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TERMS & CONDITIONS

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Welcome to Changing Minds UK. This document details crucial information about our website and the professional services provided by Changing Minds Limited. In engaging with the website or being in receipt of the services of Changing Minds (via attendance for assessment or therapy, or written acceptance of this agreement), the document outlines the binding agreement between you and Changing Minds Ltd.

Please read the following document with care and make a note of any questions you may have. Your practitioner will be happy to discuss anything you are unsure of. If you wish to revoke the contract at any time, you can do so simply by writing to us.

WEBSITE

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Changing Minds' relationship with you in relation to this website.

The term Changing Minds', 'Changing Minds Ltd', 'CMUK' or 'us' or 'we' refers to the owner of the website. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

SERVICES

Psychological Assessment and Therapy

In the initial assessment consultation, we will aim to discuss the issues you are concerned about and aim to develop a coherent formulation (or 'shared understanding') of your difficulties. It may take more than one session to be able to discuss all the issues and expectations and to establish an



Changing Minds Ltd.
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Chartered Psychologist

intervention plan. Our Practitioner Psychologists will advise on potential psychological interventions that may be appropriate. After the initial assessment, we will advise on whether one or more follow-up appointments might be appropriate. You will be given full information about what the intervention may involve and the potential benefits and risks and whether there are any other reasonable alternative interventions. At any time, do not hesitate to ask questions if you are not clear about any information you are provided with.

Other Services

We reserve the right to charge for other professional services you may require. Other services may include training, reading or writing reports, telephone conversations exceeding 15 minutes, attendance at meetings, consultations with other professionals upon your request, and preparation of records or interventions.

CONFIDENTIALITY

We comply with the requirements set out by the General Data Protection Regulations (GDPR) that came into effect on 25th May 2018. Our Terms and Conditions of treatment include acceptance of our Privacy Policy which is detailed on a separate tab on this website.

Psychological support often involves discussing some very personal things with your practitioner, such as your thoughts, feelings, and actions. To some extent, your practitioner's ability to help you will depend on how open you are about yourself during your meetings. It is important that during your discussions, you feel you can talk openly with your practitioner and that your right to privacy is protected. This generally means that your practitioner cannot discuss you or your case with any third parties without your consent. However, there are some exceptions to confidentiality and although these situations are rare, you should be made aware of what they are:

- 1. If you threaten to harm another person, your practitioner is required by law to protect anyone they feel may be in danger. This could include making contact with the person or people who have been threatened and, in some cases, notifying the police. In the case of clients under the age of 16 parental consent may be required first. Where parental consent is not obtained however, and the clinician believes it is in the child's best interest, child safeguarding procedures will be put in place.*
- 2. Likewise, if you threaten to cause severe harm to yourself, and your practitioner believes your threat to be serious, then he/she is ethically required to protect you in any way they see fit. In situations such as these, their intervention may involve talking to you about going to a hospital, the involvement of a crisis team or, in some cases, the emergency services.*
- 3. If your practitioner suspects that any child, elderly person, or vulnerable person is at risk from abuse or neglect, the law requires them to report this to the appropriate body. Laws such as these are in force to protect any dependable persons from harm.*
- 4. If you have been ordered or referred to Changing Minds by a court for therapy or a psychological assessment, the court will require some form of report from your practitioner. Therefore, it is in your best interests to provide them with any court letters or orders so they can determine exactly what the court wants to know. Of course, you have the right to only disclose information you feel necessary; however, in some cases, they will be required to reveal intervention plans or progress and results' reports to the court.*
- 5. If you are involved in a lawsuit or administrative procedure, E.g. an Employment Tribunal, you may wish to tell the court about your psychological issues, especially if they could help your case. However, if you do this, please be aware that we may not be able to keep your records or information about your therapy private in court.*
- 6. If Changing Minds Limited receives a subpoena or a court order requesting your records, we will be required to provide any relevant information.*
- 7. If you are planning for your health insurance to cover the costs of your therapy, you will be asked to sign a consent form enabling Changing Minds Ltd. the right to disclose certain information to the insurance company. Generally, insurers require us to submit an assessment report with intervention plan and intervention summary. On some occasions, they may even request progress reports. Please take into consideration that once an insurance company requests this information, it is no longer in your practitioner's control who sees it. Insurance companies state that they will keep the information confidential, but your therapist cannot assure you that they will. However, prior to sending any information to any third parties, they will discuss with you what has been detailed. It is completely up to you what information they release, but please note if you do not release the information required, most companies will not fund the intervention.*
- 8. In order for your practitioner to provide you with the best intervention, they may need to seek advice from other professionals. For example, this could be your practitioner's Clinical*

