

TERMS AND CONDITIONS OF SERVICE

This agreement is made between **Platinum Mind Therapy Ltd**, a company registered in England and Wales under the company registration number 15861162 and You.

(NB References to 'therapy' in this agreement, includes all our therapy, therapeutic treatments, counselling and other services.)

1. FORMATION OF AGREEMENT

- 1.1. This agreement is a legal binding agreement, which sets out your rights and obligations, and those of **Platinum Mind Therapy Ltd**.
- 1.2. Appointments can only be made through discussion between the therapist and Service User via email, whatsapp or in person. When you book for appointment, you will receive a booking confirmation via email. You can make a booking at the Therapist's office.
- 1.3. All new service users will be required to email the therapist, their full name, birthdate, full current address, next of kin details and GP details in the booking form. This information is needed as part of the intake process and future invoicing.
- 1.4. The Therapist requires you to be truthful and work in the best interests of this agreement between the Platinum Mind Therapy Ltd and You.
- 1.5. You agree to provide the therapist with all pre-session written work such as questionnaires (if applicable) as appropriate within the requested timeframe 24 hours prior to a booked session.
- 1.6. You are paying for the agreed time with the Therapist (physical or online). It is your responsibility to attend the session on time. If you are late for the session, the therapist has no obligation to contact you. You will be kept updated if the therapist is likely to be delayed more than five minutes.
- 1.7. Platinum Mind Therapy Ltd offer an initial complimentary, face-to-face or Zoom consultation to identify the challenges You are facing and Your goals. It provides an opportunity for you to explore the services offered and ask any questions. Additionally, it allows the therapist to determine if the services can effectively meet Your needs and if you would like to move forward. For the first complementary pre-treatment consultation, you may be accompanied by another adult. However, the treatment sessions will be conducted on an individual one-to-one basis only. There is a waiting area outside for someone who may be accompanying you.
- 1.8. Following the complementary consultation, if it is decided that you would like to go ahead with therapy, the therapist will create a plan for your treatment and then arrange a date and time for your first therapy session.

- 1.9. No refund will be given for your late arrival at the session under any circumstances. This includes emergency or unforeseen circumstances out of your immediate control.
- 1.10. If you arrive late, an extension of the agreed time or rescheduling the session will not be offered. The therapist is not required under any circumstances to go beyond the arranged session finishing time. The session will be terminated at the end of the arranged time even if you have not reached your desired outcome. The therapist will use reasonable care and skill in providing the service that you choose. Each service user is different and so is every therapy session. There are no guarantees of any successful outcome. It is not the responsibility of the therapist to achieve the desired outcome for you.
- 1.11. If you are not satisfied with the outcome of the therapy, there is no refund.
- 1.12. Platinum Mind Therapy Ltd only accepts self-paying clients.
- 1.13. Platinum Mind Therapy Ltd does not provide any services to individuals under the age of 18.
- 1.14. Platinum Mind Therapy Ltd reserves the right to refuse treatment at its sole discretion, particularly in cases of abusive, rude or violent behaviour.
- 1.15. Prior to treatment, you will undergo an assessment to determine your suitability for this kind of therapy. Platinum Mind Therapy Ltd does not accept clients who have severe mental illnesses, psychosis or who are under the influence of drugs or alcohol.

2. YOUR CONSUMER RIGHTS

- 2.1. In summary, the Consumer Rights Act 2015 says:
 - You can ask Platinum Mind Therapy Ltd to repeat a service if it is not carried out with reasonable care and skill or get some money back if Platinum Mind Therapy Ltd cannot correct the service.
 - If a price has not been agreed upfront, what you are asked to pay must be reasonable.
 - If a time has not been agreed upfront, the services must be carried out within a reasonable time.

3. PRICING, PAYMENT AND METHODS OF PAYMENT

- 3.1. The fee for a 60–120 minute therapy session in-person or online/remote is £200.00, unless otherwise agreed.
- 3.2. Once your appointment slot has been agreed, You will be sent a link for payment prior to the therapy session. Payment can be in the form of cash before the start of the session or, preferably, via a bank transfer 48 hours before the session. Bank details will be given at the booking of the appointment. Credit and debit cards are also accepted. You must pay any related transfer fees per transaction.

