

A quick guide to

Contract discussions

Private practitioner's contracting template

Written by: Caz Binstead and David Lloyd Brown

bacp counselling changes lives

Sponsored by
Towergate Insurance

towergate insurance

Note

The optional sections of the contract are used to inform the practitioner that options are available, depending on their modality and some of the additional issues or requirements of the client. The bracketed areas **marked in green** are blank, indicating that the practitioner should include details relating to their own private practice in these spaces.

Please note that this template should be used in conjunction with BACP's *Privacy Notice* and *Ethical Framework* (see record keeping confidentiality).

Disclaimer

This resource does not constitute legal or other professional advice but is intended to support practitioners by providing general information and advice, up to date at the time of publication. This resource is only an example and as such, is not exhaustive and should be reviewed and amended to reflect your practice. It is ultimately the responsibility of each practitioner to manage their own client contracts, ensuring compliance with legislation. You should consult your professional adviser or professional indemnity insurance provider for specific legal or other advice.

This resource includes links to other sites thereby enabling you to go directly to the linked site. BACP is not responsible for the content or links in any linked site or any transmission received from any linked site. The links are provided to assist members and the inclusion of a link does not imply that BACP endorses or has approved the linked site.

Example contracting template

Being clear on your membership body registration details, in addition to communicating your professional credentials and what ethical framework you adhere to, provide transparency, in case there is a situation where a client wishes to issue a complaint about the therapy. For more on this, see BACP's *Ethical Framework*; 'Good Practice, Integrity, points 43-49' (BACP, 2018). There is also a useful short pdf featuring an extract from the framework, which covers our commitment to clients, and is available for members to download – either to share with clients, or for reference: https://www.bacp.co.uk/media/3102/bacp-ethical-framework-2018-our-commitment.pdf

Contract

Practitioner's name:

Name of private practice:

Contact details:

Website address:

Please read the information below carefully as it forms an agreement as to how we will work together and outlines my professional obligations regarding confidentiality. At our first session I will set some time aside for us to discuss this agreement and answer any queries that you may have. I will ask you to sign the agreement to show that you understand its contents.

Qualifications:

I am a **(membership status)** member of the British Association for Counselling and Psychotherapy (BACP) and as such abide by their *Ethical Framework*.

Please see - www.bacp.co.uk/ethical-framework for more information.

Anti-discriminatory practice

I am committed to providing an anti-discriminatory service. I strive to ensure that this practice is present in all our work together.

a. In terms of the way that you work, you ought to choose to overtly lay this out , or give a link to your website (in case a client hasn't seen it), which might give a fuller overview of how you work;
b. Another option here, is to put in anything relevant on how you practically offer sessions. For example: 'the client has agreed to attend weekly sessions, which will be held at the same location/ time each week'. Being clear about aspects such as whether you work with set slots; whether you ever change on an ad hoc basis (and if so, how this would work) is important. As is, if you offer weekly, and/or fortnightly sessions, etc. – and if this is general, or at the start of therapy only, plus, if you would ever be prepared to revisit these terms at any point in negotiation with the client. For private practice, considering these factors for individual practices, and communicating clearly, are crucial in both your own management of your business, and your own therapeutic beliefs in how you choose to run your practice.

The way that I work

There are a variety of approaches to the way practitioners work with their clients. I have been trained in a therapeutic approach called **(insert approach)**. This method of therapy **(provide a brief description of your approach)**.

Please see -
https://www.bacp.co.uk/about-therapy/types-of-therapy
for more information on different therapeutic approaches.

Duration and notice of termination

I provide both short and long-term therapy and we can discuss the planned duration of our work together during our initial session.

We will review your progress at every **(insert frequency of session reviews)** session and I require **(insert the length of time or number of sessions' notice required)** if you wish to terminate your therapy with me.

a. (paragraph 1) Even if this discussion leads to an unknown answer, it can be useful to discuss openly any expectations from either party at this point. If you, as the therapist, have any restrictions on the duration of the work, it is important to inform clients of this. BACP's *Ethical Framework*, Good Practice, point 38 states: 'We will inform clients about any fixed limits to the duration or number of sessions as part of the contracting process' (BACP, 2018);
b. (paragraph 2) You may choose to give some context to this, for example: 'Clients attend sessions on the basis that they agree to give advance notice of leaving therapy, and to meet for some final closing sessions. I recommend at least two sessions to address any unresolved issues and finish in a safe manner'.

