

Terms and Conditions
 General Disclaimer
 Privacy Notice

1. Terms & Conditions of Booking

This document details the terms and conditions concerning our work together. By booking your initial consultation and subsequent sessions, you are agreeing to abide by the terms set out here:

- The cost is currently £120 for the initial consultation and £85 per one hour session thereafter. Some sessions may take a little longer but the cost will remain the same unless otherwise agreed. Other fees may apply depending on the service (i.e. 2 hour stress management coaching is currently £245, quit smoking over 2 sessions is currently £295, phobia removal over 4 sessions is currently £320)
- 2. The therapist/business reserves the right to increase fees with 2 weeks notice by email.
- 3. Payment can be made by bank transfer (preferred), cash or debit/credit card (please request payment link).
- 4. Payment is requested in advance of the initial consultation. An invoice will be sent providing payment details together with a copy of these terms & conditions. Failure to send payment within 24 hours in advance of the session, unless otherwise arranged, will deem the booking cancelled. Subsequent sessions can be paid for after the session is complete, within 2 days.
- 5. Cancellation with less than 24 hours' notice will cause the client to be liable for the full cost of the session unless otherwise agreed (the fee may be waived at therapist's discretion).
- 6. If the client is claiming on private health insurance, the client will provide the relevant details and authorisation code for any billing direct to the insurer. The client also commits to pay any policy excess, or to self-fund the fees if the insurance cover expires.
- 7. The client agrees to pay for missed, rescheduled or cancelled sessions, unless a pre-planned absence is agreed at the discretion of the therapist; acknowledging that any missed, rescheduled, or cancelled sessions may be billed to the insurer.

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- 8. If the client is late, the therapist will endeavour to offer the full hour session but may have to reduce it to fit in with subsequent client bookings.
- 9. Antisocial behaviour will cause the immediate cessation of treatment.
- 10. Should the client have any cause for complaint, it must be sent in writing (email) to the therapist allowing 2 weeks for a reply.
- 11. It is understood by the client that the service offered by the therapist on the issues presented by the client in no way guarantees a cure. It is understood by the client that the therapist acts as a facilitator to guide the client towards their preferred outcome as discussed in the sessions, and it is accepted that the client is the only person who can make the changes necessary to achieve any changes. Furthermore the client commits to do the work necessary.
- 12. The number of sessions needed to achieve the client's goals will be discussed, and it is understood to be dependent on the input of the client as well as the service offered by the therapist. As far a possible the therapist will inform the client of their expectation of number of sessions, with the understanding that this might change and will be mutually agreed.
- 13. The therapist agrees to give notice of any absences where possible (i.e. holidays), and may offer the details of an alternative SFH therapist should the client request it.
- 14. Notes of the sessions will be kept and are available to the client with reasonable notice via email. All client notes are in hard copy (written on paper) and will not be digitised (i.e. not kept on any computer). They will be filed in a secure fire-proof safe and kept for 7 years as required by the various associations the therapist is a member of (CNHC, NCH, NCIP, AfSFH).
- 15. Confidentiality will be maintained in all but the most exceptional circumstances. Exceptional circumstances includes: legal action (criminal or civil court cases where a court order is made demanding disclosure including coroners' courts) and where there is good cause to believe that not to disclose would cause danger of serious harm to others. Most standards of confidentiality applied in professional contexts are based on the Common Law concept of confidentiality where the duty to keep confidence is measured against the concept of 'greater good'. The sharing of anonymous case histories with supervisors and peer support groups is not a breach of professional confidentiality. The sharing of open case histories with supervisors and any referring NHS medical practitioner is also not a breach.

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- The therapist practises under UK law at all times, including online whether the client is in the UK or not.
- 17. The therapist confirms they are free to practise in the UK and is insured. The client may request insurance information via email.
- 18. The therapist agrees to abide by the code of ethics of all professional associations they are a member of (currently CNHC, NCH, NCIP, AfSFH) including a requirement to attend regular supervision and ongoing training.

2. General Disclaimer

Complementary therapy is not intended to replace conventional medical treatment and care, or replace diagnosis and treatment by a qualified medical practitioner. Depending on your symptoms, you may be asked by the therapist if you have consulted your doctor, or advised to seek a consultation before or during a course of therapeutic treatment. Complementary therapies are intended to work side by side with conventional treatment where required.

No therapist can guarantee specific results. The therapist may give information or guidance for the client to consider that could bring about positive results but it is important to understand that it is client's motivation to change that makes it possible, and in conjunction with proper medical support if required. Although the therapist will be as supportive as possible in all decision making and change processes, any resulting choices and changes made by the client remain the **personal and legal responsibility of the client**.

