

THERAPY AGREEMENT

This Agreement is made between Ian Epstein (Therapist) and _____ (*insert name*) of _____ (*insert address*) Client (“the parties”). Please read this document carefully and ensure that you fully understand its contents. You must confirm that you have read, understood and have freely given your consent to engage in therapy and separately, that you have also given your Consent under the requirements of GDPR 2018. Further details are available on www.GDPRandyou.ie .

Interpretation

The following definitions and rules of interpretation apply in this Agreement.

“Business day” means Monday to Friday inclusive excluding public holidays in Ireland.

“Commencement date” means the date that this Agreement is executed by the Parties.

“Confidential Information” means any information of a confidential nature disclosed by a party (“The Disclosing Party”) to the other Party (“The Recipient”) whether such information is in writing or oral form which the parties due to the nature of the information would consider same to be Confidential and in any event information which a reasonable party should consider or ought to consider to be confidential but for the avoidance of doubt, confidential information shall not include the following:

- (a) Information that becomes available in the public domain without fault of the Disclosing Party or was publicly available at the time of disclosure
- (b) Is received from another source who can disclose it lawfully and without an obligation to keep it confidential.

“Consumer Protection Acts” shall mean the Supply of Goods and Provision of Services Act 1980, the Consumer Protection Act 2007, the European Consumer Information (Cancellation and other rights) Regulation 2013 (S184/2013) and any subsequent amendments enacted.

“EU Directives” shall mean the European Directive on Consumer Rights 2011/83 EU and any regulations and any amendments thereof.

“GDPR” shall mean The General Data Protection Regulation of the Council of the European Union (EU) 2016/679 and the Data Protection Act 2018 and any subsequent amendments.

“EIDAS Regulation” shall mean Regulation (EU) No 910/2014 of the European Parliament and of the Council of Europe and any subsequent amendments.

“Services” shall mean Hypnotherapy, Hypno-psychotherapy, Hypno-band, Counselling.

“General Terms and Conditions” shall mean the Terms and Conditions attached to this Agreement and contained in Schedule I of this Agreement which form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes Schedule I.

Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular. A reference to one gender shall include a reference to the other genders.

IT IS HEREBY AGREED AS FOLLOWS:

1. Confidentiality

1.1 The Therapist will treat the Client’s voluntary disclosure of sensitive and personal information in a confidential manner and in accordance with GDPR, except in the following circumstances:

- a) Concern about actual or possible serious physical harm or death, including threatened suicide or terrorism.

- b) Under Children First: National Guidance for the Protection and Welfare of Children, 2017: Disclosure of a named child abuser (a child is 18 or under) or abuse (including bullying) towards vulnerable persons by a Client or child, including historical cases, requires mandatory referral of suspicions or reasonable grounds concerning bullying to the HSE Duty Social Worker (full details on www.tusla.ie).
- c) Anonymously, as part of professional supervision.
- d) The Client is obliged to keep their sessions confidential to support their outcome.
- e) In order to comply with a Court Order, regulatory body or other governmental demand that has the force of law, prior to disclosure of Confidential Information under Clause 1(d) if legally permitted to do so, the Therapist will provide the Client with prior notice and with a reasonable opportunity to seek protective treatment of the confidential information.

2. Respect for the Rights and Dignity of a Client

- 2.1 The Therapist will not intentionally intrude on matters that do not relate to therapy; the dignity of the Client will be respected, including the Client's moral and cultural values.

3. Competence

- 3.1 It is warranted that the Therapist in providing the services, has the adequate skills to provide the service as per the standards and Code of Ethics. It is hereby acknowledged that the Client has carried out the necessary due diligence as to the relevant qualification of the Therapist supplying the service.
- 3.2 Further information about the Therapist's qualifications can be found on the following website <https://www.confidentialcounselling.ie> and the Client hereby acknowledges and confirms that they have read the information provided on the website and is satisfied with the Therapist's qualification to provide the services.

4. Shared Responsibility

- 4.1 The Therapist shall endeavour to assist the Client in achieving a realistic outcome and will act in a trustworthy, reputable and accountable manner to provide the service.
- 4.2 The Client agrees to fully cooperate and commit with the Therapist to achieve the best outcome. The Client may be required to journal and/or undertake exercises between sessions. The Client is required to participate fully in the therapeutic process and agrees to use their best efforts to undertake such actions, if requested to do so by the Therapist.

5. Code of Ethics

- 5.1 The Therapist will honour professional commitments and treat the Client with respect, fairness, openness and honesty in a non-judgemental manner. The Therapist will answer all questions the Client may have, to the best of the Therapist's ability.
- 5.2 In the event of a conflict of interest arising, the Therapist will address the matter as soon as reasonably possible and will not intentionally take advantage of the professional relationship in any way.

