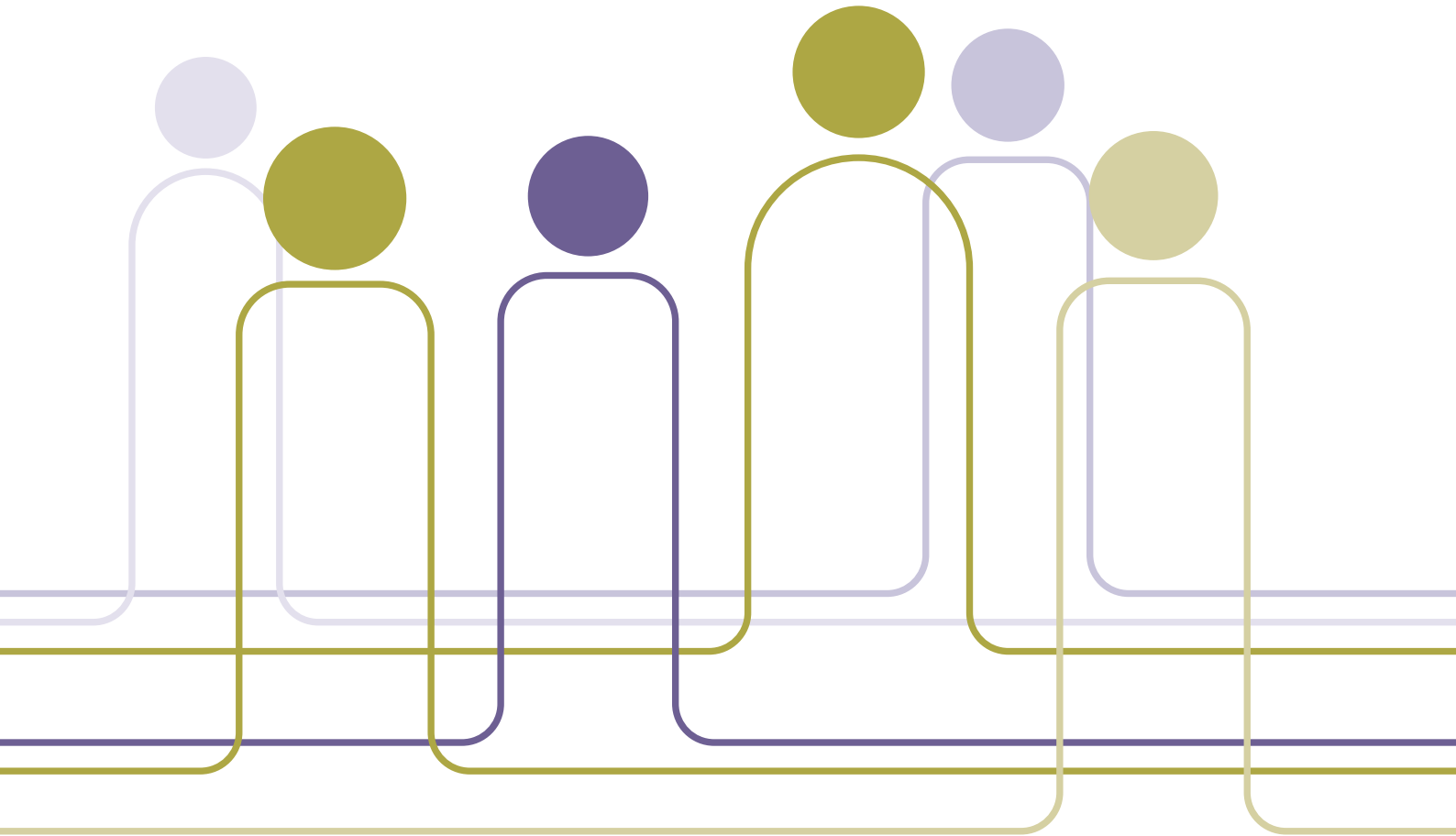
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Contracting for adults in the counselling professions



Fact sheet

Ethics in Practice

Ethics in Practice 013
Fact Sheet

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Using Ethics in Practice resources

The membership agreement with BACP establishes a contractual commitment by members to abide by the *Ethical Framework for the Counselling Professions*, which includes a responsibility for members to keep the skills and knowledge relevant to their work up to date.

