for a session of 50 minutes. √ a sliding scale or concession

5. ~~**Ending Therapy** You or I can end therapy at any time for any reason by giving reasonable notice. If we end therapy, I’ll help you find someone else to continue~~

~~treatment.~~ √ a good section but not clear enough

6. **Limits of My Expertise** I will not know everything about every problem. If you're not happy with how therapy is going or if you need help with something I can't help with, please let me know so we can figure out what to do next. If you have concerns about treatment, I abide by the Welsh Psychotherapy Institute (WPI) Code of Ethics and you can raise concerns with them. In turn, the WPI are governed by the UKCP. √ add link to WPI raising concerns pack
7. **Agreement to Participate in Therapy** To make the most of our time together, please come to sessions at the time agreed. What happens if the client is late?
8. **Limitations of Liability** Therapy is not without risk, but I'm not responsible for any damages that might happen, except in cases of gross negligence or intentional harm. √ add I carry insurance
9. **Governing Law** This Agreement is governed by the laws of England and Wales.
10. **Specific Laws** Other laws that may affect this agreement include but are not limited to: Terrorism Act 2000, Drug Trafficking Act (1986), Road Traffic Act (2000) √ more legislation needed, see comment above
11. **Entire Agreement** This Agreement is our complete understanding of our work together and replaces any earlier agreements we might have made.
12. √ add drugs and alcohol, writing, notes, assessment period. I would have ending therapy towards the end of the list.

Please let me know if you have any questions or concerns.

√ what are they signing for? a statement on agree to the terms and conditions?

Name of Client:

Signature of Client:

Date:

John Dray

Name of Therapist:

Signature of Therapist:

Date:

Add client contact sheet, with GP details, medication, mental health professionals and what you want from therapy.

John Dray

GDPR statement - Your Information

Who I am

My contact details:

What I keep

Notes in paper or electronic form.

Audio recordings of work with clients.

+ a client intake form with contact details

~~Possibly video recording of work with clients.~~ no

Why I am allowed to keep finish the sentence

I keep your data only if I have your consent. You can withdraw this consent at any time. You have the right to access your personal data, the right to rectify inaccurate data. If you withdraw your consent, then I will either destroy the data or anonymise it, unless prevented by law. If you withdraw your consent then I will not be able to continue to work with you as it is a condition of my training that I keep detailed notes of work, record the sessions, am able to contact you and maintain information that could be useful in emergencies. √ I would suggest you change the heading to consent and reduce the content

Why I keep ~~it~~ data

A record of sessions so that I can: - give better continuity to my work with you. - as a record to help work through issues with my supervisor and continue my learning - as a record to help write up case studies - to comply with legal requirements - ensure that I have your details in order to contact you both as part of our work together and in case of emergency - details of your GP in case of emergency √ a few issues conflated here.

John Dray

How I keep it

Paper records will be kept in a locked filing cabinet.

Electronic records will be kept on a password protected computer with an encrypted hard disk. In these cases, the records are anonymised so that a breach of data security will not allow someone to work out who the notes are about.

Emails are kept on a secure email system.

Backups are stored on an encrypted system where no access is available to the backup provider. √

How long you will keep it

In the case of adults, notes will be kept for up to seven years after therapy has ended. After this time the files will be destroyed, or all notes are always anonymised and coded. Audio recordings will be destroyed √ within a few weeks, except occasional tapes that ~~after they have been~~ transcribed for my learning.

Who gets to see it

My supervisor will get anonymised details of my sessions with you. A client might wonder what kind of details and why?

If I am required by law to reveal your information. Examples could include safeguarding, terrorism or money laundering. There could also be examples where your life or the life of another is in danger and revealing information could reasonably save a life.

What happens if it leaks √ I'd remove this section. It is your responsibility to not leak.

If information leaks, then I am bound to notify you and the Information Commissioners office (ICO) within a statutory period of time.

These are detailed on the ICO website: https://ico.org.uk/ √ are you going to register with them

John Dray

otherwise this is not true?

The notes of sessions will be kept separate from your personal notes.

What happens if I am no longer able to keep it

If I am no longer able to work with you on a long-term or permanent basis. I have made arrangements for another therapist to deal with my work. They would **NOT** take over my notes.

If you were still in therapy with me at the time, You would have the option to continue therapy with them.

I AGREE TO DATA BEING STORED

Name: _____

Date: _____