6. Session and Treatment details

- 6.1 The first session involves clarifying details of the Agreement, completing a detailed Client Intake and answering any questions.
 - It is an opportunity to build trust and decide whether the parties are a good match.
 - An evaluation of the Client's needs will inform agreed goals and help to identify steps to achieve a realistic outcome (this plan may be amended as therapy progresses).

- By the end of the session, the Therapist will discuss and agree the most appropriate intervention.

6.2 The Therapist does not treat serious depressive disorders or psychosis e.g. schizophrenia, which is the remit of a psychiatrist.

6.3 A session lasts approximately one hour and will generally take place weekly or bi-weekly face to face or on a secure online platform, by mutual consent. It is the Client's responsibility to arrive on time, as delays cannot be made up at the end of a session.

7. Online sessions may not be recorded.

7.1 The Client expressly agrees that they will not record sessions or allow a third party to access the therapy hour; to do so would be considered a breach of privacy and Client confidentiality.

7.2 For online sessions Zoom (at minimum Ver. 5) is purported to deliver one of their most advanced security enhancements, however the Therapist is not responsible for any breaches of security by a failure of this system.

8. Professional Standards – Complaints

8.1 If the Client feels they are being unfairly treated during sessions, the Client shall raise the matter with the Therapist as soon as possible. If a resolution cannot be found, the Client can request a complaint form from www.eaph.ie/#contact.

9. Record Keeping

9.1 In accordance with GDPR, Client files are confidential and can only be accessed by the Therapist subject to the exceptions provided in this Agreement. They are held in a secured area for a minimum of six years following completion of therapy and then shredded.

10. Journalling

10.1 The Client will record their thoughts, dreams, challenges and feedback in a Journal.

10.2 As part of the provision of Services, it is recommended that the Client keeps a daily journal because doing so helps to maximise the benefit of therapy and the services provided and it helps to generate meaning and insight from the Client's writings.

10.3 The journal should be kept in a safe place, away from third parties. The Client is required to bring the journal to each session for the purpose of taking notes, logging homework or facilitating discussions. Above all, the Client agrees to be honest and non-judgemental in their reflection.

11. Next of Kin

11.1 In the unlikely event of the Client becoming ill or requiring assistance, the Client expressly grants consent to the Therapist to contact the Client by mobile phone (for online sessions) and/or to contact the Client's next of kin, to be nominated on the final page of this Agreement.

12. Disclosure and Disclaimer

12.1 Services offered are not intended to substitute those provided by a mental health professional (doctor, clinical psychologist or psychiatrist).

12.2 The Client confirms and acknowledges that the Therapist is not allowed to diagnose, offer a prognosis, treat or cure medical conditions, illnesses, or diseases; neither does the Therapist write reports for Solicitors, if litigation is involved with a third party.

- 12.3 Should the Client experience any mental health issue, the Client must consult with a mental health provider first, before exploring alternatives to traditional medicine.
- 12.4 Should the Client take medication; the Client must not discontinue taking same without their doctor's consent.
- 12.5 Results may vary, and results and desired outcomes cannot be guaranteed as they are dependent on factors including but not limited to the Client's background, discipline, readiness for change and commitment to the process.

13. Privacy Notice

13.1 Information Collected and how it is used:

The Therapist shall only request information from the Client that relates to their presenting issue(s) in order to provide the services. Except for circumstances outlined under the Confidentiality section of the Agreement, no identifiable information will be passed to a third party.

14. Client's Rights

- 14.1 The Client shall ensure as far as practicable that the information supplied to the Therapist is accurate and kept up to date.
- 14.2 The Client has a right to review information held by the Therapist at any time, and requests for this information must be made in writing to the Therapist who shall provide the information within 30 calendar days from the receipt of the written request.
- 14.3 The Client must assist the Therapist with additional information in order for the Therapist to properly identify the information sought.
- 14.4 The Client has the right to request erasure of their confidential information subject to the Therapist no longer having a legitimate purpose to retain the information.

15. Disclaimer & Security

- 15.1 Industry standard cyber security measures are used to protect the Client's information and to prevent the loss, misuse or alteration of any information.
- 15.2 The Therapist will use reasonable endeavours to ensure that such information is kept as secure as possible. The Client's contact information and/or personal details are not shared with anyone unless required to do so by law per the permitted exceptions provided under this Agreement.
- 15.3 The transmission of information via the internet is not completely secure and it is hereby acknowledged and agreed by the parties that a breach of the confidentiality provisions of this Agreement caused by transmission of the information through the internet shall not be construed as a breach by the parties of the confidentiality obligations under this Agreement in so far as the parties can demonstrate that all reasonable efforts have been made to secure the confidential information.