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Practice issues and dilemmas are often complex, and may vary depending on clients, particular models of working, the context of the work and the therapeutic interventions provided. We therefore strongly recommend consulting your supervisor, and also, wherever necessary, a suitably qualified practitioner or lawyer. Some professional insurers will provide legal advice as part of their service.

BACP and the author make no representation or warranty as to the completeness or accuracy of the information contained in the resources. References in this resource were up to date at the time of writing but there may be changes in particular to the law, government departments, government policies and guidance, websites and web addresses. Organisations and agencies may also change their practice or policies, so please be alert for any changes that may affect your therapy practice.

The term 'practitioner' is used generically in a wider sense, to include those working in the practice of therapy, psychotherapy, coaching and pastoral care.

This resource deals with practitioners contracting for the over 18s. A separate resource is available on the subject of contracting with children and young people.

1 Introduction: Contracting and our core responsibilities

A contract is an agreement between people who have the legal capacity to enter into it. In its simplest form, it involves an offer and acceptance, often in exchange for payment or another agreed consideration, such as acquiring counselling hours during training. Contracts may be written or verbal, explicit or implicit. In counselling and supervision, contracting establishes the basis on which the work will take place, including its practical arrangements, purpose and boundaries. Questions of legal capacity can be complex – see further resources on the BACP website.

Contracting is an important part of establishing an appropriate therapeutic relationship with clients and supervisees. It supports the core responsibilities and ethical principles set out in BACP's *Ethical Framework for the Counselling Professions* (2026), particularly *transparency* and *respect*. Clear information helps people decide whether to begin or continue working with us and understand the nature and limits of the work (*Core Responsibility* 1.2). Agreeing how we will work together also helps establish and maintain appropriate professional boundaries (*Core Responsibility* 1.3).

Contracting is not simply a matter of providing a written document for someone to sign. It involves discussing the proposed arrangements, checking understanding and allowing questions or concerns to be raised. Where possible and appropriate, decisions should be made collaboratively, with a record of the working agreement provided to the client (*Core Responsibilities* 1.1; 1.2). Agreements may also need to be revisited as the work develops or circumstances change.

Some contractual arrangements are constrained by legal or professional obligations; others may be open to discussion and adjustment. As practitioners we need to understand which aspects are fixed and where flexibility is possible, including whether reasonable adjustments are needed to support fair access to the service.

This requires attention to individual circumstances and a willingness to avoid assumptions about people's needs, preferences and choices (*Core Responsibility* 1.1).

This resource explores the legal aspects of contracting and two sides of a therapy contract: the business and therapeutic aspects. It considers how each can support the work, alongside the less tangible psychological dimension of contracting, in the context of the core responsibilities and ethical principles set out in BACP's *Ethical Framework for the Counselling Professions* (2026).

It also highlights the importance of ongoing reflection on a contract's content, wording and format, and its suitability for both individual clients and the practitioner's work more broadly. Finally, the Application to Practice section uses a case study to explore how relational ethics can inform contracting, followed by a summary of the main points.

The resource focuses mainly on one-to-one work with adult clients. Other contexts may require additional training, guidance or contractual arrangements. These include working with couples or groups, using an interpreter (working with children and young people (EiP 014, *Contracting for children and young people in the counselling professions*), and working in organisational settings. Practitioners working online with clients outside the UK should also check the relevant legal requirements and their insurance cover. Further guidance is available through BACP's Ethics Hub: Working online with clients outside the UK.

