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014.1

Contracting with children and young people in the counselling professions



Fact sheet

Ethics in Practice

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Fact Sheet

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Using Fact Sheet resources

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In this resource, the term 'practitioner' is used generically in a wider sense, to include the practice of counselling, psychotherapy, coaching and pastoral care. The terms 'therapist' or 'counsellor' are used to refer to those trained specifically as psychotherapists and counsellors.

1 Introduction

In the BACP *Ethical Framework* 2026, emphasis is on working ethically within relationships, ethical decision-making and being able to give ethical reasoning for any decisions we have made. Additionally, as part of our Core Responsibilities, we are expected to:

'Give people the information they need to make choices about their work with us' (Core Responsibility 1.2 BACP 2026)

Contracting is a starting point for ethical and relational work with clients of all ages. When thinking specifically about working with children and young people the contract is a vital part of the relationship and initiates the process of collaboration.

'Collaboration, which considers identity and diversity, involves taking deliberate steps towards mitigating potentially harmful power dynamics and inequalities between people' (Working Ethically Within Relationships, p8 BACP 2026)

A contract is multilayered. It sets out boundaries for working safely, helping the client understand what to expect. It offers the client insight to who we are, that might help build trust. It offers a context to support our decisions when faced with ethical dilemmas, around safeguarding and risk for example.

This guide aims to explore contracting with children and young people as clients to assist in ethical good practice, building relationships and sound decision-making. When working with children and young people, while the client will be the primary focus, we may have to consider other stakeholders, such as parents, schools, and other organisations, and contracting with them is equally important for sound ethical practice and potentially better outcomes for the client.

In this resource, 'children and young people' refers to those under the age of 18.

2 Contracting – why it is important

A contract introduces the boundaries that support and maintain an ethical therapeutic relationship. It starts the counselling process by giving the client information about the therapy so they may make an informed decision about whether to proceed. When an adult decides to come to counselling, it is usually their decision. Consider how a young person arrives in counselling. While occasionally they might ask their parents or caregivers to find counselling support, referrals usually come at the request of the parent, GP, school or other agency. It is rarely the decision of the young person.

Reflection

Consider the setting:

How do children and young people come to therapy?

How does this impact the therapeutic process?

Effective contracting gives clients the information they need to make a choice about counselling, as described in the *Ethical Framework*:

'1.2 Give people the information they need to make choices about their work with us:

a) be honest about our work and provide clear, accurate information about services offered, our level of qualification, experience and our competence to undertake that work.

b) provide people with a record of our working agreement.'
(Core Responsibility, 1.2. BACP 2026)

For clients of any age, a contract explains the process and legal obligations that underpin the work. Having an awareness of 'counselling' doesn't mean understanding what is involved, and the contract is an opportunity to clarify this to the client. When working with children and young people there is an additional need to be aware of the client's capacity to understand, to ensure informed consent to the work. A young client agreeing to a clear and well-explained contract has some choice and engagement in the therapeutic process.

Additionally, children and young people clients are supported by the other 'stakeholders' e.g. parents, caregivers, schools. It is equally important that these stakeholders understand and agree to the counselling to best support the young client.

Reflection

Consider the setting:

Who are the stakeholders outside of the client themselves?

Do they understand the therapeutic process?

What obstacles might we face from these stakeholders, and how might we address this?

A good contract with all stakeholders can clarify therapeutic boundaries, manage expectations and support the relationship with the therapist, and therefore also the client. If a client is referred by a parent, or if we are working in a school or other agency where demands and ways of working differ greatly from counselling, a contract can avoid having to manage various ethical dilemmas, especially around confidentiality.

3 Contracting with the young person: what to include

It is good to have a basic contract that contains all the relevant information and exception clauses, but that can be adapted for different circumstances, such as pre-trial therapy. We might develop a template which can be adapted to different contexts, allowing some collaboration with the client if appropriate. However, some things are fundamental to all contracts. The following areas for inclusion are equally applicable to contracts with the client and the stakeholder. They can reinforce the relationship and help manage expectations of all parties.

Confidentiality and limits

'We must:

> a) respect people's rights to privacy and uphold our duty to keep information shared confidential.
>
> d) Ensuring those using our services are aware of and agree to any foreseeable limitations to confidentiality, including any legal obligations we may have to disclose information' (Core Responsibility 3.1 BACP 2026)

The most important part of the contract is to explain about confidentiality and the limitations, and although the language might be adapted for different ages or settings, must include the same information. All clients, whatever age, have a right to expect confidentiality, within certain legal limitations and it is important that we explain this carefully. For most young clients this will be the test of whether or not we can be trusted.