16.1 Consent under GDPR 2018

16.1 The Client hereby acknowledges and agrees to have read the below information in respect of the requirements applicable pursuant to the GDPR and by signing this Agreement expressly gives consent to the Therapist to collect Personal Data in accordance with and subject to the provisions of the GDPR in respect of the collection, storage and processing of personal sensitive data.

- 1. If working with minors (under 18), the Therapist will request explicit written consent from all parents/guardians to obtain and maintain this information.
- 2. The information obtained by the Therapist will only be used for the reasons outlined when obtaining the information and for the purpose of providing the service.

3. Identifiable information will not be disclosed to third parties save with the express consent of the Client or to properly provide the Service provided, always that if identifiable information is disclosed to third parties, the Therapist will ensure the party is under confidentiality obligations which are at least as restrictive as this Agreement.
4. Identifiable information may be disclosed pursuant to the exceptions provided in Clause 1 (Confidentiality) of this Agreement.
5. The Therapist may at times contact the Client in relation to upcoming events, workshops or follow-up enquiries about the Client's progress.
6. The Client may withdraw consent to the processing and collection of Personal Data at any time by emailing the Therapist on ianepstein.ie@gmail.com.
7. All information disclosed shall be stored securely and the Therapist shall have technical and organisational measures in place to prevent unauthorised use of the Client's personal data and confidential information.
8. In the event that any of the Confidential Information and personal data has been lost or compromised, the Therapist shall notify the Client without undue delay and the Data Protection Commissioner and will use all reasonable endeavours to retrieve the Client's personal data and prevent same from further disclosure or unauthorised use.
9. The Confidential Information shall be retained for as long as legally required, in pursuance of this Agreement. The Client can request that personal data held inaccurately is corrected.
10. The Client has the right to request all of the personal data held by the Therapist and any request for the Client's personal data should be emailed directly to the Therapist.

GENERAL TERMS AND CONDITIONS SCHEDULE I

1. Commencement and Term

- 1.1 The Therapist shall provide the Services to the Client on the terms and conditions of this Agreement.
- 1.2 The Therapist shall provide the Services from the Commencement date and shall continue to provide the Services throughout the term and subject to Clause (7) and (10) of this Agreement.
- 1.3 This Agreement shall come into force on the commencement date and continue for a period of six sessions and after the term, shall continue to operate unless this Agreement is terminated by one of the parties by giving notice in writing, by email or text of fourteen working days) to the other Party.

2. Therapist Responsibilities

The therapist shall:

- 2.1 Provide the services to the Client in accordance with the Agreement.
- 2.2 Provide the Services with reasonable care and skill.
- 2.3 Ensure that he/she has adequate professional indemnity insurance and produce evidence of same upon the request of the Client within a reasonable timeframe.
- 2.4 Promptly inform the Client of any cancellation and offer a re-scheduled appointment as soon as reasonably possible but in any event no later than 14 (fourteen working days)
- 2.5 Not make any changes to the Client's appointments with the Therapist other than due to sickness, maternity leave, redundancies or force majeure without the prior written approval of the Client.
- 2.6 Ensure that the Client's confidential information is protected at all times, by endeavouring to use appropriate technical measures to safeguard the Client's Confidential Information but in any event using the same degree of care as the Therapist uses to safeguard his/her own confidential information.

3. Client's Responsibilities

- 3.1 The Client shall cooperate with the Therapist in all matters that are required for the effective provision of the Services.
- 3.2 Provide such information to the Therapist as it is considered necessary for the Therapist in order to provide the services.
- 3.3 Duly discharge the Fees in accordance with Clause 6 of this Agreement.

4. Insurance

- 4.1 The Therapist shall, during the terms of this Agreement, maintain in force with a reputable insurance company, professional indemnity insurance with a minimum cover as it is standard in the Therapist's profession and shall on the Client's request, produce evidence of the Insurance Certificate giving details of cover and the receipt for the current year's premium.
- 4.2 The Therapist shall not cause anything to be done which could invalidate any insurance policy or to prejudice the Client's entitlement under it and shall notify the Client if any policy is or will be cancelled or its terms are or will be subject to a material change.

5. Confidentiality

- 1.1 Both parties undertake that each shall not at any time during this Agreement and for a period of seventy years after termination of this Agreement disclose to any person any confidential information of the other party subject to the exclusions provided for in this Agreement.
- 1.2 The Therapist shall only use the Confidential Information for the sole purpose of providing the Services.

