

The Therapy Den-Our Therapeutic Contract

The T&Cs is a contracting document both therapist and client sign when embarking on a professional therapeutic relationship together.

Hello and welcome

My name is Lori Fitzgerald and I am a psychotherapist, coach-counsellor, and mentor.

I support adult clients with a combination of Person Centred Therapy, Mindful Compassion Therapy, Humanist Mentoring, and Contemporary & Jungian Creative Practice.

My therapeutic approach is holistic, humanist and nurturing. I believe that our physical and emotional states are intrinsically linked, and that our memories, experiences and beliefs can have a powerful effect on our bodies as well as our minds.

You can choose from receiving therapeutic or coaching/mentoring support via a regular Skype or Facetime session, or via written therapeutic email exchange.

My Mission Statement

I aim;

To provide easily accessible dynamic therapeutic and/or mentoring/coaching support to adults in emotional need.

To be non-judgmental, empathic and supportive regardless of a person's gender, religious or spiritual beliefs, cultural heritage, family background, life experience or current emotional and/or physical situation.

To support & nurture people through transition.

To help support clients to the best of my ability, in the time that I have and with the information I am given.

This contract refers to both the psychotherapy and all mentoring (personal and professional) services and programmes I offer.

Please note I retain the right to turn down work and to choose not to work with a person/s if I feel this would be inappropriate for either myself or the other party. This may be due to a conflict of interest or an honest acknowledgement that I might not be the most appropriate mental health professional for you at this time. In the unlikely event of this happening I will always do my best to signpost appropriately.

Our Therapeutic Contract

In psychotherapy, and in mentoring & coaching, both the therapist/mentor (that's me) and the client (that's you) have certain rights and responsibilities.

Part One.....your rights as a client.

As a client you have a right;

- 1.1 To dignity as an individual human being.
- 1.2 You have the right to equal consideration & treatment regardless of gender, race, religion, colour, economic status, age, sexual preference or beliefs.
- 1.3 To be provided with professional & respectful care.
- 1.4 To be accepted as who you are & to be listened to in a non- judgmental way.
- 1.5 To know my assessment of the problems/concerns you are presenting (if indeed any assessment has been made).
- 1.6 To refuse to comply with recommendations or further signposting even if I suggest you take a course of action or seek another form of help/support. You may choose not to follow my guidance.
- 1.7 To know what alternative resources may be available to you & you have a right to know what these are (providing I am aware of them myself).
- 1.8 To confidentiality in therapy/mentoring/coaching, subject to the law.
- 1.9 To know that I am bound to comply with the Ethical Framework for Good Practice as laid out by my professional body.

Part Two.....your responsibilities as a client.

As a client you have certain responsibilities. These are;

- 2.1 To be honest (congruent), open & willing to share your issues with me. If you don't feel able to be honest at this time then therapy can't occur.
- 2.2 To ask questions when you don't understand or you need further clarification on any part of our professional relationship, the sessions, or this contract.
- 2.3 To discuss any reservations you may have prior to starting therapy/mentoring.
- 2.4 To report changes or unexpected events to me that may have an impact on your

therapy/mentoring and our professional therapeutic relationship as soon as you are aware of them.

- 2.5 To keep me up to date with your contact details and your emergency contact details if they change during our time together.
- 2.6 To keep psychotherapy appointments as arranged, or at least to give 72hrs notice when you need to cancel or reschedule an appointment.
- 2.7 To pay for all missed psychotherapy appointments or sessions cancelled where I have not been given 72hrs notice.
- 2.8 To pay all Therapy Den Mentoring Programme investment fees (incl Personal Mentoring or Business/Professional Mentoring) in full (or as agreed) and in advance of any agreed work undertaken, and to honour any payment plans in full and as agreed regardless of whether you choose to complete the mentoring programme or not.
- 2.9 To complete any therapeutic & mentoring work set as part of the Therapy Den Mentoring Programmes in order to allow yourself to receive the most productive & transformative experience possible.

Part Three.....supervision

- 3.1 As your therapist/mentor I may wish to keep notes of our work together and discuss the psychotherapy and mentoring I am undertaking with you with my supervisor. This is in order to monitor and improve my practice. This will be done in such a way as to protect your identity and your right to confidentiality.

Part Four.....confidentiality and the law

- 4.1 Please note that all information shared within our sessions is confidential. I am however bound by rules that ensure that I have to report an act, or potential act, of treason or terrorism. Also if harm towards a child/minor/vulnerable person is discussed then I have the right to discuss potential steps with you to seeking additional help, or you disclosing this information to a third party. This is taken on a case by case basis and will be discussed at length with yourself prior to any action taken.

.....confidentiality and data protection

- 4.2 I take basic contact information from you via an official contact form when we start to work together. By that point I will also have your email address (as you will have contacted me) and possibly your phone number. Please note I take only the information I need in order to support you safely and with due care. Your email address is retained and used solely for the purposes of contacting you regarding session times, to reply to your email correspondence and to give session feedback or further information when required. Your information is not shared with any third party and I do not sell your details forward (heaven blooming forbid!).