Optional (additional information required) if the client is referred to a private practitioner from an external source

You have been referred to me from

(insert the name of the referring agency or GP's surgery) for **(insert the number of sessions granted)**.

Holidays

I require **(insert the amount of holiday notice)** notice of any holiday arrangements. I will provide you with at least **(insert your holiday notice period)** notice of my holidays.

Optional – Contact between sessions

I normally work **(insert the days that you work)** between **(insert the hours that you work)** and I can only see you by prior appointment.

If you require my urgent professional services between sessions, I can be contacted during my normal working hours by email or text. I will endeavour to reply to you as soon as possible, but there may be a delay.

If you are unable to wait for me to reply, or require emergency or urgent professional assistance outside my normal working hours, please contact NHS direct telephone 111, your GP, the emergency services or the Samaritans freephone 116123.

It can be useful here to differentiate between urgent contact i.e. for emergencies, and your general boundary around contact between sessions. For example, you may say that other than emergencies, once you start working together, you do not correspond in between sessions. In terms of setting your boundaries around this, be realistic; mindful that it is important to stick to what you have said (unless choosing for therapeutic reasons to bend the boundary). For example, if you say your working hours are 9am to 7pm, and someone contacts you at 9pm and you reactively respond, you might consider what affect this unconsidered boundary 'slip' might have later down the line.

Traditionally, a 'therapy hour' was, for many practitioners, around the 50 minute mark (per session). But in practice, this differs, with people offering varying time durations, dependent on modality, type of therapy, or an individual practitioner's philosophy. It is therefore important, here in the contract, to include the duration of the sessions.

Fees

I charge a fee of **(insert fee)** per **(insert duration of session)**.

Optional – Reduced fee rate

I charge a reduced fee of **(insert hourly rate of reduced fee)** per session to clients who are claiming benefit or students. Please note that this must be agreed prior to our first session, and I require proof from you such as a student union card or letter, or email from the Department for Work and Pensions, in order for me to offer this service.

I review my fees on an **(insert review period, e.g. annual)** basis in **(give month)** and will give you **(insert notice period)** calendar months' notice of any proposed increase.

Some practitioners will have their routines for when they take payment – for either practical reasons, or therapeutic ones. If you do prefer before or after the session, it's good to communicate this clearly to clients, and for each session stick to any agreed boundary around this.

Bank details

You can pay by BACS or cash payable prior to, or by the end of each session.

The name of my account is **(insert account name)**. My bank details are, sort code **(insert sort code)** and my bank account number is **(insert bank account number)**.

It is useful to discuss holiday and cancellation policy together. For you, these may be one and the same thing, but if you differentiate (in either notice period, or description/understanding of how a holiday is defined), this requires clear communication. Other considerations might be around, if you have a set limit for holidays or cancellations, for example, six 'allowed' unpaid sessions in a year, and being mindful of this detail (when does your 'year' run from and to?). If you see clients at the same time/same day each week, do you have a set limit on the amount of consecutive sessions that can be missed before this 'regular' slot is freed up for another client e.g. if a client is going away on holiday for four weeks, will they still be able to return to their slot, or not? It is especially important to be clear in advance here, so as to be prepared, and carefully pay attention to any endings, coming as a result, to that particular period of work. Finally, perhaps you might have an agreement of set weekly sessions, which you charge for regardless of whether attended or cancelled.

In general, setting a cancellation policy that works for you and your individual practice, is one of the most important practical things you'll need to do as a private practitioner. Why not discuss with colleagues in your networking circles to hear what others do, and see how different ideas sit with you? In order to feel comfortable discussing with a client, and sticking to consistent boundaries, you may need to be curious, particularly in the first year or so of practice, about how you feel sitting with your chosen policy. Although, we contract and in doing so commit to certain policies with individual clients, in terms of our practice going forward (and future clients), remember nothing needs to be set in stone – finding what you are most comfortable with is all part of the journey of setting up your private practice.