In order to affect a positive change through psychotherapy, hypnotherapy and coaching, it does require commitment and honesty from the client. Regular attendance is essential, as is a commitment to any assignments outside the therapy session as agreed.



3. Privacy Notice

In this privacy notice 'we/our/us' refers to Geraldine Joaquim and Quest Hypnotherapy Ltd

Registered office is at Ridgeback House, London Road, Petworth, West Sussex GU28 9LU Company number is 10193219

Introduction

- This notice informs you of our policy about all information that we record about you. It sets
 out the conditions under which we may process any information that we collect from you, or
 that you provide to us. It covers information that could identify you ('personal information')
 and information that may not. In the context of the law and this notice, 'process' means to
 collect, store, transfer, use or otherwise act on information.
- 2. If there are one or more points set out below which you are not happy, please leave our website immediately.
- 3. We take seriously the protection of your privacy and confidentiality. We understand that all visitors to our website and clients are entitled to know that their personal data will not be used for any purpose unintended by them and will not accidentally fall into the hands of a third party.
- 4. We undertake to preserve the confidentiality of all information you provide to us, and hope that you reciprocate.
- 5. Our policy complies with UK law, including the EU General Data Protection Regulation (GDPR).
- 6. The law requires us to tell you about your rights and our obligations to you with regards to the processing and control of your personal data. You can do this by reading the information provided at www.knowyourprivacyrights.org
- 7. Except as set out below, we do not share, sell, or disclose to a third party any information collected through our website.

The basis on which we process information about you

The law requires us to determine under which of six defined bases we process different categories of your personal information, and to notify you of the basis for each category.

If a basis on which we process your personal information is no longer relevant, then we shall immediately stop processing your data. If the basis changes, then if required by law we shall notify

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you of the change and of any new basis under which we have determined that we can continue to process your information.

Information we process because we have a contract with you

When you become our client, a contract is formed between you and us. The service we provide to you as a client necessarily involves you providing us with personal information. We process this information on the basis there is a contract between us, or that you have requested we use the information before we enter into a legal contract.

Additionally, we may aggregate this information or generally use it to provide information, for example to monitor the performance of a particular service we provide. If we use it for this purpose, you will not be personally identifiable.

We shall continue to process this information until the contract between us ends or is terminated by either party under the terms of the contract.

Information we process with your consent

Through certain actions when otherwise there is no contractual relationship between us, such as when you browse our website or ask us to provide you more information about our services, you provide your consent to us to process information that may be personal information. Wherever possible, we aim to obtain your explicit consent to process this information.

Sometimes you might give your consent implicitly, such as when you write to us requesting a response.

Except where you have consented to our use of your information for a specific purpose, we do not use your information in any way that would identify you personally. We may aggregate it in a general way and use it to provide information or feedback.

We continue to process your information on this basis until you withdraw your consent, or it can be reasonably assumed that your consent no longer exists. You may withdraw your consent at any time by writing to us at our registered office or by e-mail at information@geraldinejoaquim.co.uk. If you do so, we shall not be able to provide our services further.

Information we process for the purposes of legitimate interests

We may process information on the basis there is a legitimate interest, either to you or to us, for doing so.

Where we process your information on this basis, we do so after careful consideration to:

- whether we could achieve the same objective by other means
- whether processing (or not processing) might cause you harm

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• whether you would expect us to process your data, and whether you would principally consider it reasonable to do so

For example, we may process your data on this basis for the purposes of:

- record-keeping for the proper and necessary administration of our business
- protecting and asserting your rights, our rights, or the rights of any other third party
- insuring against or obtaining professional advice that is required to manage business risk
- protecting your interests where we believe we have a duty to do so

Information we process because we have a legal obligation

Sometimes, we must process your information in order to comply with our legal obligations. For example, we may be required to give information to legal authorities if they so request or if they have the proper authorisation such as a search warrant or court order.

Under our various professional memberships, we are required to maintain client records for a period of up to 7 years after which records will be destroyed (secure shredding). At any time these professional bodies (NCH, NCIP, AfSFH, CNHC) may request to audit these records, it is purely to ensure that we maintain a high standard of service.

This may include your personal information.

Specific uses of information you provide to us

Information relating to your method of payment:

• Your debit or credit card number and other payment information is never taken by us or transferred to us either through our website or otherwise. Our employees and contractors never have access to it.