6. Fees and Cancellation policy

- 6.1 Fees are payable in advance and may be subject to Value Added Tax.
- 6.2 Prior to an appointment, fees must be discharged in full and appointments can be made by phone, email or through the Therapist's website where applicable subject to availability.
- 6.3 Confirmation shall be sent to the Client with the date and time of the appointment.
- 6.4 Fees are immediately due on booking an appointment and refunds shall only be provided if 24-hours prior notice is given to the Therapist in writing by sending a text or email.
- 6.5. Clause 6.4 is without prejudice to the rights of the Client under the EU Directives. The Client is permitted to cancel the Agreement within 14 (fourteen) days from the execution of the Agreement. Services already provided shall not be reimbursed and same does not affect the Client's rights under the EU Directive.

7. Termination

- 7.1 The Client may terminate this Agreement within 14 (fourteen) days from the date of execution of this Agreement in accordance with the EU Directives.
- 7.2 Each Party may terminate this Agreement if there is a material breach of this Agreement, provided that the defaulting Party has been afforded at least 30 days to remedy the breach. Should the breach continue beyond the notice period the parties may terminate the Agreement.
- 7.3 Should this Agreement be terminated pursuant to Clause 7.1 and 7.2 of this Agreement, all fees payable under this Agreement shall be immediately due and in the case of the Client terminating the Agreement for a material breach, a refund shall issue in respect of pre-paid fees provided proper notice has been given to the Therapist to remedy the breach.

8. Indemnity

- 8.1 The Therapist shall keep the Client indemnified to the limit of the Therapist's Professional Indemnity Insurance policy cover pursuant to the warranties furnished to the Client under Clause 3 (Competence) of this Agreement against any claims made by the Client for any liability, loss, damage, injury, cost or expense sustained by the Client to the extent that such liability, loss, damage, injury, cost or expense was caused by or relates to or arises from the provision of services as a consequence of the breach or negligent performance, or failure by the Therapist to provide the services in accordance with Clause 3 (competence) of this Agreement.

9. Limitation of Liability

- 9.1 Except for the Therapist's obligations provided under Section 8.1 of this Agreement (indemnity) or damages resulting from death or bodily injury arising from either party's gross negligence or wilful misconduct and the right of the Therapist to collect unpaid fees due under this Agreement to the extent permitted by law, the total cumulative liability of each party arising out of or related to this Agreement or the services provided hereunder, whether based on Agreement, tort (including negligence, breach of statutory duty to include breaches under the GDPR or any other legal or equitable theory, shall be limited to the amounts paid by the Client to the Therapist for the service, giving rise to the claim during the 12 month period preceding the first event giving rise to liability.
- 9.2 The existence of more than one claim shall not enlarge this cumulative limit. The parties further acknowledge that the Client may have statutory rights against the Therapist and the Client acknowledges and agrees that any amounts recovered by the Client against the Therapist pursuant to such rights shall be aggregated with any other claims hereunder for purposes of the cap on damages set forth above.

10. Force Majeure

- 10.1 In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any cause beyond the reasonable control of the party, invoking this provision (including without limitation, for causes due to fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated party, pandemic, epidemic or other similar causes) the affected party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence, provided that the affected party provides the other party with prompt notice of the nature and expected duration of the force majeure events, endeavours to use reasonable efforts to address and mitigate the cause and effect of such force majeure event and provides periodic notice of relevant developments and provides prompt notice of the end of such force majeure event. Obligations to pay are excused only to the extent that payments are entirely prevented by the force majeure event

11. Severability

- 11.1 If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect.

12. Entire Agreement

- 12.1 This Agreement is the final, complete and exclusive expression of the Agreement between the parties regarding the services provided under this Agreement. This Agreement supersedes and replaces any prior Agreement and the parties disclaim any reliance on all previous oral and written communications, representations, proposals, understandings, undertakings and negotiations with respect to the provision of the services hereof and apply to this exclusion of any other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. This Agreement may only be changed by a written Agreement signed by an authorised agent of both parties.

13. Governing Law and Informed Consent

13.1 The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland, and the parties hereby submit to the exclusive jurisdiction of the Irish courts to settle any dispute which may arise in connection with this Agreement.

The Parties Electronic signature confirms the acceptance of this Agreement and such electronic signature shall have the full force and effect as a wet signature in conformance with the provisions of the EIDAs Regulations.

Signed by the Therapist: _____

Address: _____

Date: _____

Signed by the Client: _____

Address: _____

Date: _____

Client's Next of Kin information:

Name: _____

Mobile Number: _____

Relationship: _____