

OUR TERMS AND CONDITIONS

ABOUT US:

We are Talk to David Ltd

Talk to David Ltd is a small company that provides one to one counselling for adults. We support clients in Berkshire, Surrey, and Hampshire from our room in central Farnham, as well as providing online Counselling services to those living in England.

Our Counselling can be provided face to face, by telephone or online using a video link.

We have the fullest commitment to offering a service which is welcoming to all backgrounds in a supportive and non-discriminatory manner.

All our Counselling is consistent with the British Association for Counselling and Psychotherapy's (BACP) 'Ethical Framework for the counselling profession' which can be found at: <http://www.bacp.co.uk>

All our counsellors are professionally registered with the British Association for Counselling and Psychotherapy (BACP), hold a current DBS clearance, are insured, have a Diploma in counselling, and undertake professional supervision. Our counsellors are trained to work with life issues and common mental health conditions.

CORPORATE RELATIONSHIPS

Talk to David Ltd is the marketing vehicle for the services of David Whittam.

For clarity the term 'We' or 'Our' in this agreement and on the website refers to Talk to David Ltd.

For clarity the term 'I' in this agreement and on the website refers to David Whittam, who is providing his services thru and for and on behalf of Talk to David Ltd

CONTACT US

You can contact us by:

Our website: <https://talktodavid.ltd>

By email: ask@talktodavid.ltd

By phone: 07436 193004

PRIVACY POLICY

'Our full GDPR and privacy policy' describes how the information you supply is handled by Talk to David Ltd.

'Our Website privacy policy' describes how the information you supply thru the website is handled and what cookies we use. Both policies are available on our website

You can Contact our data controller, for GDPR/privacy matters, by visiting our website

GDPR SUMMARY STATEMENT

Under the General Data Protection Regulations 2018, you have the legal right to:

- **To be informed** – 'Our full GDPR and Privacy policy' explains how we use your data
- **Access** – You are allowed to see your notes. This is facilitated by making a formal request.
- **Rectification** – You can ask us to amend or correct your records (e.g. change of name / address)
- **Erasure** – Under GDPR, you can request your data to be erased. (However, for counselling records, insurance companies and ethical bodies ask for records to be available.)
- **To know how long your records are kept** – see 'Our full GDPR and Privacy policy' for details.
 - Records are kept for up to 7 years after termination of therapy and then destroyed.
 - For clients under 18, records are kept for up to 7 years after the child turns 18.
- **Data portability** – you can request a copy of the data we hold about you.
- **Restrict processing** – You can ask us to stop making further records
- **Object to processing** – You can object to how we process your data
- **Withdraw Consent** – You have the right to withdraw your consent at any time.
- **Profiling** – you can request information about any automated decision making used by us.

For your information we do not currently use any automated decision making or profiling that is not interpreted by a human being.

Before formal counselling takes place, you will be provided with a 'Counselling agreement' and 'Our full GDPR and privacy policy' which contains 'OUR GDPR POLICY AND STATEMENT'.

By signing the 'Counselling agreement', you are specifically agreeing to 'OUR GDPR POLICY AND STATEMENT' and to having some of your records kept for 7 years after the termination of therapy. Or, In the case of young people, 7 years after your 18 birthday.

PRIVACY CONSIDERATIONS FOR ONLINE AND TELEPHONE COUNSELLING

There are some things to be considered if you are opting for online or telephone counselling. Unlike Face-to-face counselling which takes place in a private room away from your day to day contacts, online and telephone counselling brings up some different privacy issues.

Unlike face-to-face counselling, when working online, the privacy of the environment becomes three separate issues: the privacy of the counsellor's location, the privacy of the technical link, and the privacy of your location. The use of any technical link involves a risk of interception either externally or through the third party which provides that link. Whilst we recommend the use of a landline for telephone calls, encryption for email, and the encrypted Zoom platform in order to minimise these risks, we cannot be held liable for the interception of these technical links.