Contacting us:

- When you contact us, whether by telephone, by post, through our website or by e-mail, we collect the data you have given to us in order to reply with the information you need.
- We record your request and our reply in order to increase the efficiency of our business.
- We may keep personally identifiable information associated with your message, such as your name and email address so as to be able to track our communications with you to provide a high quality service.

Complaining

- When we receive a complaint, we record all the information you have given to us.
- We use that information to resolve your complaint.
- If your complaint reasonably requires us to contact some other person, we may decide to give to that other person some of the information contained in your complaint. We do this as infrequently as possible, but it is a matter for our sole discretion as to whether we do give information, and if we do, what that information is.

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- We may also compile statistics showing information obtained from this source to assess the level of service we provide, but not in a way that could identify you or any other person.
- If you complain about any of the content on our website or in any brochure, we shall investigate your complaint. If we feel it is justified or if we believe the law requires us to do so, we shall remove the content while we investigate.
- If we think your complaint is vexatious or without any basis, we shall not correspond with you about it.

Use of information we collect through automated systems when you visit our website

Cookies

- Cookies are small text files that are placed on your computer's hard drive by your web browser when you visit any website. They allow information gathered on one web page to be stored until it is needed for use on another, allowing a website to provide you with a personalised experience and the website owner with statistics about how you use the website so that it can be improved.
- Some cookies may last for a defined period of time, such as one day or until you close your browser. Others last indefinitely.
- Your web browser should allow you to delete any you choose. It also should allow you to prevent or limit their use.
- Our website uses cookies. They are placed by software that operates on our servers, and by software operated by third parties whose services we use.
- When you first visit our website, we ask you whether you wish us to use cookies. If you choose not to accept them, we shall not use them for your visit except to record that you have not consented to their use for any other purpose.
- If you choose not to use cookies or you prevent their use through your browser settings, you will not be able to use all the functionality of our website.

We use cookies in the following ways:

- to track how you use our website
- to record whether you have seen specific messages we display on our website
- to keep you signed in our site
- to record your answers to surveys and questionnaires on our site while you complete them
- to record the conversation thread during a live chat with our support team

Personal identifiers from your browsing activity

- Requests by your web browser to our servers for web pages and other content on our website are recorded.
- We record information such as your geographical location, your Internet service provider and your IP address. We also record information about the software you are using to browse our website, such as the type of computer or device and the screen resolution.

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- We use this information in aggregate to assess the popularity of the webpages on our website and how we perform in providing content to you.
- If combined with other information we know about you from previous visits, the data possibly could be used to identify you personally, even if you are not signed into our website.

Disclosure and sharing of your information

Information we obtain from third parties

• Although we do not disclose your personal information to any third party (except as set out in this notice), we sometimes receive data that is indirectly made up from your personal information from third parties whose services we use.

Credit reference

• To assist in combating fraud, we share information with credit reference agencies, so far as it relates to clients or customers who instruct their credit card issuer to cancel payment to us without having first provided an acceptable reason to us and given us the opportunity to refund their money.

Access to your own information

At any time you may review or update or request that we remove personally identifiable information that we hold about you. To obtain a copy of any information that is not provided on our website you may send us a request at <u>info@geraldinejoaquim.co.uk</u>.

After receiving the request, we will tell you when we expect to provide you with the information, and whether we require any fee for providing it to you.

When we receive any request to access, edit or delete personal identifiable information we shall first take reasonable steps to verify your identity before granting you access or otherwise taking any action. This is important to safeguard your information.

Other matters

How you can complain about our privacy policy

- If you are not happy with our privacy policy or if you have any complaint with respect to how we process your personal information then you should tell us by email. Our address is info@geraldinejoaquim.co.uk.
- If a dispute is not settled then we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.
- If you are in any way dissatisfied about how we process your personal information, you have a right to lodge a complaint with the Information Commissioner's Office. This can be done at https://ico.org.uk/concerns/



Retention period for personal data

Except as otherwise mentioned in this privacy notice, we keep your personal information only for as long as required by us:

- to provide you with the services you have requested
- to comply with other law, including for the period demanded by our tax authorities
- to support a claim or defence in court

Compliance with the law

• Our privacy policy has been compiled so as to comply with the laws of the legal jurisdictions in the UK and the European Union. If you think it fails to satisfy any of these laws, we should like to hear from you.

Review of this privacy policy

• We may update this privacy notice from time to time as necessary. The terms that apply to you are those posted here on our website on the day you use our website. We advise you to print a copy for your records.

If you have any questions regarding our **terms and conditions, general disclaimer, or privacy policy**, please contact us.