'The counsellors commitment to confidentiality marks a boundary that supports ethical principles' (Reeves/Bond 2026)

There might be differences in the boundary depending on what is expected and agreed with the parent/caregiver, school or other agency, and it is our job to be very clear about what we will and won't say to other people. We will need to explain the limitations in language that the client understands to allow informed consent. Legal limitations, such as risk of harm to self or others, money laundering, terrorism, drug trafficking, apply equally to all young people, but how we explain them depends on their age and capacity.

Safeguarding is an important part of our work and disclosures might require breaking of confidentiality. The phrase 'harm to self or others' can be enough to explain this though we may need to further explain this when we are contracting. Another difference of work with children and young people can be to whom we will break confidentiality, which may depend on any safeguarding needs of the young person, for example if telling a parent would put the young person at risk, we may need to speak to someone different such as the Designated Safeguarding Lead at a school, GP or even Children's services.

Reflection

While the legal limitations are an important part of the confidentiality clause, how might we adapt our language?

Does 'criminal activity' sufficiently cover some of the terms?

How might it impact our relationship with a client, who, for example may have parents who use drugs, or use drugs themselves?

Would the phrase 'criminal activity that is likely to cause harm to you or someone else' restrict what a client tells us?

Think about how might we explain this at the contracting stage in a way that develops the relationship and allows the client to ask for more information?

Other boundaries

While confidentiality is the main feature of the contract, other boundaries serve the purpose of establishing safety and setting out any limitations. It is important the client knows what to expect from us and how we work so boundaries might include explaining what counselling is, as well as what it isn't, we might explain our model or any creative tools we may use, and if or how we report about the therapy.

Timings and number of sessions

There are many shapes to therapy, including working with time-limited sessions. Clarity on timings etc. can help the client to engage in the process. If we are working within an agency or school and are limited to the number of sessions allowed, it is important to be clear about this from the outset. Working privately there may be more flexibility, although finances might impact the number of sessions a parent can fund.

In private practice it might be agreed with the parent beforehand, and we may offer to review every four weeks. We may decide, or need, to work weekly or fortnightly. Although it is recommended that timings stay the same it may not always be possible but clarify this as part of the contract and include the client in the decision as part of a collaborative process and demonstration of respect.

Record keeping

'3.2 Keep appropriate records

To achieve this, we must ensure that the records:

a) are factual, adequate and relevant for the type of service offered.

b) are stored securely and comply with the data protection requirements of the country where the record is stored.'
(Core Responsibilities 3.2)

The contract should explain what notes we keep, where they are stored and who can access them. It can be helpful if there is available a UK-GDPR policy which demonstrates further our ethical and professional awareness. UK-GDPR does not set a time limit but, most insurance companies will ask for a specific period so it is important to check with them Legal Resource 071 *Ownership and storage of records* has more information about different retention periods.

Reflection

Think about the purpose for keeping records, is it just to fulfil insurance requirements, or are the records in case of any future or current legal case.

Consider the setting – What notes will we make?

Where will our notes be stored?

Who is responsible for our notes?

Who will have access to them?

Complaints

It is ethical to provide details of who to contact if there are any concerns about the therapy or the therapist, such as the management of an organisation or the BACP.

Consent

To give consent the client must understand the contract. Agreeing to the contract means consent is given for the work. With younger clients a person with parental responsibility should be given enough information to give informed consent before the therapist meets the young client, unless the client has asked for parents not to be told and can demonstrate Gillick competence or is over 18 years old. Some agencies require both parents to consent, but this is not always possible, although outcomes can be better if both parents are supportive. If working in a school or agency we must make clear whose duty it is, when necessary, to obtain and log that informed parental consent has been given.

Pre-trial therapy

If the therapy is taking place before a court case, part of the contract should reflect any limitations of the work, how notes may be requested, what information we will store.

Note: if a therapist is working with a client in pre-trial therapy in a criminal trial, the Crown Prosecution Service (CPS) has issued new guidance for investigators and CPS (CPS 2022)' BACP LR 083.

4 Contracting – as a relational tool

Contracts are more than a legal and ethical responsibility, they present an opportunity to demonstrate that we are ethical practitioners, offering some insight of us as a person within the potential relationship. Requesting agreement to a contract can form a bond that is part of a therapeutic relationship. Beginning by asking a parent/caregiver, or school or agency, to confirm agreement to a contract offers a reference point for ethical practice and can introduce support for the young client. Once this is in place, where needed, the contracting process with the young person can begin, and is an opportunity to develop the relationship with the young client, establishing transparency, honesty, safety and boundaries. It should not be treated as a 'tick box exercise'.

