Dr Rose Psychology Terms & Conditions

These Therapy Terms are the standard terms which apply to the services we provide to you [or your child] (known as the "Services"), by us, Dr Rose Psychology (trading name of Dr Rose Papadopoullos) whose business address is Amphlett house, 114 Worcester Road, Droitwich, WR9 8AD (known as the "Practice", also referred to as us/we/our).

Please read these Therapy Terms carefully and sign at the end to indicate your acknowledgement and acceptance. If you have any questions on any part of this document, please do not hesitate to ask before signing.

Professional Information:

- Dr Rose Papadopoullos is registered with the United Kingdom's Health and Care Professions Council, (HCPC). All Clinical Psychologists practising within the UK must be registered with the HCPC. In order to maintain their practising registration, all Clinical Psychologists must continue to demonstrate compliance with a range of HCPC minimum standards of conduct, performance and ethics. www.hcpc-uk.org.

- All Services offered by the Practice are delivered under the regulations in law as specified by the HCPC in the United Kingdom.

- Dr Rose Papadopoullos also abides by the British Psychological Society https://www.bps.org.uk and their code of Ethics and Conduct, https://www.bps.org.uk/news-and-policy/bps-code-ethics-and-conduct

Consultations and Appointments:

- Consultations shall be by appointment only. Details of the consultation timings, length and fees shall be made available to you in advance of the consultation. These will all be detailed on the online booking system accessed via drrosepsychology.com website at time of booking.

- Initial appointments can be booked directly online, and can also be made by emailing the practice to enquire about availability. Please note that appointment times cannot be guaranteed until payment has been received.

- Subsequent appointments can be made during your consultation with us, or by email.

- If you know you are going to be late for an appointment, you should contact us by email at drrosepap@proton.me If you arrive late to your appointment time, we will try to provide the Services you have booked in the remaining time available. If we decide that we cannot proceed, the appointment will be treated as cancelled without notice by you and you may be charged (See Cancellations below). This is the case no matter whether the appointment is for a face to face, online, or telephone session.

Online Sessions:

- Sessions may be provided online via a pre-agreed livestream service (for example Zoom, Teams, WriteUpp).

- When using a third-party supplier for online sessions your personal and special category data will be treated in accordance with our Privacy Policy, and may be subject to the privacy policy of the third-party supplier. We will not be liable to you for any costs or losses incurred by you as a result of using any third-party online provider for the purposes of attending a session virtually with us. You should make yourself familiar with such providers own terms and conditions and privacy policy.

- If we provide any of our Services as a livestream, we will use all reasonable endeavours to start at the time scheduled. If the start is delayed by circumstances beyond our control, we will not be liable for any such delay.

- In some limited circumstances, we may need to suspend the provision of an online session for one or more of the following reasons:
  (i) To fix technical problems or to make necessary technical changes;
  (ii) In the event of illness or other circumstances beyond our control.

- In the event of any of the circumstances listed above occurring, then we will use reasonable endeavours to give as much notice as possible to you.

- Ahead of your online session, we ask you to plan where in your location you will sit for the meeting. It is important that the connection to the internet is as strong as possible.

- It is important that you ensure the space is private and that you cannot be interrupted or overheard. You are strongly encouraged to make any necessary arrangements with anyone you may normally share the location with to ensure that your protected space can be achieved.

- Wearing earphones attached to your mobile, laptop or tablet device is helpful in blocking out "feedback" noise and ensuring extra privacy.

Recording of sessions:

- To maintain our high-level professional accreditations, we are required to audio or video record some sessions to be discussed within our clinical supervision. It is important to note that there is no expectation or requirement for you to agree to this, but please let us know if you would feel happy for your session to be recorded for this purpose. Your sessions will never be recorded without your knowledge or your explicit consent.

