

# Terms and Conditions



## Working remotely and providing online therapy/coaching guidance:

### **Data Protection**

As is the case with face-to-face therapy, practitioners providing treatment via technology have a legal duty to comply with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR), and an ethical responsibility to safeguard clients from unauthorised disclosure of information.

### **Informed Consent and Safeguarding**

Clients must be informed about the nature of the service being offered. Therapists should make clear the circumstances in which confidentiality can be broken, i.e. if it becomes apparent that there is a risk of harm to the client or others or where there is a legal duty of disclosure.

Practitioners should take reasonable steps to ensure that clients are in a safe physical environment and are informed about the safe use of technologies, e.g. that adequate security measures are needed to protect sensitive information held electronically, and that it is highly inadvisable to place

confidential data on publicly accessible sites such as Facebook and other web-based platforms. Practitioners cannot be held responsible if their clients do not follow the advice given.

At the outset of each session, practitioner and client should agree how to proceed if a technology breakdown occurs, arranging, for example, to try to reconnect in five or 10 minutes. In case reconnection isn't possible, there should be an arrangement to phone or e-mail with a view to rescheduling the session.

It is important for the client to have access to local support in the event of an emergency. In this regard, the client should have an arrangement to receive support from a family member, friend, GP, etc, if the need arises. As with face-to-face therapy, the therapist should obtain the contact details of the client's GP and/or another responsible individual.

## **Legal Considerations and Insurance**

Practitioners need to take account of the specific laws of a prospective client's geographical location. In this regard, different geographical regions are subject to legislation that affects the delivery of therapy.

Online Therapy to individuals in countries other than the one in which you reside needs to have confirmation that insurance cover online therapy to that country.

## **Payment for Services Delivered Remotely and cancellations**

Secure arrangements need to be in place for the transfer of money, for example, PayPal, Sage Pay, etc.

Payment to be received, at the latest, by 5 working days prior to appointment.

Please see our cancellation policy for details.

## Ethics and Complaints Procedures

ADHD Foundation Ethics and Professional Policy and its Complaints Procedure apply to remote working.

## Digital Platforms

There can be no guarantee that any platform will remain fully secure over time in a fast-changing 'digital world', therapists are advised always to ensure that clients give their informed consent, having been made aware of the risks.

Notes:

- a. An email message from the client indicating that they give their informed consent should be sufficient in this regard;
- b. As a further safeguard, both client and practitioners are advised to avoid sending sensitive information in written form via the messaging facility.
- c. Both parties clearly need to take steps to ensure that the conversation can't be overheard by unauthorised third parties in the same building. To this end, the use of headphones by both client and practitioner is advised.

## Online Service Contract Agreement

The ADHD Foundation online services offer a confidential and personal relationship between you and your practitioner. This form is an agreement to commit to the process.

I, as the service user, agree to being on time for each scheduled session, from an environment where I will be undisturbed; for the duration of the session.

I understand that every session is totally confidential - unless the practitioner believes that I present a potential risk to myself or another person, or there is evidence of involvement in serious crime. In these circumstances, the practitioner will, if possible, discuss this with me first. In the interests of safety however, the practitioner retains the right to break confidentiality, without prior consultation, should they consider the matter urgent.

I accept that I am fully responsible for my own actions and that I initiate this service relationship on this basis.

I agree that I will raise with the practitioner, without delay, anything that I am unhappy about in our service relationship.

I understand that the practitioner has the right to terminate sessions under the following circumstances:

- I continually refuse to undertake agreed actions arising from a session
- Where the practitioner feels there is a need for specialist support
- Involvement in illegal activity
- Where the practitioner feels I am becoming dependant on the sessions

I will give at least 5 days notice if I need to cancel or reschedule a session. I understand that if I do not give this notice period, then I will forfeit all rights to a refund.

I will pay the agreed fees to ADHD Foundation, in full and at least 5 days before my session. I understand that if I do not pay within this time, then the ADHD Foundation may cancel my session booking.

I understand and accept that the coaching process will not begin until the first payment has been made.

Name .....

Signature .....

Date .....

## Online Service Financial and Cancellation Policy

You will be required to tick a box on the referral form to show that you have read and accept the policies. If you do not tick this box to agree to the information below, we will not be able to proceed with your appointment.

Payment must be made before ANY appointments can be booked, including re-booked appointments.

The session fee is **non-refundable** (including if you do not attend or cancel).

### What if I want to re-book my session?

If you contact to re-book a session at least **5 days before** your appointment is due there is **no additional charge**. If you contact to re-book an appointment **less than 5 days before** your appointment is due then there is a **50% re-booking charge**.

If you do not attend your appointment and then call to re-book, the **50% re-booking charge** will be made for the new appointment.

In special circumstances the re-booking charge can be waived, however this needs to be approved by the Operations Director. It can take between 3-5 business days to make a decision.

### What if I want to re-book the optional 30minute consultation session?

If you contact to re-book the initial assessment session **5 working days before** your appointment is due, there is **no additional charge**.

If you contact to re-book an appointment **less than 5 working days before** your appointment is due then a **50% re booking charge** will be made. In special circumstances the re-booking fee can be waived, however this needs to be approved by the Operations Director. It can take between 3-5 business days to make a decision.

## What if I am late to the session?

If you are **less than 25 minutes** late to the appointment we will be able to proceed with the appointment as we will still have sufficient time.

If you are more than **25 minutes late** we will not have time to complete the session and it would need to be re-booked. The re-booked appointment would be subject to the 50% re-booking charge. In special circumstances the re-booking fee can be waived, however this needs to be approved by the Operations Director. It can take between 3-5 business days to make a decision.

## What if I am late to the optional 30minute consultation session?

If you are **less than 10 minutes** late to the appointment we will be able to proceed with the appointment, however, it will be a limited appointment and we will only complete as much as the remaining time allows.

If you are more than **10 minutes late** we will not have time to complete the session and the appointment would be re-booked.

## What if I require an interpreter?

Unfortunately, we are unable to provide interpreters for the appointment. Should one be required then you would need to source this yourself.