I keep notes in our sessions and they are retained on file for 36 months then destroyed via shredder. Emails are kept for only as long as necessary and are then deleted and 'trash' folder cleared. I operate on a minimal data capture policy. Agreeing to work with me at this time means you agree to let me reply to your emails and/or confidential texts and send you emails and confidential texts regarding our work. It also means you agree to let me use your emergency contact details should you need me to (say in the event you become ill in a session) and your phone number to reply to your texts or send you texts regarding session time changes, illness or diary amendments.

.....confidentiality online

- 4.3 Please note that there are no online facilities for therapy which can be guaranteed absolutely secure with no risk of information being obtained by a third party. However, I take every precaution available to me to protect your privacy and I would suggest that you do the same. I do not keep notes in an online facility other than my email inbox files and will ensure that I do not share any information about our therapy arrangement with anyone else. I do not accept requests for contact via social media and do not share the use of my computer with anyone else.

Part Five.....Psychotherapy & Counselling

- 5.1 **Fees: Psychotherapy & Counselling:** The latest psychotherapy/counselling fees are priced per hour and are listed on the website on the fees page (60 minute) and are payable at the point of booking (first session) or 72 hrs in advance (subsequent sessions) via BACS transfer in order to confirm the session.
- 5.2 **Additional Fees:** Your psychotherapy fee solely covers my professional service as a therapist and nothing else. In the unlikely event of any additional admin requested by yourself and mutually agreed then this will be charged at £40 per 15 mins or £150 per hour.

I may also make recommendations for books, podcasts, or short courses, and if you wish to purchase those items then you are responsible for covering those fees plus the charges for your own notebooks, pens, broadband, and tech supplies etc.

- 5.3 **Refunds due to therapist cancellation: Psychotherapy & Counselling:** If I have to cancel a session that you have already paid for due to illness or unexpected event or illness on my part then I will allocate your payment to your next diarised session.

If we both are unable to arrange an alternative suitable time/date then you will receive a full refund of your session fee.

- 5.4 **Refunds due to client cancellation: Psychotherapy & Counselling:** If you cancel a psychotherapy session without giving 72hrs notice then no refunds will be given. There are no refunds for 'no-shows' or forgetting the time/date of your sessions. There are a few very human exceptions to this refund clause and other circumstances where a session refund might be appropriate and these are

decided on a case to case basis and at my discretion. Please do ask me if you are uncertain.

- 5.5 **Structure: Psychotherapy & Counselling:** Psychotherapy & Counselling sessions are 60 mins in duration and are conducted via Skype/Facetime, or via confidential email.

Part Six.....Mentoring Programmes overview (includes The Therapy Den Intense Personal Mentoring, The Therapy Den Business Mentoring, and The Therapy Den Business Level Up Mentoring).

- 6.1 **Fees:** The Mentoring Programmes fees and payment plans are listed on this website (lorifitzgerald.co.uk) under each programme title. If you are in doubt of the fees please do ask.
- 6.2 **Fees Transparency & Calculation:** The full mentoring fee is NOT calculated based solely on how many sessions you have but instead covers the entirety of my professional output that starts from the time you sign up at the pre-work stage.

Pro-rata accounting will take into consideration all the time taken to set and evaluate the pre-work, create and plan the full programme (majority upfront), all emails and communications, check-ins, mentoring sessions, maintenance sessions, sessions not attended without 72hrs notice of cancellation given, and any other work I will have undertaken on the programme to that date. I calculate my time in 15 minute increments starting at the point of agreeing the pre-work with you.

The fees are allocated approximately to the mentoring programme on the following basis:

50% (part 1-allows for pre-work and programme creation)

35% (part 2-allows for the first half of sessions)

15% (part 3-allows for the second half of sessions)

with the greater weighting covering the pre-work and creation of your programme prior to us starting the sessions.

- 6.3 **Fees Liability:** Payment is via BACS transfer and is to be made before any programmes are written by myself and before any supported mentoring work is undertaken as per the terms laid out in the introductory email you will receive. Once you have agreed to these T&Cs in writing (via dated email usually) you are fully responsible and liable for all payments whether paying in full or as part of an agreed payment plan and regardless of whether you choose to complete the mentoring programme written for you or not.
- 6.4 **Missed mentoring sessions:** either 'no-shows' or sessions that haven't been rearranged with a minimum of 72hrs notice can be rebooked at an hourly rate of £150. No refunds will be given for missed sessions. This applies to all the Mentoring Programmes and ad hoc mentoring sessions.

- 6.5 **Client Commitment & Responsibility:** You are responsible for the levels of commitment, integrity, congruence and honesty on your journey (including your commitment to any additional work set and agreed by us both as well as the financial commitment as agreed). I do my utmost to support you but I am not responsible for your personal commitment and integrity on the programme.
- 6.6 **Additional Fees:** Your mentoring fee solely covers all of my mentoring services on the programme. In the unlikely event of any additional admin requested by yourself and mutually agreed then this will be charged at £40 per 15 mins or £150 per hour.