Supervisor. All Psychologists, as a condition of their professional registration must consult with a Clinical Supervisor on a regular basis for the duration of their career to ensure best practice is maintained. If they do need to talk with their clinical supervisor or colleagues about your case in order to help you, this will be done with your best interests in mind. Your identity will always be kept confidential. Furthermore, the content of what we discuss will also be treated with the same level of confidentiality and the same exceptions to confidentiality will apply to other professionals as well.

9. *If your therapy sessions involve family members or couples, then your practitioner will ask each person involved in the therapy to keep the content of the sessions confidential. This means that no-one in the therapy should discuss what has been said or done with anyone who is not involved in the therapy, except of course their own individual therapist. Despite requesting this discretion, Changing Minds Ltd. cannot guarantee that everyone will honour this agreement.*

It is a condition of psychological practice that your practitioner undertakes regular clinical supervision and keeps a written record of your sessions. These records tend to include information such as the dates you met, the topics covered, any goals you have and any agreed actions. Changing Minds use an electronic clinical record which is protected under the strictest of privacy rules. Records of charges, payments, and any other sensitive information are also held under the requirements set out under GDPR.

CANCELLATIONS AND MISSED APPOINTMENTS

Please note that an appointment is considered confirmed once verbally agreed with the practitioner. If you cannot attend a planned appointment, please call or email our office (01925 483069/bookings@19wilsonpatten) to notify us as soon as possible. We require 48 hours' notice to cancel an appointment without charge. Appointments cancelled within 48 hours will be charged at 50% of the full session rate. Appointments cancelled within 12 hours of the start time, or missed without notice, will be charged at the full rate for that session.

PAYMENT

Payment for your initial assessment must be made at the time services are booked, unless we have made alternative arrangements in advance. For all subsequent sessions, payment can be made at the time of the session, or invoices can be raised on a monthly basis (subject to approval). Payment can be made via debit or credit card (VISA/Mastercard) or via bank transfer.

Payment via debit or credit card must be made on time, in full, and without any deduction, set off or counterclaim. Payment via invoice must be made within 30 days. Outstanding accounts over 30 days will incur a surcharge of 10%, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. You also agree to pay interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before any judgment of the court and continues to accrue.

HEALTH INSURANCE/INSURANCE CLAIMS

If you are planning to file a claim for your psychology sessions with your insurance company, you must check your coverage terms with your provider prior to entering into a contract with Changing Minds Ltd. Please do not assume that all services are covered. Please monitor how many sessions your insurance company will cover throughout your treatment. CMUK is not responsible for monitoring whether your sessions are covered by your insurance company. If you attend sessions which are not covered by your insurance company, you will be responsible for paying for these sessions.

You should also note that some insurers will require pre-authorisation from us before they help to cover the costs of any services required. Many insurance policies look towards short-term therapy approaches and may require us to provide continual approvals after a small number of sessions.

Please note insurance companies will not cover missed sessions or late cancellations (less than 72 hours) and therefore we must bill the client directly in these circumstances.

CONTACTING YOU

If we need to contact you, your practitioner or our administration team will try to speak to you personally over the phone. If this is not possible, we will leave a message by phone or email you. We will not speak to anyone else about your treatment without your express permission, subject to the limits of confidentiality previously highlighted.