- We are occasionally asked by clients if they can record our session to listen again in their own time. In most circumstances this will be fine, but please note that you must gain our written consent in advance. Clients are not permitted to record sessions without receiving our written consent. This applies to any form of recording device including phones and live Skype/Facetime/Zoom/Whatsapp/Teams etc.

- You must not record the session without discussing and agreeing this with us first. It is not permitted, under any circumstances, that any agreed recording is shared with others or in any social media platform.

Cancellations:

- You may cancel an appointment without charge if you give us at least 48 hours in working days prior notice. If you do so, we will refund to you any sum you paid in advance. For example, cancellations for appointments on Tuesdays should be communicated to us on Fridays.

- Any cancellations made with fewer than 48 hours' notice will be charged at the full rate.This is the case no matter whether the appointment is for a face to face, online, or telephone session.

- We will always try to arrange for another client to attend to avoid you having to pay the cancellation fee. However, it is not usually possible to book another patient at such short notice. If you cannot attend in person, an online or telephone consultation will be offered instead.

- If sessions are funded via your health insurance company or employer or other third party: Cancellations with fewer than 48 hours' notice, or failures to attend are likely to be counted as one of your designated appointments, where funding is via a health insurance company, your employer or is provided as part of a legal process. You should check with your health insurance policy to ensure you know when they will and will not cover your costs.

- We may cancel an appointment booked by you at any time before the time and date of that appointment in the following circumstances:

  (i) The required personnel and/or required materials necessary for the provision of the Services are not available; or
  (ii) An event outside of our reasonable control occurs.

- If we cancel an appointment in such circumstances, we will refund to you in full any advance payment that you have made to us for that appointment.

- We will use all reasonable endeavours to start appointments at the time you have booked, but the start may be delayed by the overrun of a previous appointment or by other circumstances outside of our control (such as traffic delays). If the start is delayed by 30 minutes or more you may cancel the appointment and we will refund you in full any deposit or other advance payment that you have made to us for that appointment.

- If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside our control, we will not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

Third-party venues:

- If Sessions are held in person at a third-party venue, you agree to comply at all times with that venue's policies and rules about that venue (particularly fire safety and health and safety rules).

- You are responsible for your own belongings that you take to a Session. We will not be liable for any loss, damage, theft or destruction of any of your belongings.

Fees & Payment:

- You must pay for all Services in accordance with our current price list either before or upon completion of provision of those Services.

- Due to high demand and in order to most effectively manage our waiting list we are unable to hold an appointment slot without payment. Payment of the initial consultation must be made in advance in order to secure your appointment.

- You may pay us for Services (and for any deposit or other advance payment on account of that payment) using any of the following methods:

  By BACS transfer to the following account:

  Name: Dr Rose Psychology
  Bank: Mettle
  Sort Code: 04-03-33
  Account Number: 48616027

  Payment for initial consultations only can be made online through Square.

- Clients are requested to use the reference number on the invoice, so that the payment can be easily identified.

- All prices of Services shown in the price list are exclusive of VAT (which is not chargeable unless we notify you otherwise).

- We may alter our prices without prior notice. Increases made between the time when you book an appointment and the date of the appointment will not apply to your appointment on that date.

- Chasing unpaid invoices attracts an administration and interest charge of 8% above the Bank of England base rate from the due date until the final settlement date. We may suspend the provision of our Services to you in the event that any due fees remain unpaid.

Private healthcare funding

- I am registered as a clinical practitioner with a number of healthcare providers. Each provider and every healthcare plan has different rules and regulations of engagement. As the insurance policy holder, you are responsible for checking with the insurer how many sessions will be funded and whether you have the responsibility to part-pay the fee.

- If the Services are being covered by your private healthcare insurance please provide the name of the insurance company, your policy number and authorisation code:

Insurance company: ……. Policy no: ……..

Authorisation number/code: ……...…

- We are not party to any contract between you and your insurance provider.