I may also make recommendations for books, podcasts, or short courses, and if you wish to purchase those items then you are responsible for covering those fees plus the charges for your own notebooks, pens, broadband, tech supplies, and anything else.

Part Seven.....Refunds for Mentoring.

- 7.1 **Refunds: Mentoring Programmes:** *There are no refunds given for mentoring programmes* as the time invested in creating and then delivering the mentoring programmes are tailored to you and this is time I can't take back and no other client can use your programme.

I do need to ensure you understand that the Mentoring Programme fees are an investment and refunds are not given if the work feels challenging, intense or tough (we can and will work through this together-that is part of the journey), or if you change your mind or decide to withdraw (outside of the 14 day cooling off period), or experience short term and/or non-terminal illness (with adequate notice sessions can be rearranged in the event of illness).

There are however three clauses for the mentoring programmes that do cover a statutory refund within 14 days, discretionary capped refunds under exceptional circumstances, or alternative arrangements due to unforeseen circumstances:

- 7.3 **The 14 Day Cooling Off Period:** You have a **14 day cancellation/cooling off period** from the date of entering into the contract and paying your deposit/full fees. Within this period of time of 14 days if you change your mind you will receive a full refund on any monies paid up to that point. If you decide to waiver the 14 day cooling off period and start sooner then refunds can only be given on a pro-rata basis and you will be charged for the work and time taken to that point.
- 7.4 **-14 Day Cooling off Period: Giving Notice:** I require notice of cancellation in writing (email is fine and dandy) and it must be within the 14 day cancellation period outlined above. **If your cancellation falls outside of the 14 day cooling off period then no refunds will be given** and you are liable for the full fees even if you fail to start or complete the programme you have agreed to undertake and participate in.

7.5 **-14 Day Cooling Off Period: ProRata Allowances:** If services have been agreed to and provided within the 14 day cancellation period you/the client must pay for those services received in full.

7.6 **Exceptional Circumstances:** No refunds will be given after the 14 day cooling off period but with three very exceptional circumstances. In the event of a newly diagnosed terminal illness with short span prognosis (6 months or less) occurring during the programme, or significant and irreversible loss of cognitive functioning due to accident or neurological trauma that occurred during the mentoring programme, then on a discretionary basis I may refund up to 20% of the total fees paid to date on a pro rata basis based on where you are in the programme at that time and the additional work/support I have already provided and given time to.

The refund cap for this specific situation is set at a maximum of 20% of the whole fee paid to date and is not wholly dependent on how many sessions have been attended by you/the client but instead is calculated based on the work undertaken by myself to plan, prepare, and deliver the programme to that point.

7.7 **Unforeseen Circumstances:** Should an unforeseen circumstance arise that wasn't accounted for at the point of signing up for your mentoring programme, and which means you are unable to continue at this time, then please don't worry as your remaining sessions can potentially be postponed and 'banked'.

Postponed sessions can be held for up to 12 months from the mutually agreed date of postponement and you must re-start by the end of the agreed 12 month postponement period. Unforeseen circumstances may mean a prolonged period of unexpected illness or hospitalisation (of 2 or more weeks), significant medical complications arising from fertility treatment, or pregnancy, or the first 3 months of the post-natal period, or sudden overseas relocation for emergency work or medical treatment.

7.8 **-Unforeseen Circumstances: Breach of Clause:** If however you were aware of the change or potential for change of circumstances at the point of booking then this renders the offer of postponement void as it is in breach of the clause due to it not being classed as "unforeseen".

7.9 **-Unforeseen Circumstances: Admin Charge:** There is an admin fee payable to complete the re-bookings and also to cover any slight alterations to the programme that was originally written for you. This fee will be no greater than £150 and is calculated based on the amount of admin time taken to rearrange sessions.

Part Eight.....Structure: Mentoring Programmes

The Intense Mentoring courses involves the following commitment from you;

8.1 Undisturbed access to a computer, your own personal and confidential email address, and an operational Skype and/or Facetime account, plus a private

whatsapp account.

- 8.2 A willingness to take responsibility for your life and the changes you wish to make and your involvement in the course.
- 8.3 Undertaking an initial set of Pre-Work that you must complete.
- 8.4 A minimum of a fortnightly (or as agreed) 60 minute 121 online mentoring sessions for the duration of the agreed length of your programme.
- 8.5 Weekly reflective practice up to 2 hours for the duration of your chosen course.
- 8.6 Any other work as mutually agreed between you/the client and I/the mentor.

Part Nine.....Intellectual Property

- 9.1 My intellectual property including but not limited to any/all course content, course name, blog posts, vlogs, worksheets, emails and any other work including art work and graphics produced under the working titles of LoriFitzDoodles, Lori FitzDoodles, Intense Mentoring or produced by myself (Lori Fitzgerald) or by my company (Lori Fitzgerald Ltd) remain the intellectual property of Lori Fitzgerald Ltd and are not to be used or shared for any other purpose without prior permission from Lori Fitzgerald.
- 9.2 Lori Fitzgerald Ltd is trading as The Therapy Den™ & LoriFitzDoodles™.