Cancellation policy

I require **(insert cancellation notice)** hours' notice of a cancellation via a text or email to avoid an invoice being produced and a fee charged. If you arrive late unfortunately I will not be able to extend the session, as this will affect my other appointments.

I require **(insert holiday notice period)** notice of any holiday arrangements. I will provide you with at least **(insert holiday notice period)** notice of my holidays. My normal working hours are **(insert weekly working pattern)**. I only see clients by appointment, and I am unable to correspond with clients between sessions.

It might be useful here to state that prior to breaking any confidentiality via written reports or letters, this would always be discussed in full between yourself and the client (before obtaining written permission). In general, it's advised that you fully consider and reflect on the writing of any reports, particularly exercising caution if it's something that requests your opinion (as opposed to factual notes). It's useful to discuss any breaking of confidentiality with your supervisor too, especially with more complex considerations such as police or solicitor requests with regards to criminal investigations or court cases. For the latter, you may find resource, GPiA 083 useful: www.bacp.co.uk/gpia083

Optional – Letters and reports

I am willing to write any relevant letters and reports but will require your written permission for me to do this.

I charge a fee for writing letters or reports, and this is based on the time it takes me to write the document.

Supervision

All members of BACP are required to have regular supervision. My work continues to be supervised to ensure that it is safe, ethical and effective. Aspects of our work may be discussed during these sessions, but no full name will be used and identifiable details removed. My supervisor is a member of **(insert name of supervisor's professional body)** and as such they are bound by the same confidentiality rules as myself.

In keeping with the requirements of BACP's *Ethical Framework* I have appointed a trusted colleague to take over the administration of my practice in the event of my death or incapacity, and to deal with my appointments and destroy my notes in a confidential manner. This colleague is also a member of BACP and is bound by the same professional confidentiality rules as set out in their *Ethical Framework*.

Confidentiality

As a member of BACP I am bound by their *Ethical Framework* to protect a client's confidentiality. Therefore, everything that we discuss is confidential except in certain circumstances, which are listed below.

Record keeping confidentiality

As a member of BACP I am required to keep accurate and appropriate notes of our work together. I record my session notes securely on a laptop that is only used by me, and this is password protected at both the level of the individual document and the laptop itself.

Any paper documents are locked in a robust non-portable cabinet to which only I have access.

I am registered with the Information Commissioner's Office **(insert ICO number)** and any information that I keep is subject to the Data Protection Act 2018 (DPA 18) and United Kingdom General Data Protection Regulation UK-GDPR see Information Commissioner's Office: https://ico.org.uk and BACP's Privacy notice. https://www.bacp.co.uk/privacy-notice.

For more information on the GDPR, it may also be useful for you to refer to the GDPR video discussion (part of the new resources for the *Private practice toolkit*), which features an 'ask the expert' interview; questions asked by working private practitioner (Caz Binstead), and put to Data Protection Lead at BACP (Dan Gibson). And for a more in-depth resource, see GPiA 105 UK GDPR: www.bacp.co.uk/gpia105

Exceptions:

Harm to self or others

I reserve the right to break confidentiality if I think that you have become a danger to yourself or other people. I will attempt to discuss this with you and my supervisor first, but this may not always be possible.

On this point, you may wish to communicate your understanding of 'serious danger', in order to give some context; particularly if there is a need to bring sensitivity to particular presenting issues, such as self-harm. With regards to breaking confidentiality under these circumstances, BACP's *Ethical Framework*, Good Practice, point 10 states: 'In exceptional circumstances, the need to safeguard our clients or others from serious harm may require us to override our commitment to making our client's wishes and confidentiality our primary concern. We may need to act in ways that will support any investigations or actions necessary to prevent serious harm to our clients or others. In such circumstances, we will do our best to respect the parts of our client's wishes or confidences that do not need to be overridden in order to prevent serious harm' (BACP, 2018)

For legal and ethical reasons

I am not bound by confidentiality if in good faith I feel that I can assist in the prevention or detection of a serious crime, this includes safeguarding issues regarding children or vulnerable adults, crimes regarding substantial financial gains and losses, and acts of terrorism.

Optional – Keep safe policy

This may form part of the work you do together to help someone keep safe (by way of crisis/safety plans), and where you can also assess risk with regards to potentially breaking confidentiality to other professionals such as GPs.

