

NavoMind Terms & Conditions

Please read them carefully before using our service.

Article 1: General

These terms and conditions form a contract between you and your specialist for therapeutic or coaching work. It is important that you read and understand them before you agree to proceed with our services. If you have any questions about this document, or require it in a different format, please speak to your specialist.

- An initial session will be offered to think about, decide on, and plan an intervention.
- Interventions might be open-ended or limited to a specific number of sessions.
- Most people are seen weekly, but if appropriate other contact arrangements can be made.

Summary

- **Initial Assessment:** An opportunity to discuss your needs, expectations, and whether the specialist's approach is suitable. No obligation to proceed if either party feels it's not a match.
- **Confidentiality:** Sessions are confidential except if there is serious concern for your safety, someone else's safety, or the welfare of children/vulnerable adults. Where possible, any perceived risk will be discussed with you first. Your case may also be discussed in supervision to ensure high-quality service.
- **Professional Conduct & Accountability:** Psychologists must be registered with the Health & Care Professions Council (HCPC) and receive regular supervision.
- **Payment:** Payment is due (e.g., via bank transfer) 24 hours before each session unless otherwise agreed. Late payments may be subject to additional fees.
- **Cancellation & Missed Sessions:** Sessions cancelled with fewer than 48 hours' notice are charged in full. Missed sessions (no-shows) are also charged in full.
- **Insurance Coverage:** Insurance typically does **not** cover cancellations or missed sessions; any resulting charges remain the client's responsibility.
- **Lateness & Non-Attendance:** Late arrivals still finish at the scheduled time. Repeated non-attendance without notice may result in your session slot being reallocated.
- **Holidays:** Please inform your specialist of any planned breaks as early as possible.
- **Support Outside Sessions:** Emergency or crisis support is **not** provided outside of session times. Contact details are for scheduling or cancelling appointments only.
- **Privacy & Data Protection:** Your personal data is collected and processed according to the General Data Protection Regulation (GDPR) and other professional requirements.

Article 2: Initial Assessment

- The initial assessment session is a space to discuss your difficulties and the reasons you are seeking help. This will also be an opportunity for you to talk about what your

expectations are for work and to set goals. It will also be an opportunity to decide if the specialist's style of work suits your needs.

- Please note that the initial assessment is not a guarantee that future sessions will be offered. It may be that following assessment, the specialist may feel that they are not the best person to help you at the current time. Additionally, after assessment, if you feel that your specialist is not the right professional for you, there is no obligation to see them for further appointments. Either way, the specialist will endeavour to point you towards a source of help that meets your needs.

Article 3: Confidentiality

- Overall, what is discussed in the sessions is strictly confidential between you and your specialist. However, there are some exceptional circumstances under which confidentiality will be breached for legal reasons, even without your permission, and they are:
 1. If your specialist believes that there is a risk to yourself or to others, or a risk from others.
 2. If there is sufficient evidence to raise concern of the health, welfare or safety of children or vulnerable adults.
- In these circumstances, your specialist will initially encourage you to contact an appropriate source of support/help. However, if it is felt that you are unable to do so, your specialist has a duty of care to make this contact. This will be discussed with you first if possible before passing any information on to others and explained to you why your specialist has chosen to take this course of action.
- There may be some occasions when it might be helpful for your specialist to speak to or write to your GP or other healthcare professional (about your medication or to update them about your treatment for example). Your specialist would gain your permission to do this. You will be copied into all correspondence sent about you, unless you request otherwise.

Article 4: Professional Code of Conduct & Accountability

- Practicing Clinical Psychologists are required to be registered with the national regulatory body, the [Health & Care Professions Council \(HCPC\)](#). Registration means that you can be safe in the knowledge that the service you receive is delivered by a suitably qualified Clinical Psychologist.
- As with all specialists, Clinical Psychologists receive regular clinical supervision sessions of their work from a more senior Psychologist. This is required in our code of conduct. We will discuss clients in these sessions for the supervisor to support the therapy offered and to ensure clients are receiving the best possible care. Clinical Supervisors are required to abide by the same remits of confidentiality and to act within their own codes of conduct.

Article 5: Payment

- Payment is due on or before the session date (e.g., 24 hours in advance).
- Payment can be made through any of the payment methods we have available, such as Bank Transfer, Visa, MasterCard, Affinity Card, American Express cards or online payment methods (PayPal, for example).
- Payment cards (credit cards or debit cards) are subject to validation checks and authorisation by your card issuer. If we do not receive the required authorisation, we will not be liable for any delay or non-delivery of your order.

Article 6: Cancellation Policy

If you need to change or cancel an appointment, please inform your specialist as soon as possible. To manage services effectively and ensure availability for all clients, full session fees apply for missed or cancelled sessions, except in the case of planned breaks.