It is likely that contracting with the client will be part of our first meeting. They may be scared or nervous, or resistant. First impressions count. How we approach our first meeting with the client is likely to impact their willingness to engage with the counselling process. The age bracket in the BACP competences for Children and Young People is four to 18, although in many cases it can be considered to go up to age 25.

'For statistical purposes, however, the United Nations – without prejudice to any other definitions made by Member States – defines 'youth' as those persons between the ages of 15 and 24 years.' (United Nations, 2025)

Obviously, the contracting process will have to vary significantly, depending on the age and capacity of the client. Nonetheless, all elements of the contract must be included. We might have an idea of the age of the client, but their capacity for understanding will reveal itself through our initial dialogue. The way we explain the contract will have to be adaptable to manage the client's comprehension, without patronising or alienating them. It is important to be honest and authentic. We need to develop the skill of assessing the client very quickly to allow this process, and check understanding, but this is where the relationship begins. The client will feel heard, will know that we are trying to meet them where they are, allowing trust and engagement.

Reflection

Consider the age range you will be working with

Do you have any fears about the contracting stage, especially with younger children?

It is helpful to have a plan of how we might approach contracting with the client depending on their age, and we may have different versions of a contract that contain all the information we need to cover but in varying degrees of language complexity. Younger children may benefit from joining in to create a pictorial representation of the clauses, which could engage them in a fun way. For all ages, go through each clause and check understanding, allowing clarification if needed. This engagement should be part of the relationship building needed for deeper therapeutic engagement. Once we have confirmed that they have understood the contract, ask if they agree to what is in there. We can ask them to sign it to ratify and explain why this is important.

Giving them a choice to proceed or not is another important stage of process. This helps the work feel more collaborative. They may have questions, often about confidentiality, which we should answer honestly. They may not wish to proceed, which is their choice, and we can explore the options with them. They may say yes in the moment, because of a power imbalance and fear of saying no, but retract consent afterwards, which is their prerogative. Hopefully they will feel that we are a safe, honest and trustworthy person and will be willing to enter therapy with us.

5 Application to practice

5.1 Introduction

How can a good contract facilitate a relational ethical relationship and enhance therapeutic work? The 'Children and Young People' client group is as diverse as any other group by ethnicity, gender, sexuality, neurodivergence, family structure, presenting issues to name but a few. What makes it so different is the age range, which encompasses many developmental stages, capacities, home situations, and importantly often includes a lack of choice and control over outcomes. This creates circumstances where answers to problems that arise may not be clear-cut. A good contract sets the boundaries that help with ethical practice and decision-making whatever the issues.

6 How to use this fact sheet for ethical decision-making

This fact sheet aims to help us consider our own setting for therapy and how contracting can support our work. It can be used to assist in making a contract suitable for our client base and setting. By thinking about the impact of any stakeholders involved in the process, it should help us contract effectively with them as well as our clients so that making decisions, when the need arises, will be fit for the specific situation rather than be rigid, impractical or ill-fitting.

The case studies offer insight into some situations that might occur and allow reflection on how we might manage similar scenarios, as well as how our contract can keep everyone safe.

7 Case studies

The complexity of working with children and young people is affected by the age of the client. The following scenarios give examples of a variety of situations where there is a need for ethical decision-making and show how important a contract can be to inform and assist management of different circumstances.

Stakeholders 1 (schools and colleges):

Contracting with stakeholders is an important part of supporting ethical practice. We may not have a contract with the setting, we may need to create one, or we may be given one that is fixed and inflexible. What are the implications for our work if we do not have a contract? The following are examples of situations that might occur with stakeholders for our young clients.

1. You have started work with an FE college service that only offers time-limited sessions for clients. You have noticed that you are increasingly seeing complex cases where six sessions do not meet the needs of the client.

Reflection

Who are the stakeholders here?

What is your contract with the college around limited sessions and ethical practice?

What is the contract with the client?

Are you able to challenge the college contract?

What would you put in a contract with the college that could ensure safe practice?

Can you support your vulnerable clients through your contract with them?

> '4.5 Manage breaks, endings in ways that minimise the impact for clients and service users. To achieve this, we must: a) inform clients or service users about any limits to the number of sessions, or types of services offered.' (Core Responsibilities 4.5 BACP 2026)

Often there is little flexibility with a college service that has made the decision to offer time-limited sessions, usually made due to numbers of clients, waiting lists and funding. If possible, we should express concerns and discuss flexibility for complex cases with the service manager. Make sure concerns are logged.