In certain cases where you may have declared a clear and definite intention to end your life, or if I have reason to believe this to be true, we may after a careful discussion agree to put in place a 'keep safe policy' where you will agree to take certain measures, such as to get in touch with your mental health crisis team, or talk to the Samaritans as a way of safeguarding and ensuring your safety.

Optional – Attending under the influence

It can be hard to 'do' therapy, whilst someone is under the influence of a substance. If dealing with presenting issues such as definite (or possible) addiction, discussions such as those suggested here, and/or working with the client to find the most manageable time for the session, can be an important part of the work itself.

I am unable to deliver effective therapy to clients who try to attend sessions under the influence of non-prescribed medication or alcohol. In such a case I would discuss the issue with you and we would agree a period of abstinence prior to the session from the non-prescribed medication or alcohol, and add this period to the contract.

Complaint

If there is anything that you don't understand about this agreement, or if you would prefer it in a different format, please let me know.

Similarly, if you are not happy with any of our sessions or the standard of my work, I hope that you would feel able to talk to me about this.

If you feel unable to talk to me or in the event of a serious complaint, please contact BACP's Get help with counselling concerns service (formerly Ask Kathleen), which provides confidential telephone and email guidance on what to do if you have concerns about your therapy or therapist. Phone 01455 883300 or 07811 762114 or 07811 762256. Please leave a message or email gethelp@bacp.co.uk, or write to BACP, 15 St John's Business Park, Lutterworth LE17 4HB.

I have read this contract carefully and I understand and agree to its contents.

Signed client **Date**

Signed therapist **Date**

A copy of this contract is available upon request.

Accompanying notes:

The accompanying notes to this contract template are to help you consider individual points in a bit more detail. As private practitioners, designing contracts/client agreements that work for our individual practices is crucial. As is, adhering to our commitments in line with BACP's *Ethical Framework*, Good Practice, point 31: 'We will give careful consideration to how we reach agreement with clients and will contract with them about the terms on which our services will be provided' (BACP, 2018).

Although there are some generic things that you would expect to see in any therapist contract, there are, especially for the private practitioner, either optional parts, OR, consideration of particular details in certain sections, with regard to individual practices. This template covers some of these things, but all private practitioners need to consider their individual circumstances. An example of this could be, that if we live in the same area that we work, we may consider it good practice to discuss with clients at the contract stage, how we would navigate certain eventualities, such as inadvertently bumping into each other in the street. All the choices we make are important because they reflect how we see our own unique private practices; the contract being the chance to communicate this to the client, thereby setting up the foundations of the therapeutic relationship (and also in private practice, the business relationship). It requires a level of responsibility for the private practitioner, in making realistic decisions, to feel comfortable consistently sticking to.

As therapists, we know how important boundaries are in terms of relationships, and when you add a layer into that, which touches on the more business elements of private practice, such as, payment around cancellations, etc., there is more potential for confusion, miscommunication or even dispute. Having a written contract that you can take time preparing before starting your practice, is the best way for you to:

a. consider all aspects in full, and discuss them with your supervisor;

b. make concrete decisions that work in practice, and sit comfortably with you;

c. satisfy both how you view therapy as a qualified practitioner of a particular approach/modality, and the business side of private practice (and being curious as to how these elements might be balanced);

d. communicate them clearly, stick to them consistently, and return to them if needed.

Related resources:



BACP, 2018 *Ethical framework for the counselling professions.* Lutterworth: BACP. See www.bacp.co.uk/ethical-framework.

For 'Our commitment to clients' pdf, see https://www.bacp.co.uk/media/3102/bacp-ethical-framework-2018-our-commitment.pdf.

BACP, GPiA 105 Legal Resource: *The United Kingdom General Data Protection Regulation (UK-GDPR) legal principles and practice notes for the counselling professions.* (Content Ed. Mitchels, B.). Lutterworth: BACP.
www.bacp.co.uk/gpia105

BACP, GPiA 083 Legal Resource: *Writing reports for the courts and giving evidence in court in the context of the counselling professions in England and Wales.* (Content Ed. Mitchels, B.). Lutterworth: BACP.
www.bacp.co.uk/gpia083

Sponsored by
Towergate Insurance

towergate insurance