- 3.3. If you do not make payment in advance of a session, your session will be cancelled and made available to other service users.
- 3.4. If Platinum Mind Therapy Ltd is unable to collect any payment from You, Platinum Mind Therapy Ltd may charge interest at the rate of 5% (five percent). Interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.
- 3.5. You must be up to date with payments before booking a new session.
- 3.6. If you would like the therapist to write a letter on your behalf, such letters will be charged per letter. If You require an extended report, you must discuss this with the therapist. The therapist needs a minimum of one week's notice, if you require any written documentation.

4. CANCELLATION POLICY AND ENDING A SESSION

- 4.1. Therapy is not a magic 'cure' and you will be expected to share responsibility for your progress. Platinum Mind Therapy Ltd encourages you to discuss how you are finding therapy. If you think therapy has lost meaning or focus or if you are not feeling any benefits, please discuss this with the therapist. It can be beneficial to work through these challenges.
- 4.2. Cancellations can be done via email or phone, with a minimum of 48 hours notice before a session for a refund in full. Any sessions cancelled with less than 48 hours' notice, will be charged in full.
- 4.3. For most of Platinum Mind Therapy Ltd's services bought online or over the telephone, you have 14 days after the date to change Your mind, but you lose the right to cancel any service, when it has been completed and you must pay for any services provided up to the time you cancel.
- 4.4. Sometimes a service user requires more time or less time than expected and this can only become known after therapy has started. If you are in any doubt at any point or have any questions relating to the agreed duration of therapy, You must raise the appropriate questions with the Therapist during an agreed therapy session.
- 4.5. The therapist reserves the right to terminate a session without a refund if it is considered that you are a personal risk to the therapist or anyone else in office or in the building. The appropriate services will also be alerted in all cases of violence or personal threats.
- 4.6. Personal threats, verbal or physical abuse and vandalism will not be tolerated, and the session will be immediately terminated. Subsequently, no refund or any monies will be given for the remaining time of the booked session.
- 4.7. Even though the agreed session time might be 60-90 minutes, the Therapist reserves the right to terminate the session if the therapy is not considered in Your best interests. The therapist reserves the right not to disclose the reason for the session's termination. In these circumstances, no refund will be given.

5. CONFIDENTIALITY, HEALTH AND SAFETY

- 5.1. The Therapist is an accredited member of GHR (General Hypnotherapy Register) and adheres to their ethical framework and guidelines to ensure that you receive a professional and competent service.
- 5.2. Confidentiality is agreed between you and the therapist. You are entitled to expect that the information you give to the therapist about yourself and others will remain confidential. The therapist reserves the right not to disclose to any third party any information related to therapy sessions. This applies to all circumstances even at Your request. Information can be disclosed subject to the terms of Platinum Mind Therapy Ltd's Privacy Policy or if it is required by law.
- 5.3. In line with UK law and ethical rules set out by GHR, the therapist reserves the right to break confidentiality and disclose session information (notes, video or audio recordings) to any relevant third parties e.g. GP, police, social services, legal services, emergency services, if in his/her opinion, your safety is a risk to herself/himself or to others or is at any risk from others. Similarly, the therapist reserves the right to break confidentiality and disclose session information, if he/she believes that an elderly person or disabled person is being abused or neglected, to the appropriate state agency that handles abuse to elderly or disabled persons. Finally, the therapist reserves the right to break confidentiality and disclose session information to authorities if you disclose any involvement with terrorism, child abuse or money laundering, whether it is related to drug trafficking or any other serious crime.
- 5.4. In order to ensure that the therapeutic process can be maximised, you should not arrive under the influence of alcohol or non-prescribed drugs. If the therapist has any reason to believe that this may be the case, then the therapist will draw the session to a close/not commence a session.
- 5.5. The therapist recognises that the process of therapy may, for some, generate strong emotions. In rare circumstances where the Therapist has a concern that such emotions have escalated to the point where they are not, in the therapist's opinion, containable in the room, the therapist will draw the session to a close early.
- 5.6. Platinum Mind Therapy Ltd does not offer emergency support as Platinum Mind Therapy Ltd cannot guarantee availability to you outside the planned sessions. If You are in danger in any way, it is your responsibility to contact emergency services (A&E), your GP or the Samaritans, and discuss this with the therapist in Your next session.
- 5.7. The therapist and Platinum Mind Therapy Ltd are not able to provide immediate support in case of an emergency. If you are in a life-threatening situation or cannot keep Yourself safe, You are strongly encouraged to go to your local A&E and if you cannot get there safely, to call 999. In addition, if your emotional health deteriorates and you need urgent assistance, you are strongly advised to contact Your GP, or if out of hours, consider whether you need to go to the A&E of your nearest hospital.

