



DR ALEXANDRA BOUGHEY

Business Terms (Therapy)

1. **These terms**

- 1.1 These are the terms and conditions on which we (**ABLe**) provide psychological therapy (known as the “Services”) to you or your child.
- 1.2 Please read these terms carefully and sign at the end to indicate your acknowledgment and acceptance and before you book an appointment for the Services with us. Please read carefully clause 8 (Cancellation). These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or have any questions on any part of this document, please contact us to discuss before signing.
- 1.3 We will accept your typed full name as your signature on these terms.

2. **Information about us and how to contact us**

- 2.1 ABLe’s clinical psychologist is **Dr Alexandra Boughey** who has experience working with people with physical or mental health difficulties in NHS mental health services and hospitals and private clinics.
- 2.2 Dr Alexandra Boughey is registered with the Health and Care Professions Council (HCPC) with **Registration No. PYL040002** (<http://www.hpc-uk.org>) and must comply with a range of standards of conduct, performance and ethics in order to maintain his practicing registration.
- 2.3 Dr Alexandra Boughey is chartered by the British Psychological Society (<https://www.bps.org.uk/lists/cpsychol>) and abides by their Code of Ethics (<https://www.bps.org.uk/news-and-policy/bps-code-ethics-and-conduct>) which focuses on four primary ethical principles: Respect, Competence, Responsibility and Integrity.
- 2.4 We reserve the right to use other clinical psychologists to deliver the Services if appropriate. All Clinical Psychologist’s working at ABLe are registered with HCPC. Once we’ve started a therapeutic relationship with you, we will not change the clinical psychologist providing the Services without your permission.
- 2.5 If you are under the age of 16, you must ask a parent or guardian to register with us and both you and your parent/guardian must sign these Terms.
- 2.6 You can contact us by telephoning us at 07353 234738 or by writing to us at dralexandraboughey@gmail.com
- 2.7 If we must contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 2.8 “Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

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3. Crisis management and emergencies

3.1 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 (until you turn 19) on 0800 1111, Talk Liverpool on 0151 2282300 or Mind Merseyside on 0174 4647089.

4. Confidentiality

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

4.2 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.

4.3 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 (iii) if we believe that you are at risk of harming yourself 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. In such cases the standards of the Health and Care Professions Council and the practice guidelines of the British Psychological Society will be followed (<https://www.hcpc-uk.org/standards/standards-of-conduct-performance-and-ethics/>; <https://www.bps.org.uk/news-and-policy/practice-guidelines>).

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

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

4.6 It is a requirement for all psychological therapists to have regular Clinical Supervision sessions in which they discuss their work in a safe 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.

4.7 If a medical or legal professional or social worker requested information from us, we would not release this without your consent unless there was a legal obligation to do so.

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

5.1 We will only use your personal information as set out in our Privacy Policy. If you do not have access to the internet, we can provide you with a printed version of our Privacy Policy.

5.2 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.

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5.3 Notes taken by the clinical psychologist during sessions will be written in an encrypted software called 'Writeupp' which is password protected and has been designed for handling confidential clinical information. All typewritten letters and reports will be written on a password-protected computer. If sent by email, files will be password protected.

5.4 Your psychological notes will be kept for 7 years and then confidentially destroyed. Except in the circumstances outlined above, your data will not be used for anything other than our psychological work together. We retain ownership of the notes, but we are happy to discuss their contents with you and you have the right to access your notes at any time prior to their destruction. We will store children's notes for seven years after their 18th birthday in keeping with national guidelines, after which time they will be destroyed.

5.5 Any video recordings of therapy sessions may be kept for longer than 7 years if needed for teaching purposes. We will always get your express consent to retain such video recordings from you.

5.6 Your clinical psychologist will only pass on information to a third party (usually as a report) when requested to do so and with your agreement.

5.7 If you require that certain information is not disclosed in the report you must make this clear to us in writing before the report is written. Your clinical psychologist will usually write reports with your collaboration to promote transparency and honesty through the therapy process.

6. Financing our Services

We're aware that you may be paying for our Services yourself (self-funding) or you may have funding through your private healthcare provider. Please carefully read the section which applies to you. Please also be aware that if the initial sessions of your treatment are funded by your private healthcare provider you may decide to move to self-funding to continue your treatment.

6.1 Self-funding

6.1.1. If you are paying for the Services yourself, the sessions are paid for ahead of the appointment. The billing company Medserv will be in touch with you either via post or electronically to take payment. If you are block booking appointments, you must send payment ahead of your first appointment.