2 Drafting a contract

Drafting a contract requires careful thought and ethical reasoning (*Core Responsibility* 1.4). The format, wording and process of agreeing the contract should provide clear information, respect individual differences and support informed decisions. The following questions can help you reflect on these aspects of contracting.

Format and accessibility

- What format would communicate the terms of your service clearly and transparently (*EP: Transparency*)?
- Would the same format be appropriate for everyone you work with, including clients, supervisees and trainees, or for both face-to-face and online work?
- How might you adapt the format or wording to accommodate individual needs, including literacy, dyslexia, neurodivergence, cultural differences or disability? Consider reasonable adjustments and equitable access to your service (*Core Responsibility* 1.1).

BACP's *Ethical Framework* requires practitioners to provide people with a record of their working agreement (*Core Responsibility* 1.2) while recognising diversity and individual choice (*Core Responsibility* 1.1). A written document may be appropriate for many people, but some may benefit from an alternative or additional format, such as an accessible digital document or a verbal explanation. The aim is to ensure that clients and supervisees can understand the proposed arrangements and make informed decisions about working with you. It's also worth remembering that decisions about how a contract is designed, worded and shared may also shape the therapeutic relationship (*Lyons, in press*).

Agreeing and recording the contract

- How will you invite the client to agree to the terms of the contract and establish that they understand them?

- Is a written signature appropriate in every case? Depending on the circumstances, could a verbal agreement documented in the client's records be more suitable or an email confirming agreement?

- If you work online, how will you establish and record the agreement in a way that is clear and appropriate to the service?

The method of agreeing the contract should be appropriate to the circumstances and enable the practitioner to demonstrate what has been agreed. Any alternative to a signed document should still provide a reliable record of the working agreement (*Core Responsibility* 1.2).

Confidentiality, records, consent and AI

As practitioners we must comply with applicable data protection requirements and provide a clear, accessible privacy notice. Consent to therapy should not be assumed to constitute consent to every form of data processing or recording. Using an AI tool may introduce additional risks, depending on the tool, the information entered and how that information is processed or stored. Practitioners should understand these risks and explain relevant uses and implications to clients, enabling them to make informed decisions.

- What information do you need to provide about the collection, use, storage and protection of personal data? How will you make this information accessible to clients?

- What lawful basis applies to your processing of personal data, and when is consent specifically required, for example, before recording a session?

- How will you explain foreseeable limits to confidentiality and ensure that clients understand and agree to these limits (*Core Responsibility* 3.1)?

- Do you use AI tools in any aspect of your practice, such as preparing notes, transcribing sessions or drafting communications? If so, how will you explain their use, purpose, limitations and implications for confidentiality?

- How will you take account of clients' understanding of AI, including their ability to make informed decisions about its use? What opportunities will they have to ask questions or express concerns?

- What safeguards are needed to prevent personal or confidential information from being disclosed to AI systems inappropriately, and how will you explain the relevant risks and protections?

For further guidance on data protection, consult the Information Commissioner's Office (ICO) (https://ico.org.uk).

Where a person's capacity to make a particular decision may be in question, consider what support they need to understand the information and participate in the decision.

This is particularly important when working with children and young people or people whose circumstances may affect their ability to make an informed choice. See the relevant BACP safeguarding guidance.

Language and tone

Your choice of language and tone should support clear communication, fairness and respect for individual needs (*Ethical Principles: Transparency, Fairness and Respect; Core Responsibilities* 1.1b; 4.4).

- Would formal contractual language help clarify your terms, or would a more conversational style be easier for your clients to understand?
- How might your choice of wording affect whether clients feel able to ask questions, raise concerns or discuss alternative arrangements?
- How will you ensure that the contract is clear and accessible without losing the precision needed to communicate important boundaries and obligations?