You are responsible for ensuring that you are in a private (i.e. only you) location that is without interruptions and where you are unlikely to be overheard. We also recommend the use of a head set or headphones to improve sound quality and to enhance your privacy by reducing the ability of others to overhear your counsellor.

You may like to consider the following:

- Can you find a private place that is free from interruptions from which to connect?
- If you are speaking can anyone around you overhear your counsellors voice, or can they overhear your voice?
- If people in your location know you are in a counselling session – will they agree not to interrupt you, or 'listen in' on a call?
- If you don't want people to know that you are in a counselling session, what do you want to happen if they are around or you are interrupted?
- If you don't want people to know that you are in counselling, can they read your emails/texts – do they have access to your computer or phone?
- If you are connecting via a work email or internet can this be monitored by your work?

ADMINISTRATIVE COMMUNICATIONS

Communicating with the therapist outside agreed counselling sessions is limited to making, changing or cancelling an appointment unless by prior arrangement.

Email and text can be used for making, changing or cancelling meetings.

TELEPHONE COMMUNICATIONS

The use of the telephone for therapeutic communications is reserved for your therapeutic hour, either for telephone counselling or as part of retry and troubleshooting during an online counselling session using Zoom. In both these cases the counsellor will, with your consent, call your telephone. For your information the counsellor's number will be withheld.

EMAIL COMMUNICATIONS

Whilst we do not provide counselling via email, we may, with your agreement, use email to communicate with you. We recommend that clients use an encrypted email server for sending and receiving email exchanges when engaging with counselling, this helps to ensure that our communication will not be intercepted by a third party.

A free and secure email provider is Protonmail, available at: <https://protonmail.com>

Or you can use password protected documents that we then exchange via your email provider.

TEXT COMMUNICATIONS

Whilst we do not provide counselling via text, we may, if you agree, use text to communicate with you. Text can often be convenient for scheduling appointments, or as an alternative back up when encountering technical issues during an online or telephone counselling session.

KEY DOCUMENTS

Counselling is provided in accordance with four key documents: (which can be found on our website.)

- *'Our terms and conditions'*
- *'Our full GDPR and Privacy policy'*
- The *'Counselling agreement'*
- The *'Contact and emergency contact form'*

The *'Counselling agreement'* and *'Client contact and emergency contact Form'* will need to be completed prior to or during our first session.

By signing the *'Counselling agreement'*, you confirm that you been provided with, and accept *'Our terms and conditions'* and *'Our full GDPR and privacy policy'*. And that through those documents you have been informed of your GDPR rights.

FREE NO OBLIGATION INITIAL DISCUSSION

Prior to Counselling, we provide a short 'free no obligation initial discussion' or telephone call. The purpose is:

- to answer your questions about counselling.
- to provide you with an opportunity to consider if you will feel comfortable talking to your counsellor.
- to advise your counsellor about any formal psychiatric diagnoses that you may have, have had, or are in the process of assessment for.
- to consider if your present needs are within the skills and training of the counsellor.
- to consider if there is a match between yours and your counsellor's availability.

The initial discussion usually lasts between 10 and 20 minutes.

FEES – FIRST SESSION PROVIDED ON A 'PAY ONLY IF YOU CONTINUE BASIS'.

We offer your first Counselling session on a 'pay only if you wish to continue basis'. If at the end of the session you choose not to continue for any reason, there is no charge.

FEES AND CANCELLATIONS

Face to Face sessions in Farnham, are charged at a standard rate of £70 a session.

Telephone and zoom sessions are charged at a standard rate of £50 a session.

Please note: Fees are variable according to personal circumstances.

If you have made payment for a session but are unable to meet at the appointed time we will retain the fee for the session unless, you have provided 48hrs notice of the cancellation, or we have experienced a technological breakdown which prevents us meeting online. In the event of this occurring, we would discuss how to re-arrange the scheduled appointment.