- Please note that some insurance companies will not pay for any missed/cancelled appointments, and in such circumstances, you will be fully liable to pay the full costs to us (see above). You should check your health insurance policy to ensure you know when they will and will not cover your costs.

- If you are obliged to pay any excess or part payments as part of your health insurance policy, then these will be paid by you directly to us as per the terms set out in the Fees & Payment section above.]

- You will be responsible for payment of all outstanding charges on your account regardless of the cover you have. It shall be your responsibility to pay all sums due to us and to reclaim such sums from your insurance provider. You should keep track of the number of sessions that have been agreed by your insurance company and to alert them if any treatment session is needed.

Confidentiality:

- The information discussed in our consultations and appointments with you are of a confidential nature. We provide a safe place in which you [and/or your child] can share your feelings and thoughts with us.

- Our commitment to client confidentiality is not affected by who pays for the service provided by us.

- We will ensure that any confidential information you [and/or your child] disclose to us shall not be disclosed to any person except as permitted in this section.

- We may disclose confidential information relating to you [and/or your child]: (i) to our employees, advisers, other healthcare professionals or social agencies who need to know such information for the purposes of carrying out our Services to you; (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and/or (iii) if we believe that you [or your child] are at risk of harming yourself [or themselves] or others, in

which case we are entitled to report this to the relevant organisation. Where possible any breach of confidentiality related to risk of harm will be discussed with you [and/or your child] first.

- We shall not use your confidential information for any purpose other than to perform our obligations under these Therapy Terms.

- We shall ensure that any person to whom we disclose your confidential information to in this section also comply with these confidentiality obligations.

- It is a requirement for all Clinical Psychologists to have regular Clinical Supervision sessions in which they discuss their work in a safe and confidential space with an equally or more experienced colleague. All work that is discussed in these sessions is completely anonymised. Supervisors are bound by the same professional and ethical regulations as our practitioners and do not discuss clinical material outside of the supervisory context.

GP

- We do not contact your GP [or your child's GP] as standard. Any treatment letters, summary letters etc required will be charged at the standard hourly rate.

- For safeguarding reasons, we require your GP's name and surgery address and details of your next of kin/ emergency contact person.

- If a medical or legal professional or social worker requests information from us, we will not release this without your consent unless there is a legal obligation to do so.

How We Use Your/the Patient's Personal Information (Data Protection)

- We will only use your personal information as set out in our Privacy Policy on our website at www.drrosepsychology.com. If you do not have access to the internet we can provide you with a printed version of our Privacy Policy.

- We are registered as Data Controllers with the UK Information Commissioner's Office (ICO) as required by the Data Protection (Charges and Information) Regulations 2018.

Note keeping:

- We will keep an electronic copy of notes from each of the sessions. We will also keep a copy of your contact details.

- These will be kept in a secure patient management system on a password-protected computer, securely encrypted and backed up in a cloud-based server.

- We retain ownership of notes but we are happy to discuss their contents with you and you also have a right to access them formally. Should you wish to do this, please contact us in accordance with the Your Rights section of our Privacy Policy.

- It is possible for the courts to access notes should they need to in relation to a matter of public interest. In this unlikely event, you will be informed before the notes are released.

- If we need to send emails that contain detailed information about your child's care (for example to yourself or to your GP), we will attach the information as a password protected PDF, with the password sent separately and all emailed via an end-to-end encrypted server. We encourage you to do the same if you need to email us detailed information.

Limitation of Liability:

- We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Therapy Terms or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when a contract with you is created. We will not be responsible for any loss or damage that is not foreseeable.

- We provide all Services only for your personal and private use/purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

- Nothing in these Therapy Terms is intended to or will exclude or limit our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

- Furthermore, if you are a "consumer" as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Therapy Terms is intended to or will exclude, limit, prejudice, or otherwise affect any of our duties or obligations to you, or your rights or remedies, or our liability to you, under the Consumer Rights Act 2015; the Consumer Contracts (Information and Additional Charges) Regulations 2013; the Consumer Protection Act 1987; and any other consumer protection legislation.