6.1.2. You can pay by bank transfer to Alexandra Boughey, *MONZO*, Account number: 12563928 Sort code: *04-00-03. Please use your last name and date of the appointment as the reference, so that the payment can be easily identified. (i) Please note that we will not send you a notice by email alone that our bank details have changed during the course of a transaction; (ii) Any such email you may receive will not have come from us and should be reported to the police and to us immediately. (iii) Please be careful to check bank account details with us in person if in any doubt. We will not accept responsibility if you transfer money into an incorrect account.

6.1.3. We accept payment by cash, credit or debit card.

6.2 Private healthcare funding

6.2.1 Your clinical psychologist is registered as a clinical practitioner with several healthcare providers including BUPA, Aviva, AXA, Helix, WPA, Cigna and Vitality Health. Each provider and every healthcare plan have different rules and regulations of engagement.

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6.2.2. If you plan to use private healthcare insurance to help you with the clinical psychologist's costs, then you should discuss this fully with your healthcare insurance provider. You should be aware that many insurers' limit the costs that they may be willing to pay (either per session / hour or as a total cap on treatment costs). It is your responsibility to check with your insurer to confirm how many sessions will be covered by them.

If the Services are being covered by your private healthcare insurance (e.g. AXA, Aviva, BUPA, etc.) please provide the name of the insurance company, your policy number and authorisation code:

Insurance company: Policy no:

Authorisation number/code:

6.2.3. Your clinical psychologist will not liaise with your insurance company or deal with any invoice inquiries raised by your insurer. We are not a party to any contract between you and your insurance provider.

6.2.4. Where there is a shortfall in clinical psychologist's fees (or if your insurer makes payment directly to you), we will invoice you for such payment or shortfall. Such invoices must be paid in accordance with clause 7.

6.2.5 If you are using a private health care provider to pay for all or part of the fee you have the responsibility to pay the remainder of the fee owed. Please note that there is often an excess fee which is payable by the individual or employer in order to commence the Services.

6.2.6 You are responsible for payment for cancelled appointments and for failure to attend without prior notice (see clause 8 for information on fees chargeable in these circumstances).

6.2.7 Medserv LTD is the company that will liaise with you and manage billing on behalf of Dr Alexandra Boughey. Any queries regarding billing or issues with invoicing should be sent directly to Medserv or your insurance provider.

Medico-Legal Funding

For clients attending therapy as a result of a personal injury or medical negligence claims process, funding will normally be provided via their legal representative. We invoice and collect payment from the legal representative unless otherwise agreed. We invoice for missed or late cancelled (fewer than 24 hours' notice) appointments unless under exceptional circumstances. Payment for cancelled appointments or for any failure to attend without prior notice may be the client's own responsibility. We advise medico-legal clients to check with their legal representative what the arrangements for payment are in the event of missed or late-cancelled sessions.

Funding via Employer

For clients attending therapy through a direct arrangement with their employer or the employer's representative, we normally invoice and collect payment from the employer or the representative unless otherwise agreed.

Invoices are sent monthly to the employer or representative. Payment for cancelled appointments or for any failure to attend without prior notice may be the client's own responsibility. We advise clients to check with their employer or their representative what the arrangements for payment are in the event of missed or late-cancelled sessions.

Please note, our commitment to client confidentiality is not affected by who pays for the service provided by us.

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7. Fees

7.1. You must pay for all Services in accordance with our current price list. The fees for therapy sessions vary depending on your needs of treatment. However, our general fees are as follows:

- £120 per 50-minute appointment
- £120 per 60-minute appointment
- £200 per 90-minute appointment
- Please see section 11 below regarding additional fees for telephone and email work.

All prices of Services are exclusive of VAT (which is not chargeable unless we notify you otherwise).

We may alter our prices without prior notice but if the price of any Services increases between the time when you book an appointment and the date of the appointment, the price increase will not apply to your appointment for those Services on that date

7.2 Invoices must be paid within 5 working days of the date of invoice.

7.3 We may suspend supply of the Services if you do not pay. If you do not pay us for the Services when you are supposed to or do not pay an invoice when it's due and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend your therapy sessions until you have paid us the outstanding amounts. We will contact you to tell you we are suspending your therapy sessions. As well as suspending your therapy sessions we can also charge you interest on your overdue payments (see clause 7.4).