Standard Payment terms. Payments can be made

- a) at the end of a face to face session by cash or card
- b) in advance of the session - using a payment link
- c) in advance of the session - by bank transfer

Account Name: Talk to David Ltd

Account Number: *will be provided*

Sort code: *will be provided*

Reference: *please use session date and time.*

Please provide 48hrs notice of cancellations to avoid being charged.

BOOKING, REARRANING OR CANCELLING A SESSION

To book, rearrange, or cancel a session please send us a text on 07436 193004 or an email to bookings@talktoday.com

FLEXIBLE AND FIXED SESSION TIMES AND SESSION DURATION

Sessions last for 50 minutes from the beginning of the appointment time.

Fixed session times (i.e. where the day and time remain fixed) are recommended to clients who are new to counselling.

However, both flexible and fixed session times are available. Most appointments are reserved for those choosing to meet weekly on a fixed day and time basis. And Flexible appointments are offered on a first come first served basis for those that prefer a less rigid arrangement.

REVIEWS

Some clients like to work consistently for short fixed-term periods such as 6 or 12 weeks, some like to work beyond 12 sessions, and some prefer to work on an open-ended session by session basis.

In most cases we will review direction and progress every 6th Session.

The decision to continue counselling will be discussed every three months. Continuing with counselling being by mutual consent.

MISUNDERSTANDINGS AND COMPLAINTS

In the event of a misunderstanding arising for either party, it is advisable that we should agree to think the best of each other as we seek to clarify the cause of any miscommunication. If you have a complaint, please, raise it in the following order:

Please bring up the misunderstanding or complaint with your counsellor.

Please bring up the misunderstanding or complaint with your counsellor, this time stating that you would like it considered as a complaint.

If your counsellor has been unable to resolve the misunderstanding or complaint. Please bring up the misunderstanding or complaint with the company.

If we have been unable to resolve the misunderstanding or complaint. You are free to refer your complaint to our counsellor's professional body the British Association for Counselling and Psychotherapy (BACP). BACP provide an independent, detailed and robust complaints procedure for you to use.

ANONYMITY AND KNOWN PERSON

We are happy to respond to enquiries up to and including the 'free no obligation initial discussion' session, or telephone call, on an anonymous or limited information basis.

We provide counselling on a known person basis. As such should you decide to proceed with counselling, we require that you complete the '*Contact and emergency contact*' form. This allows us to discharge our disclosure and safeguarding obligations to yourself and others.

IN AN EMERGENCY

Counselling is not sufficient support if you feel you are in crisis.

Signs of crisis may be feelings or thought about immediate suicide or harm to yourself or another. If you find yourself in a major crisis or are considering serious self-harm it is vital to get immediate help. In this case please consider contacting your local accident and emergency department (A&E) at your nearest hospital and ask to speak to someone from the crisis team. You could also call the Samaritans on 116 123 Smith or email jo@samaritans.org (email emergency support). If the crisis is less urgent, please consider contacting your GP or the NHS on 111.

Counselling cannot provide an emergency service for clients. In the event of an emergency arising whilst you are engaged in a face-to-face, online or telephone session or if you were experiencing severe suicidal thoughts, we would discuss with you the appropriate support that you could access during this period.

OUR LIMITATIONS

Our level of training means that unfortunately we are unable to support those with complex mental health issues, psychosis, or issues involving adoption. We are not medical practitioners or an emergency service. If you are in need of support for any of these issues, please be aware that help and support is available from other services.

If there is a medical emergency, we hold the right to call 999 immediately as our counsellors are not trained to deliver first aid to clients and therefore cannot be held responsible or liable in such cases.

Please note that counselling is not intended to replace conventional medical treatment and care. Nor does it replace medical diagnosis and treatment by a qualified medical practitioner. You may be advised by the counsellor to consult a medical practitioner either prior to or during a course of counselling. Continuation of counselling may depend on you undertaking this.

We do not guarantee specific results. The counsellor may give you information or guidance for your consideration that could bring about positive results where you are motivated to change and in conjunction with proper medical support if required. Whilst your counsellor will be as supportive and helpful as possible in all decision making and change processes, any resulting choices and changes made by you remain your personal and legal responsibility.