Article 7: Payment Deadlines, Missed Sessions, and Late Fees

- **Payment Due**
 - Payment is due **24 hours before your session**, unless otherwise agreed in writing.
 - If payment is not received by the date and time of the session, the session may be canceled at the specialist's discretion. Alternatively, the session can still take place, but the payment immediately becomes "overdue."
- **Late Payment Procedure and Fees**
 - **Day 1 (Session Date):** If payment remains outstanding after the session date, the payment is officially considered overdue.
 - **Day 7:** If the overdue amount remains unpaid **7 days** after the session date, a **payment reminder** will be sent.
 - **Day 14 (5% Fee):** If payment is still outstanding after **14 days**, a **5% late fee** will be added to the total amount owed.
 - **Day 21 (Additional 5% Fee):** If the balance remains unpaid after **21 days**, a **further 5% late fee** will be applied to the total balance (for a cumulative **10%**).
 - **Day 30+:** If payment is still not settled after **30 days**, the client's sessions may be suspended until all outstanding fees have been paid. Unpaid debts beyond this point may be referred to a **collection agency** or become subject to legal action. Any costs incurred in recovering unpaid fees will be added to the total amount due.
- **Missed Sessions & Late Cancellations**
 - **48-Hour Notice:** Cancellations made with fewer than 48 hours' notice will be charged in full, as the slot cannot be reallocated.
 - **No-Shows:** Missed sessions (no-shows) are charged in full.
 - **Insurance Coverage:** Insurance does not reimburse cancellations or missed appointments. Therefore, the client is personally responsible for any late cancellation or no-show charges.
- **Financial Hardship**

- If a client is experiencing financial difficulties, they should contact the specialist **as soon as possible** to discuss alternative payment arrangements or a possible payment plan.

Article 8: Holidays

- Please let your specialist know about any holidays or planned breaks with as much notice as possible to preserve the continuity of your work together. Your specialist will do the same.

Article 9: Support Outside of Sessions and Emergencies

- The service does not offer emergency support outside of sessions. Contact numbers and e-mails should only be used to communicate about appointment times or cancellations.
- If you are finding that you require additional support between sessions, please discuss this with your specialist and your GP.
- If you feel you are in danger in any way please contact the emergency services, your GP (out-of-hours
- GP can be contacted by calling 111) or the Samaritans (116 123 - free to call from any landline or mobile).

Article 10: Privacy Policy

- **Legal Basis and Scop**
 - This Privacy Policy describes how personal data is collected, processed, and stored in compliance with the General Data Protection Regulation (GDPR) and relevant UK data protection laws. This service is provided by a registered Clinical Psychologist, who is also registered as a Data Controller with the Information Commissioner's Office (ICO): <https://ico.org.uk>.

Types of Personal Data Collected

- 1. Basic Personal Data**
 - Name, address, email address, telephone number
 - GP contact details
 - 2. Sensitive Data**
 - Signed therapy or coaching contract
 - Session notes, reports, drawings, questionnaires, outcome measures
 - 3. If referred by a third party** (e.g., a health insurance provider, solicitor, or rehabilitation company), additional personal data such as insurance policy details and referral information may be collected.
- **Purpose for Processing Data**
 - Personal data is processed under a legitimate interest to deliver psychological assessment, treatment, or related services. This includes scheduling sessions, maintaining clinical records, and, if applicable, providing required updates to

referring entities. No data will be sold or shared without consent unless required by law.

- **Use and Retention of Personal Information**
 - Personal data is used exclusively for the provision of psychological services.
 - Basic contact information stored on electronic devices is deleted within 6 months of the end of therapy or coaching.
 - Adult clinical records are retained for 8 years after the last contact, and child records are retained until the client reaches age 26, as per professional guidelines ([BPS, 2000][1]; [HCPC, 2017][2]). After these periods, records are securely destroyed unless retention is required for legal or safeguarding reasons.
- **Data Sharing:** Personal information is treated confidentially. However, it may be shared in the following circumstances:
 - **Insurance or Third-Party Funding:** Appointment information and treatment updates provided as needed for billing or progress reporting.
 - **Legal or Professional Requirements:** If required by a Court Order, or in cases where disclosure may be necessary to prevent harm, protect public interest, or comply with other legal obligations.
 - **Risk of Harm:** If there is a risk of harm to you or others, relevant information may be disclosed to appropriate authorities. Whenever possible, this will be discussed with you in advance unless it increases the level of risk.
- **Data Security Measures**
 - All electronic devices are password-protected and have antivirus/malware protection.
 - Emails containing personal or sensitive information are encrypted, and attachments are password-protected.
 - Confidential digital information may be stored on a GDPR-compliant, secure cloud service.
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- **Your Rights**
 - **Access:** You have the right to request a copy of your personal data (a 'subject access request').
 - **Rectification:** You may request corrections if information is inaccurate.
 - **Erasure:** You may request deletion of data, though therapy records are typically retained for 8 years in line with regulatory requirements.
 - **Complaints:** If you believe data protection laws have not been followed, you may complain to the ICO.
- In the event of the specialist's death or incapacity, arrangements exist for another professional to maintain and manage client records according to these same obligations.

[1]: The British Psychological Society (2000). *Clinical Psychology and Case Notes: Guidance on Good Practice*. Leicester: Division of Clinical Psychology, BPS.

[2]: Health and Care Professions Council (2017). *Confidentiality – guidance for registrants*. London: HCPC.



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