7.4 If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Bank of England time to time. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

8. Cancellations

8.1. Under the Consumer Contracts Regulations 2013 you have a cancellation period of 14 days in which you can change your mind (this is known as **the cooling off period**). You have 14 days after the day we email you to cancel the appointment. However, once we have commenced providing the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind. This means that if you request that the therapy starts during the cancellation period you can still cancel within the 14-day period, but you will have to pay us for the therapy sessions which have taken place.

8.2. To ensure our high standards in our treatment for our clients, we recommend that therapy sessions occur on a regular basis. We will agree their frequency with you we ask you to commit to this. You may cancel an appointment without charge if you give us at least 48 working hours' prior notice of cancellation (for example, if you wish to cancel an appointment on a Monday you must notify us on Thursday of the previous week). If you do so, we will refund to you any sum you paid in advance. Cancellations of appointments made with less than 48 working hours' notice will result in a cancellation fee equal to the cost of the missed session (**Cancellation Fee**). If you fail to attend a therapy session without notice you will be charged the Cancellation Fee.

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8.3 If your health insurance company is providing funding, you must check your policy to ascertain how cancellations are handled. If your insurance company requires you to pay personally for cancelled sessions or sessions which you fail to attend without notice you will be personally responsible for paying the Cancellation Fee in accordance with clause 7.

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

- The required personnel and/or required materials necessary for the provision of the Services are not available; or
- 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.

8.5 We will use all reasonable endeavours to start the appointment at the time you have booked but the start may be delayed by overrun of a previous appointment or by other circumstances. If a delay to the start is at least 15 minutes or at any time before or after you arrive for an appointment, we notify you that there will be a delay of at least that time 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.

8.6 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.

8.7 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).

8.8 You are responsible for your own belongings that you take to a session and neither us nor any third-party venue will be liable for any loss, damage, theft or destruction of any of your belongings

9. Consultations, Appointments and Online therapy sessions

9.1. Consultations shall be by appointment only. Initial appointments can be made by emailing or telephoning us or following the form included in our website.

If the therapy is agreed to happen online, then the sessions are to take place via a pre-agreed livestream service (for example Microsoft teams. You can find out more about the way in which Microsoft teams protects your personal information by reading Microsoft teams privacy policy on their website.

9.2. The contact details which you provide to ABle must be correct and you agree to promptly notify us of any changes to your contact details.

9.3. When you have a verified booking for an appointment for a therapy session, you will receive an email within 48 hours. In this email you receive confirmation of your booking on the agreed day and time, with a personal Teams invitation via a link and instructions on how to join the session. You are responsible for saving this email and link. If you have not received an email about the confirmation within 48 hours, please check your junk mail/spam folder. If you are unable to find the link in your junk mail/spam folder, then please contact us.

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9.4. In order to use Teams properly, you must have the necessary hardware, software and reliable internet access. You are responsible for making all arrangements necessary for you to have; (i) downloaded and have access to Teams; and (ii) ensuring your internet connection will allow you to access Teams and is sufficiently reliable for the duration of the session. We will not be responsible for delays in commencing sessions or interruptions to sessions caused by problems with Teams. We will not extend a therapy session due to problems with your internet connection or hardware which affect your ability to connect to Teams.

9.5. You are responsible for being on time to your therapy session. We recommend that you are connected to Teams via the link you received in your confirmation email and have checked the image and sound at least 5-10 minutes before the session is due to commence. We will not extend a therapy session if you are late joining the session.

9.6. At times the session may be interrupted by technical glitches which are beyond the control of either you or us. If the session drops out the clinical psychologist will try to reconnect the session for the next 10 minutes. If they are unable to do so due to technical glitches the session will continue by telephone. We will not be liable for any delay which is beyond our control. In some limited circumstances, we may need to suspend the provision of an online session for one or more of the following reasons:

- (1) To fix technical problems or to make necessary minor technical changes.
- (2) 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.

9.7 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.

9.8 Ahead of your on-line 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. You are responsible for making sure that the physical place where you access your online session is confidential. You are also responsible for the confidentiality of your computer and any other electronic equipment that you use

9.9 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.

9.10 Wearing earphones attached to the mobile, laptop or tablet device is helpful in blocking out “feedback” noise and ensuring extra privacy.

10 Recording of sessions

10.1 To maintain our high-level professional accreditations, we are required to audio or video record some therapy 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.