When contracting with our client, we need to be clear about endings and post-therapy options.

'The principles underpinning all therapeutic services are:

... Honesty: Being truthful...

Transparency: Ensure people are fully aware of what services are being offered, the qualification of those offering the service, any changes to the service provision and any risks, benefits and alternatives that may be available...' (Ethical Principles, p10 BACP 2026)

2. You have started work as a self-employed counsellor in a primary school. They have a long waiting list. The head is supportive but not therapeutically minded. You are expected to see six clients back-to-back for 30-minute sessions. The school has provided a space that is not therapeutically suitable. It is a musical instrument storage space, that is cramped and on a busy corridor. Nearby music lessons can be loud and overwhelming.

Reflection

How do you feel about the task of seeing six clients back-to-back for 30-minute sessions?

What are the practical difficulties?

How can a contract with the school help you in your ethical practice?

Schools work very differently from counselling. They can have different expectations about use of time and a tight budget. Before beginning this work, it would be worth meeting with the headteacher to explain how counselling works – there is some great guidance from the BACP Essential guide for leaders providing school-based counselling provision – a quick guide which would be good to provide at the contracting stage with the school. For example, this recommends seeing five clients per day and explores what should be provided as a counselling room. There are additionally issues of logistics of back-to-back 30-minute sessions, when children need to be collected or returned to lessons, play therapy and creative work takes time to set up and clear away, confidentiality is difficult to maintain if there is someone waiting outside to be seen, to name but a few.

Stakeholders 2 (parents)

In private practice it is likely that the parent or caregiver makes a referral for counselling, either to you directly or via your organisation. Additionally, parents are still a factor in some situations in education settings – how will you be able to contract with them? How might a contract help with the following scenarios?

3. You are a counsellor in private practice. Your client, 13, is potentially neurodivergent. Their parents are separated, and in conflict over counselling. The parent that does not agree with counselling is not paying for it. They also do not believe in neurodivergence and think it is a fad. Your client has presented with low self-esteem and anxiety. Between sessions one of the parents emails you repeatedly with very long messages, initially giving you information about the client and what has happened that week and suggests that they do not think that the therapy is working.

Reflection

How can your contract with parents help avoid some of these issues?

How can the contract with the client support the therapeutic relationship?

Consider the same situation but in a high school. How would your response differ?

Repeated emails from parents can be anxiety-provoking or annoying. Remember they are usually coming from a good place and concern for their child, but it can be time-consuming responding. A parental contract which includes what will be shared with the client, how the counselling works, who we will deal with the person (who signs the contract) can support our responses to parents and decrease any anxiety we might have. This scenario also offers insight to the client's experience. Working in a school, a similar contract provides the same support for our work. In our client contract we can explain how we will manage requests for information sharing to help the client trust. This is true for clients of any age.

Safeguarding

We have a duty to safeguard clients of any age.

'understand our legal obligations relating to the disclosure of safeguarding concerns and share information if we believe people are at risk of immediateserious harm in line with those legal obligations and our own policies' (Core Responsibilities 2.4 BACP 2026)

When working with children and young people we have additional legal obligations as outlined in the Children's Act. The contract confidentiality clause needs to reflect our duty of care to children and vulnerable adults.

4. You work in a high school as a self-employed counsellor. Your client, 14, has taken a long time to develop trust and has just started to open up about her true feelings and situation at home. They have just disclosed that dad is dealing drugs from the family home.

Reflection

What are your safeguarding concerns in this scenario?

What are your fears about breaking confidentiality?

How will you approach this with the client?

As long as we have been clear in our contract about when we might need to break confidentiality, the client may be expecting you to act. I am curious when clients disclose knowing I will probably need to act. What is best is to refer to the contract, say we are concerned about risk to them (and possibly others in the home – there may be siblings) and that we need to speak to someone. Explain who we will speak to and what we will say. Help the client understand their safety is paramount. Help the client express any fears they might have about us speaking to someone. It can be helpful to know the protocols in the school, the safeguarding procedures and what might happen.

Non-suicidal risk

Risk can cover many things, from risky behaviours to suicidal ideation. As we are working with children and young people, there can be a different feel about risk, who to tell, and what to tell.

Our contract can help us make ethical decisions about different cases and our confidentiality clause should make reference to 'harm to self', which can include risky behaviours. We may need to clarify what this means at the contracting stage in language the client understands, so they can give informed consent.

The following examples give different scenarios to consider.

5a. You are working in a high school with a client 14 who reveals that they have been drinking heavily at the weekend on a regular basis.