SHARING INFORMATION WITH YOUR GENERAL PRACTITIONER (GP)

Your client records are confidential and will not be shared with other parties without your prior permission. For some clients, it is helpful to keep your GP informed of the support we are offering you, particularly if you are also seeking support from them. However, this is a private service and you have the right to decline information sharing with your GP, subject to the limits of confidentiality previously highlighted.

If you agree to us sharing information with your GP, a letter may be sent to them (or another referring specialist), with a summary of your assessment and any intervention. During your treatment it may be helpful for your GP to be informed about additional factors relating to your well-being or intervention. Where your GP is contacted, we will always endeavour to discuss the information we are sharing with you and gain your consent to send it.

EMERGENCIES AND CRISIS SUPPORT

Unfortunately, we are not able to offer support in an emergency or immediate crisis. If you are in immediate danger or require support in an emergency, please attend your local Accident and Emergency Department where you will be able to access crisis mental health support. Alternatively, you could contact your **GP** or **NHS 111** for advice.

For immediate support via the telephone call:

- **Samaritans - 116 123** (24 hours, 365 days of the year)
- **Childline - 0800 1111**

Additional local support for adults age 18 and over;

- **Mental Health Assessment Teams** - for adults experiencing a mental health crisis, local assessment teams can be contacted directly on the following numbers:

Halton - 01925 664 000
Knowsley - 0151 676 5263
St Helens - 01744 621 688
Warrington - 01925 666 647
Wigan and Leigh - 01942 482 239
Sefton - 0151 525 5980

Additional local support for children and young people up to age 18;

- **Child and Adolescent Mental Health Services Assessment and Response Team** – For children and young people who are experiencing a mental health crisis, the team is available 9am to 9pm seven days a week, covering Halton, Knowsley, St Helens and Warrington. For urgent support or advice, call the team on **01925 579 405**

LIMITATION OF LIABILITY

Changing Minds shall be under no liability whatsoever to the Contracting Party for any indirect loss and / or expense (including loss of profit) suffered by the Client arising out of the breach by Changing Minds of the Agreement and save as specifically set out, all liability on the part of Changing Minds is limited to the smaller value of the Agreement or the loss, whichever value is the smaller.

Changing Minds provides information and advice when providing their services. Such information and advice will be based upon information available to it at the time. Changing Minds is not responsible

for the accuracy of information provided to it by the client or any contracting party. Any contracting party agrees and understands that it is responsible for the consequences of anything resulting from the provision by it of inaccurate information to Changing Minds and agrees to indemnify Changing Minds against any loss or damage resulting therefrom.

It is for any contracting party and/or the client to decide whether or not to accept any advice. Changing Minds accepts no liability for any loss or damage sustained by the client which is consequent upon any use made by the client of any information, opinions and advice given by Changing Minds, whether such loss or damage is direct or indirect.

All warranties and conditions whether implied by statute or otherwise are excluded from every contract made with the client provided that nothing in these Terms shall restrict or exclude liability for death or personal injury caused by the negligence of Changing Minds.

COMPLAINTS

If you are unhappy with any aspect of our service, then we hope that you will be able to raise this with us. You are welcome to speak with a member of senior management who is not working directly with you if this would feel easier. Please email us at enquiries@changingmindsuk or speak to us on the telephone 01925-483069. For more information please ask for a copy of our complaints policy.

If you are not happy with the outcome of either of these options, you can complain directly to the Health and Care Professions Council (HCPC) and there are instructions on their website about how to make a complaint. Please see www.hcpc-uk.org/complaints/

ACKNOWLEDGMENT AND CONSENT

By signing this form and/or engaging in receipt of advice, or an assessment or therapy with Changing Minds, you are acknowledging that:

- You understand and agree to abide by the policies detailed in this contract.
- We have discussed and clarified any questions you may have about this document.
- You have the option of whether details are shared with your GP or not (please inform your practitioner if you DO NOT wish us to contact your GP)

Signed: _____

Print Name: _____

Date: _____