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- 10.2 Recordings are transferred from the video camera onto an encrypted hard drive. The original video is deleted for confidentiality and GDPR purposes. All recordings are destroyed within six months of the final session unless the client provides consent for the recordings to be used as training materials for mental health professionals.
- 10.3 It is the client's choice whether they agree to video recording. It will not negatively impact their treatment should they decline the use of video recording.
- 10.4 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 etc video recording programmes.
- 10.5 You must not record the session without discussing and agreeing this first with us. It is not permitted, under any circumstances, that any agreed recording is shared with others or in any social media platform.

11. Email and Telephone Policy – additional fees

- 11.1. If necessary, your clinical psychologist can receive email communication in the form of confidential reports and letters, and/or additional information. Your clinical psychologist may also make or receive telephone calls related to your therapy or speak to you on the telephone.
- 11.2 Such additional work as is set out in this clause shall incur an additional fee. Such fees will be calculated as the hourly fee charged for your therapy (**Hourly Fee**) multiplied by the time spent. These additional charges must be paid by you or your insurance provider. We will invoice these fees to you. Invoices must be paid in accordance with clause 7 above.
- 11.3. Your clinical psychologist cannot guarantee rapid responses to email communication due to the high volume of emails that your psychologist receives.
- 11.4 It is important to be aware that communications of a clinical nature and especially clinical decision-making will not be encouraged or engaged in by your clinical psychologist via email and telephone. In our experience clinical conversations are best communicated face-to-face during your scheduled online appointment.

12. Prior to your initial appointment

- 12.1. Prior to your first appointment we may send you a questionnaire to complete to help us more fully understand the background to your current concerns. This is a detailed document about your situation or that of your family and we ask that it is completed and either (a) scanned and returned by email or (b) returned by post prior to your first appointment. We will also send you questionnaires via **Novopsych software**. This is a software for administering psychological questionnaires remotely and the results are encrypted and only accessible by your treating clinician.

13. Limitation of Liability:

- 13.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these 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.

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13.2 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.

13.3 Nothing in these 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.

13.4 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 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.

13.5 For more details of your legal rights, please refer to your local Citizens’ Advice Bureau or Trading Standard Office.

13.6 We do not recommend or make any representation about the efficacy, appropriateness or suitability or any treatments, services or opinions. We cannot guarantee any outcome nor promise to provide a diagnosis.

14. Changes to these Terms

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

15. Anti-Discrimination Policy

Your clinical psychologist respects difference and diversity. Differences include sexuality, sexual preference or orientation, religion, political beliefs, ethnicity, disability, gender expression or age,

16. Health and Safety

Your clinical psychologist will take the utmost care and due diligence when working with you as a client and will adhere to all the health and safety regulations within the framework appropriate for online and face to face therapy.

17. Complaints

17.1. We are committed to providing as helpful and compassionate a service as possible to meet the needs of all our clients. We hope you will never have to complain about the service provided by ABLe but if you do have a concern please put it in writing to your clinical psychologist, Dr Alexandra Boughey. 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>.

17.2 You may wish to raise your concern directly with the HCPC, should you feel you have encountered an issue of fitness to practice. This can be done by following this link <https://www.hcpc-uk.org/concerns/raising-concerns/>.

17.3 For further information on Able, complaint procedures please contact us for further information.

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18. Other important terms

18.1 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 conflicts with any law in force, any voluntary or mandatory code or practice, or any similar rules, regulations or codes.

18.2 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. coronavirus, chest infection. Online or telephone sessions can be arranged in lieu, should you or your child be well enough.

18.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

18.4 Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things, and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the Services, we can still require you to make the payment later.

18.6 These terms are governed by English law, and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

If you have questions about any of the content of this document, please contact Dr Alexandra Boughey on dralexandraboughey@gmail.com who can provide clarification.

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D R A L E X A N D R A B O U G H E Y

By signing below, you explicitly consent to the following:

Please tick the boxes as indicated.

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 ☐ **please tick**

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 Privacy Policy for more information). ☐ **please tick**

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

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. Please tick here to confirm parental consent (if applicable). ☐ **please tick**

Next of kin/Emergency contact person: Name:

Relationship to you: Contact details:

Please sign here or type your full name to confirm that you have read, understood and agree to the Terms and Conditions.

Signature _____ Date _____

Print name _____ On behalf of _____

Date of Birth _____

Email _____ Phone _____

Please return the signed document to: dralexandraboughey@gmail.com