5b. You are working in a high school with a client 14 who reveals that they have been using ketamine at the weekend on a regular basis.

5c. You are working at a high school with a female client aged 13 who discloses they are sexually active.

Consider your contract with the client and the school's contract with you.

Do you need to break confidentiality?

How might it differ if this happened in private practice?

Or if the client was a college student aged 17?

Or if the client was a university student aged 21?

Would your decision change if it was a male client?

If the client was gay?

If the client was 16?

If the client was Muslim?

If they said they were pregnant?

Age and capacity and our contracts with the client, parents and school will be important factors in our decision-making process around breaking confidentiality. No two clients are the same. Referring to the boundaries that were put in place at the start of therapy will help the client understand your rationale if it is decided appropriate to break confidentiality.

Suicidal risk

Asking about suicidal risk is an important part of therapeutic work, whatever the age of the client. Sadly, there is evidence of children under the age of 10 deliberately taking their life. The contract confidentiality clause will refer to 'harm to self' and at the contracting stage we will have explained this to our client in a way they can understand. This can be very difficult working with younger children. The topic of suicidality can cause a lot of anxiety in therapists especially when working with this client base. Our contract, and how it is explained, can make this less difficult.

Consider how you might respond to the following situations:

6a. You work in a high school. Your client (15) discloses that they have been self-injuring over a prolonged period of time. They show you some of the scars and cuts on their arms. Some of the cuts are deep, but they seem well taken care of. They do not want you to tell their parents as they are scared of their reaction. If you disclose to the school they will automatically call the parents.

Reflection

What should you do?

What is in your contract with the school about breaking confidentiality?

What is in your contract with the client about breaking confidentiality?

6b. You have been working with a university student client for four sessions. It is the final session. They have a diagnosis of ADHD. They mention that they wish they were dead.

How can you use your contract clause to elicit further information?

Do you need to act?

Is ADHD an extra risk factor?

Would your action differ depending on their age?

Client 6 years old

Client 12 years old

Client 17 years old.

Do you feel differently about different age implications for suicide risk and intent?

6c. After some use of curious enquiry to explore further, you establish that they have thought of a plan and seem that they have an intention to attempt suicide.

How does your contract clause help you explain to the client that you need to make a decision about breaking confidentiality?

Does your action depend on their age?

Client 6 years old

Client 12 years old

Client 17 years old.

These scenarios highlight the essential need for a good relationship because only through further dialogue and gentle enquiry can you ascertain your next course of action. A clear and well understood contract supports our decision-making and can help support our relationship with the client, as we have been clear and honest from the outset. Breaking confidentiality, how and to whom, is best when the client is able to understand and collaborate in the process.

Conclusion

'As the nature of counselling, psychotherapy, coaching, supervision and training is often uncertain, unpredictable and challenging to accurately predict and navigate, there is often not a 'right' or 'wrong' answer. Decisions made and actions taken should always be with the intention to ensure fairness, equality and justice...' Working Ethically within Relationships, p6, BACP 2026)

The relationship we have with the client is at the heart of our therapeutic work, with their wellbeing the principal goal. The contract is a central part of support for decisions and actions when difficult situations occur.

It is impossible to have specific guidance for every situation that might happen in our work with children and young people, let alone, for every age and ability, which is why it is so important that ethical decision-making is a process informed by the contract boundaries.

It is also important to remember that we are not alone in our decision-making. Good use of supervision can be incredibly supportive. Being familiar with the Ethical Framework can assist the processes. We may be able to consult with senior staff while maintaining client confidentiality to assist our decision-making (see also BACP 2026 Ethical Decision-Making Tool). Once we have made our decision it is important to document our thought process and reasoning behind any ethical decision, and any consultation we have made. A robust contract for counselling work helps the process.

About the author

Katherine Caffrey is an accredited BACP member and experienced counsellor and clinical supervisor with special interests in counselling children and young people, neurodivergence and working therapeutically with suicide risk. She has worked as a counsellor in a range of settings such as Liverpool University counselling service, and a high school in Cheshire where she set up a successful counselling service from scratch. She now has a busy private practice where she supervises a number of therapists and supports clients of different ages with a range of presentations. She has worked since 2020 with BACP presenting PDD on working ethically with suicidal risk and offers training both online and face to face on a range of topics. She has co-authored a book in the Routledge Relational Ethics series *Developing Relational Ethical Practice for Counselling in Education: contextual, Collaborative and Reflexive*, which is in pre-production and is due out late 2026.

This resource was previously authored by Julie Lanyon-Hogg

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