2.1 Structure

One of the first writers to discuss contracting in counselling and psychotherapy in detail was Eric Berne, who defined a contract as 'an explicit bilateral commitment to a well-defined course of action' (1966, p. 362). Berne distinguished between three aspects of a therapeutic contract: the *administrative* (or *business*), the *professional* (or *therapeutic*) and the *psychological*. The administrative contract sets out the practical arrangements for therapy; the professional contract concerns its purpose and focus; and the psychological contract refers to the implicit expectations that the client and practitioner bring to the relationship. These aspects overlap, and each can influence how the work develops.

Contracting requires a balance between providing clear boundaries and allowing flexibility in the relationship. As Sills (2006, p. 21) observes, 'overemphasis on contracts may point to an excessive need for control… [while impatience or abhorrence of contracts] may imply avoidance of boundaries, of commitment and of the responsibility of choice'. This tension is worth keeping in mind when considering the different aspects of a therapeutic contract.

2.1.1 The administrative (or business) contract

The *administrative contract* sets out the practical arrangements for therapy, including the time, place and format of sessions; fees, payment and cancellation arrangements; record-keeping; and the handling of personal information, including the limits of confidentiality. These arrangements should be explained clearly and agreed with the client. Practitioners must also meet relevant legal and professional requirements concerning data protection, record-keeping and confidentiality.

Clear arrangements help establish the *therapeutic frame*: a predictable structure within which the therapeutic relationship can develop. They give clients information necessary to decide whether to work with the practitioner and help establish appropriate professional boundaries (*Core Responsibilities* 1.2 b; 1.3).

However, since agreements do not always go to plan, it is helpful to consider in advance how difficulties or breaches of the contract might be addressed, both practically and therapeutically. If a client withholds payment, for example, the practitioner might explore whether this relates to difficulties in the therapeutic relationship, while recognising that financial or other practical circumstances may also explain it. Exploring possible therapeutic meanings does not remove the need to address the outstanding fee. An initial step might be to contact the client in writing to explain the position and seek a resolution. If this is unsuccessful, the practitioner may consider whether legal action is proportionate, taking account of the amount owed, likely costs and time involved. The contract should explain the consequences of non-payment and the possible steps for recovering fees.

If a need to recover fees occurs, practitioners should establish an appropriate legal basis and consider their ethical and confidentiality obligations before sharing identifiable client information in pursuing a debt.

The business contract usually covers the following areas.

Details about you and your practice

Core responsibility 1.2a of BACP's *Ethical Framework for the Counselling Professions* (2026) requires practitioners to 'be honest about our work and to provide clear, accurate information about services offered and our level of qualification, experience and competence'.

Information provided to prospective and current clients should be useful in helping them decide whether your service is suitable for them. Contracts should thus include relevant information about a practitioner's qualifications and any professional-body membership or accreditation. It may be worth mentioning the type of insurance that covers your work, although detailed policy information is generally unnecessary. You might also include other information relevant to your practice, such as languages in which you offer therapy, accessibility arrangements or a policy on assistance dogs.

Time, place and form of contact, including online work

The format, location, timing and duration of sessions form an important part of the therapeutic frame. Be clear about whether the work is time-limited or open-ended, and whether sessions take place at a fixed time or are arranged flexibly. Discuss these arrangements with clients, taking account of their individual circumstances and your own commitments.

For example, a client who works irregular hours or travels frequently may need flexibility in scheduling. Consider how this could be accommodated and what implications it might have for continuity, availability and the therapeutic relationship.

Professional boundaries include expectations about contact between sessions (*Core Responsibility* 1.3). Rather than adopting a one-size-fits-all approach, consider what forms of contact are appropriate for the service and what can realistically be offered. Some practitioners may limit contact to administrative matters, such as arranging or cancelling sessions. Others may agree to additional contact where this is appropriate to their way of working and within their competence. In all cases, be explicit and transparent and, if you agree to contact by text, email or telephone, consider the confidentiality and privacy risks associated with those channels.