Some useful emergency contacts below:

- The Samaritans (24hr): 116 123 or email: jo@samaritans.org
- Saneline: 0845 767 8000 (6pm – 11pm).
- Rethink: 0845 456 0455 (Mon – Fri, 10am – 2pm).
- CALM: 0800 58 58 58 (Everyday, 5pm – midnight).
- Maytree: 020 7263 7070 (<http://www.maytree.org.uk/>)
- Make an appointment with your GP
- NHS Direct on 111

- 5.8. As part of the therapist's aim in offering high quality service, the therapist has found it helpful to make audio and video recordings of sessions. Recordings are used for supervision purposes with the therapist's clinical supervisor(s) and with other mental health professionals who are also accredited with a professional body and abide by the ethical framework and guidelines of the profession. Review of recordings in clinical supervision offers better insight and understanding of the presenting issues that might be helpful in your circumstances. Recordings are kept and stored safely in an external drive (password protected). The terms of Platinum Mind Therapy Ltd's '*CCTV Consent Form*' are incorporated into this agreement.
- 5.9. By commencing therapy, you consent to video and audio recordings being made of these sessions and to these recordings being used in clinical supervision to aid the work between the therapist and you. You have the right to refuse consent to video and audio recordings and must state this in writing before the commencement of therapy. The therapist also reserves the right to refuse therapy if you decline to have the session in the presence of CCTV.
- 5.10. Any material produced in the session e.g. video and audio recordings, session notes, written homework and psychoeducational material, is the sole intellectual property and copyright of Platinum Mind Therapy Ltd.
- 5.11. The therapist also always requires your confidentiality. You cannot disclose any correspondence/material related to the session, whether before the session or after a session.
- 5.12. The correspondence and all therapy material shared between the Therapist and you, is to be used only by you. All written and verbal communication is issued and intended according to your individual treatment plan. If you share any material that was intended for your exclusive use, the therapist accepts no responsibility for the material's effecting use on any third parties. Therefore, copying, reproducing or displaying this information publicly or electronically is not permitted and legal action may be taken against You if that is found to be the case.
- 5.13. Under no circumstances are You permitted to record (video or audio) the session, whether on a phone or any other device, unless the therapist has provided prior written consent. Under no

circumstances are you permitted to make public, an unauthorised recording (video or audio) of any session on any social platform, and legal action may be taken against you if that is found to be the case.

6. HANDLING, COLLECTION, STORAGE AND USAGE OF DATA

- 6.1. The lawful basis for the Therapist holding and using your information is in relation to the delivery of a contract to You as a health care professional. As an accredited member of GHR and GDPR, the therapist operates under a strict code of confidentiality.
- 6.2. All your personal Information is kept securely and confidentially in line with the Data Protection Act 2018 [and also the ethical framework and code of practice of BPS, HCPC and GHR].
- 6.3. Session notes or personal details concerning you are kept in electronic form and paper form. Any paper notes are kept in a secure, robust, locked filing cabinet and stored within a secure building. All digital information is stored on a domestic computer, which is password protected and stored within a secure building.
- 6.4. Your personal data is kept for a period of years following the end of therapy to comply with any obligations that are placed upon Platinum Mind Therapy Ltd by its insurers and accrediting bodies.
- 6.5. You can request a copy of the clinical notes that Platinum Mind Therapy Ltd hold about you by contacting us by email or writing to your therapist. Information will be provided to You within 30 days.

7. REVIEWS AND ENDING THERAPY

- 7.1. The therapist and you will review sessions regularly depending on your demand or as the therapist finds appropriate.
- 7.2. You are not tied into any long-term commitment, and You may end sessions at any time (subject to the cancellation terms in paragraph 4 above).
- 7.3. If the Therapist considers Your needs are beyond the limits of their competence, the therapist reserves the right to terminate the therapy. The therapist will discuss this with you in the session and further recommendations, if possible, may be provided.
- 7.4. If the Therapist decides to end the therapy due to unforeseen circumstances, Platinum Mind Therapy Ltd reserves the right not to disclose the reason for this decision. Platinum Mind Therapy Ltd endeavours to give as much notice as reasonably possible.