LAW

Due to different countries having different legal requirements we are only able to provide counselling to those within the United Kingdom. This includes online and telephone counselling which can only take place when you are physically connecting or telephoning from within the United Kingdom.

This agreement shall be construed and governed in all respects in accordance with the laws of England and Wales and any dispute or differences in relation to this agreement shall be subject to the exclusive jurisdiction of the English Courts.

We ask that you do not record any of the content of our sessions without prior agreement.

CONFIDENTIALITY AND DISCLOSURE

Counselling aims to preserve the confidentiality of what is disclosed in sessions in order to foster an environment of trust and exploration however there are boundaries to what can be discussed.

Except for disclosure (see below), the content of your counselling or emails will not be communicated with a third party except for:

- a) the purposes of professional supervision. In this instance your full identity will not be revealed.
- b) in event of the death or incapacity of your counsellor, your contact details, and if necessary, your case notes may be shared with another counsellor for them to contact you and cancel or reschedule your appointments and offer support if necessary.
- c) if you specifically request and authorise the release of information.

At the end of our counselling agreement copies of our exchanges may be stored securely offline for a period of 7 years and then destroyed by shredding. We are a registered Data Controller and abide by the regulations imposed by such procedures. Our registration number is: ZB333320

DISCLOSURE

Disclosure Summary: We may disclose information if we believe that there is a risk of serious harm to yourself or others. To safeguard the vulnerable and support child protection. To support prevention or investigation of serious crimes (including Terrorism, Drug trafficking and Money laundering) or if required to do so by law, court order, or to resolve complaints.

We are legally bound to make disclosure to the police authorities if a client reveals that they are intending to cause serious risk of harm to others or are involved in terrorism, money laundering or drug trafficking or for the prevention or investigation of other serious crimes such as child abuse or Female Genital Mutilation. We are also bound to make disclosure if directed to do so by a court order.

We are ethically bound to make disclosure to an appropriate authority if we believe the client is at risk of serious harm to themselves or others including safeguarding the vulnerable and child protection.

In addition, if at any point during the counselling you were, in our opinion, in need of emergency support we may call the emergency services, or others recorded on your 'Contact and emergency contact' form.

In some situations, we may ask for your consent to contact your GP or recommend alternative avenues of support.

We reserve the right to disclose information to relevant parties in order to resolve a formal complaint made against us or our counsellors.

Extraordinary situations involving track and trace. If following face to face contact the counsellor or another contact has or is suspected of having an infectious disease or virus (e.g., Covid19) then we will on request provide the relevant authorities your name and method of contact. We will not disclose the reason we were meeting.

PAYMENT PROVIDERS

You are advised that, if you choose to pay using means other than cash on delivery, then your data will be processed through payment providers. These providers are independent data controllers even if they may share a limited amount of your information with us.

National Westminster Bank - For Electronic Bank transfers

<https://www.natwest.com/privacy-policy.html>

Zettle - For card payments, electronic receipts, electronic invoices, and payment links. <https://www.zettle.com/gb/legal/privacy-policy>

For further information on data sharing see '*Our full GDPR and Privacy policy*'

CONTINUITY AND BREAKS

Maintaining the continuity of your experience is important to us. However, as Counselling involves you working with a specific human being we are unable to provide an alternative counsellor in event of your counsellor's unavailability. In such an event any pre-arranged sessions will be rescheduled or refunded.

Counsellors being human may not be available due to pre-planned engagements e.g. training and holiday, or unplanned reasons e.g. sickness, shielding. All unavailability that is pre-planned will be clearly communicated to you by your counsellor.

You are advised that Counselling is not provided:

- a) on bank holidays
- b) from the 18th December through to the 3rd of January
- c) from the 14th May through to the 7th June.
- d) on dates specifically advised to you by your counsellor.

LOCATION FOR FACE TO FACE SESSIONS – FARNHAM

Face to Face sessions are currently unavailable