Professional boundaries also involve maintaining an appropriate distinction between personal and professional social media accounts and considering the potential for online interactions to create dual relationships (*Core Responsibility* 1.3). For further guidance, see additional resources on the BACP website.

For online work, it is helpful to share the contract in advance and discuss it with the client before or at the beginning of the work. Again the agreement should be explicit and mutually understood, with a reliable record of what has been agreed (*Core Responsibilities* 1.1, 1.2). A handwritten or electronic signature may be appropriate, but a handwritten signature is not the only possible way to record an agreement.

In England and Wales, electronic signatures can be legally valid for many types of documents. The Law Commission explains that an electronic signature can be used to execute a document where the person intends to authenticate it and any relevant formalities are satisfied (*Electronic execution of documents*; https://lawcom.gov.uk/project/electronic-execution-of-documents). Particular requirements may apply to specific documents, so practitioners should not assume that every form of electronic signature is suitable in every situation. If a client cannot sign the contract, consider how best to record their agreement and provide them with a record of what was agreed (*Core Responsibility* 1.2).

Online contracting should also address the practical conditions needed for sessions. Discuss how both practitioner and client can access a sufficiently private space and take reasonable steps to protect the confidentiality of the session. Agree a contingency plan for technical failure: for example, what will happen if the video connection fails, who will telephone whom, and whether the session will continue by another means. These arrangements should be agreed collaboratively and should take account of the possibility that technical difficulties may disrupt the work (*Core Responsibility* 1.1).

For further information, see additional resources on the BACP website. Guidance on secure video calls is also available from Isosconnect (www.isosconnect.com/resources/bacp-secure-calls-guide).

Fees

The ethical principle of *transparency* requires practitioners to explain fees clearly before clients incur them. You may charge a fixed fee or use a sliding scale, negotiating fees according to individual circumstances. Explain the cost of sessions, when and how payment is due, whether fees may increase during longer-term work, and your policy on missed or cancelled sessions and holidays (*Core Responsibility* 3.4).

Payment arrangements should be clear and workable. For example, clients might pay before or after each session, or receive a monthly invoice. Where you work for an organisation, some arrangements may be determined by that organisation, including whether the client pays you or the organisation directly.

Consider how payment arrangements may affect the therapeutic relationship. For example, what might weekly cash payments mean for a particular client, given their previous experiences or current circumstances? Reflect on possible meanings without assuming that a particular arrangement will have the same significance for everyone.

Record-keeping, confidentiality and its limitations

Practitioners must comply with applicable data protection law including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 and explain how they handle personal information. Clients should understand what kinds of records are kept, why they are needed, how they are stored and protected, who may have access to them, and how long they are retained (*Core Responsibilities* 3.1–3.2).

Records should be factual, adequate and relevant to the service provided, stored securely and managed in accordance with applicable data protection requirements They should include relevant communications, notes and other information held about the client (*Core Responsibility* 3.2). Explain the types of records you keep, including any session recordings, process notes containing identifiable information or records required by an external agency.

Consider carefully what personal information you need to collect, such as contact details, age, or information about a client's GP or medication. Under data protection law, personal data should be collected for specified purposes and be adequate, relevant and limited to what is necessary for those purposes. Avoid collecting information without a clear reason and identify the appropriate lawful basis for processing it. Health information, including information about medication, is *special category data* under the UK GDPR and requires additional conditions for lawful processing. Consent to therapy does not, by itself, constitute consent to every form of data processing or recording.

Practitioners must respect clients' privacy and confidentiality while explaining the foreseeable limits of confidentiality in advance (*Core Responsibility* 3.1). Such limits may arise from legal obligations, safeguarding concerns or other circumstances in which sharing information is justified. Explain who may have access to information and under what circumstances it might be shared. Where you work in an organisational setting, clarify the role of the organisation and any other relevant parties in handling client information.