- For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

- The Practice does not recommend or make any representation about the efficacy, appropriateness or suitability of any treatments, services or opinions. We cannot guarantee any outcome nor promise to provide a diagnosis.

Changes to these Therapy Terms:

- We may from time to time change these Therapy Terms without giving you notice, but we will use our reasonable endeavours to inform you as soon as is reasonably possible of any such change.

Complaints and Standards:

- We are committed to providing as helpful and compassionate a service as possible to meet the needs of all our clients.

- We always welcome feedback from our clients and, whilst we shall use all reasonable endeavours to provide a high standard of service, care and treatment to all clients and patients, we nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about our Services or any other complaint about us, please raise the matter with Dr Rose Papadopoullos directly at drrosepap@proton.me

- If this is not possible, or should you feel you would like to take the matter further, you can contact the British Psychological Society for further advice. https://www.bps.org.uk/submitting-complaint

- You may wish to raise your concern directly with the Health and Care Professions Council, should you feel you have encountered an issue of fitness to practise. This can be done by following this link: https://www.hcpc-uk.org/concerns/raising-concerns/

Crisis management and emergencies

- The type of psychological work offered is not suited to managing emergencies or crisis. If you require urgent help between appointments then please contact your GP, use the NHS 111 service for advice, phone 999 or attend A&E. You can also contact the Samaritans' anonymous helpline on 116 123 or Childline on 0800 1111 (for those under 19 years).

Leave

- We will give you a reasonable amount of notice of any planned leave dates when our Psychologist will be unavailable.

- We require, where possible, reasonable notice of any planned holidays from you.

General

- We reserve the right, at any time, to withdraw therapy and our Services to you based on clinical judgement. In such circumstances, any advance payments will be refunded for any Services not provided.

- We will not undertake any procedure that is in conflict with any law in force, any voluntary or mandatory code or practice, or any similar rules, regulations or codes.

- We insist that we do not meet you or your child face to face if you are experiencing symptoms of an infectious illness, e.g. Covid, influenza or chest infection. Online or telephone sessions can be arranged in lieu, should you or your child be well enough.

- Appointment times or other queries can be clarified by contacting drrosepap@proton.me

- If you need to contact us between appointments please do so by email. We do not provide therapeutic support outside of therapy sessions. Our working hours are changeable week by week. We aim to respond to emails within 48 working day hours.

- We are required to ensure that certain information is given or made available to you as a Consumer before we make our contract with you except where that information is already apparent. This information is included in these Therapy Terms or will be made available to you before we accept a booking from you. All of that information will be part of the terms of our contract with you.

- If you have any questions regarding these Therapy Terms, please do not hesitate to discuss with us, either in a session or by contacting us.

No Waiver

- If a party fails to enforce a right under this Agreement, that is not a waiver of that right.

Severance

- If any provision of these Therapy Terms is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of these Therapy Terms and the remainder of the provision in question shall not be affected.

Governing law and jurisdiction

- These Therapy Terms are subject to the laws of England & Wales and the jurisdiction of the English Courts.

- As a consumer, you will benefit from any mandatory provisions of the law in your country of residency.

By signing below, you explicitly consent to the following:

Consent for us to record and process the personal and sensitive data (in particular any health conditions) you choose to provide to us in accordance with our Privacy Policy

Consent for us to share your personal and sensitive data with third parties for the purposes of carrying out our Services (such as third-party suppliers that assist with our practice management – see our Privacy Policy for more information).

Consent for us to transfer your personal and sensitive data outside of the UK and EEA (in line with our Privacy Policy).

If the client is under the age of 16 we require the consent of a parent/carer to collect and use health data in accordance with our Privacy Policy. By signing these Terms and Conditions you confirm parental/carer consent (if applicable).

Please sign to confirm that you have read, understood and accept these Therapy Terms.