8. ENDING THIS AGREEMENT

- 8.1.** Platinum Mind Therapy Ltd can end this agreement immediately and claim any compensation due to Platinum Mind Therapy Ltd if:
- 8.1.1.** You do not make any payment to Platinum Mind Therapy Ltd when it is due and you still do not make payment within 10 (ten) days of Platinum Mind Therapy Ltd's reminding You that payment is due.
 - 8.1.2.** You do not, within a reasonable time of Platinum Mind Therapy Ltd asking for it, provide Platinum Mind Therapy Ltd with information, cooperation or access that Platinum Mind Therapy Ltd needs to provide its services.
 - 8.1.3.** You commit a serious breach of one of the important terms of this agreement and fail to correct (where correction is possible) that breach within 10 (ten) days of being asked by Platinum Mind Therapy Ltd.

9. LOSS

- 9.1.** Platinum Mind Therapy Ltd will not compensate you, whatsoever, for any loss that:
- 9.1.1.** Is not reasonably foreseeable;
 - 9.1.2.** Is outside Platinum Mind Therapy Ltd's control;
 - 9.1.3.** Could have been avoided if you had taken reasonable action, including following Platinum Mind Therapy Ltd's instructions;
 - 9.1.4.** Is indirect or consequential loss; or
 - 9.1.5.** Is in connection with your trade, business, craft or profession (including, amongst other things, loss of profit, savings, opportunity, contract or otherwise).
- 9.2.** The total liability of Platinum Mind Therapy Ltd under this agreement (whether arising in negligence or otherwise) will not under any circumstances exceed the amount equal to the sums paid by you to Platinum Mind Therapy Ltd by way of any fees for each session, regardless of the cause or form of action.
- 9.3.** Nothing in this agreement limits Platinum Mind Therapy Ltd's liability for death or personal injury resulting from Platinum Mind Therapy Ltd's negligence, or any other liability which may not by law be excluded. Any statutory rights you may have as a consumer remain unaffected.
- 9.4.** You agree to indemnify Platinum Mind Therapy Ltd against all liabilities, claims and expenses that may arise from any breach of this agreement by you.
- 9.5.** The information provided by our therapists during sessions with you and the information on Platinum Mind Therapy Ltd's website, are not intended to be relied upon or to be a substitute for health advice from Your GP or other healthcare professional. Accordingly, Platinum Mind Therapy Ltd does not accept any liability for any loss that may arise from reliance on any of this information. If You are concerned about Your symptoms or have any other concerns or

questions about Your health or medicines, you should always consult an appropriate healthcare professional.

10. GENERAL

- 10.1. This agreement is between You and Platinum Mind Therapy Ltd. Nobody else can enforce it and neither You nor Platinum Mind Therapy Ltd will need to ask anybody else to sign-off on ending or changing it.
- 10.2. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 10.3. Platinum Mind Therapy Ltd might not immediately chase You for not doing something (like paying) or for doing something you are not allowed to, but that does not mean Platinum Mind Therapy Ltd cannot do it later.

11. LAW

- 11.1. This agreement is governed by and interpreted in accordance with English law. The English courts will have exclusive jurisdiction over any dispute.
- 11.2. If You have concerns about your therapy, please try speaking to your Therapist first to see if Platinum Mind Therapy Ltd can sort this out.
- 11.3. If You feel this is not possible then You can contact the **British Association of Counselling and Psychotherapy (BACP)** directly either by telephone: **07811 762 114** or **07811 762 256**, email: ask@bacp.co.uk; or via the **Ask Kathleen Service**: <https://www.bacp.co.uk/abouttherapy/ask-kathleen/> or GHR at admin@general-hypnotherapy-register.com

INFORMED CONSENT AND AGREEMENT

By signing below, I (You) confirm that I have read, understood and agree to all of the terms of Platinum Mind Therapy Ltd's agreement as explained above:

	Therapist	Client
Name (printed)	Subaig Singh Kandola	
Signature		
Date		