These arrangements may be particularly complex where records could be requested by an employer, another agency, legal professionals or a court. Practitioners need to consider the tension between legal or organisational requirements, confidentiality and the client's interests. Where possible, discuss these issues with the client and seek appropriate supervision or legal advice when needed. Using the ethical decision-making rationale in the *Ethical Framework* will help you balance these considerations and keep a clear record of your decision-making (BACP 2026).

It is important to discuss confidentiality and its limits early in the work, so that clients understand the context in which they are sharing personal information and can make informed decisions about proceeding.

Practitioners should also consider confidentiality and data-protection risks arising from digital platforms and AI tools. For example, using AI to transcribe sessions, summarise notes or draft communications may involve processing personal or confidential information by a third-party system. Before using such tools, understand how information is processed, stored and potentially reused, and explain relevant uses and risks to clients. Take account of clients' AI literacy and give them opportunities to ask questions and raise concerns. The practitioner remains responsible for protecting client information and for deciding whether a particular tool is appropriate for the work.

For further guidance, see:

- *The United Kingdom General Data Protection Regulation (UK-GDPR) – amendments, legal principles and practice notes for the counselling professions* (LR 105; www.bacp.co.uk/legalresources).
- *Managing confidentiality within the counselling professions* (LR 014; www.bacp.co.uk/legalresources).
- *Sharing records with clients, legal professionals and the courts in the context of the counselling professions* (LR 069; www.bacp.co.uk/legalresources).

For information about data protection obligations and guidance on the UK GDPR, consult the Information Commissioner's Office (ICO; https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources). Practitioners should also check whether they need to pay the data protection fee to the ICO (https://ico.org.uk/for-organisations/data-protection-fee).

Breaks and endings

The *Ethical Framework* asks us to ensure that we manage breaks and endings in a way which minimises the impact on our clients (*Core Responsibility* 4.5).

Consider how the therapeutic relationship could be affected by planned or unplanned breaks, and by the ending of therapy, particularly when the ending is unexpected or premature. Discuss arrangements for planned holidays and other breaks and explain what will happen if illness or other circumstances prevent you from providing a session.

Clients should also understand what would happen to their appointments and records if you became unable to continue the work, for example because of serious illness or death. The *Ethical Framework* commits us to having a clinical will (*Core Responsibility* 4.5). The arrangements for the will should be appropriate to the nature of the practice and explained to clients where relevant.

Complaints' procedure

Clients should know how to raise concerns about the service they receive. Where a concern arises, invite the client to discuss it if appropriate, while recognising that they may prefer to use a formal complaints' process. Provide clear information about the relevant procedures and how to access them. Explain the role of BACP's *Ethical Framework* and Professional Conduct Procedure, without implying that clients must first resolve every concern directly with the practitioner.

For further information, see BACP's *Professional Conduct Procedure* and complaints' guidance (www.bacp.co.uk/about-us/protecting-the-public/professional-conduct).

2.1.2 The professional (or therapeutic) contract

The professional or therapeutic contract concerns the purpose and process of the work.

It may include an explanation of the practitioner's therapeutic approach, how it relates to the client's concerns and what the client hopes to achieve. It may also cover aspects specific to the approach offered, such as the use of touch in body-oriented psychotherapy.

Research has suggested that outcomes are better when clients and therapists share an understanding of the therapeutic procedures being used (Asay and Lambert, 1999). It is therefore important to discuss expectations of therapy rather than assume that the practitioner and client understand its purpose in the same way. Cultural, religious and personal differences may shape what clients expect from a therapist. Some may expect advice or direction; others may understand therapy as a space for reflection rather than guidance. Recognising these differences supports collaboration and helps reduce the risk of the practitioner imposing their own assumptions or values (*Core Responsibility* 1.1).

The professional contract can also be understood through Bordin's (1979, 1994) model of the therapeutic alliance, which identifies three connected elements: *goals* (what the client hopes to achieve), *tasks* (the activities or methods agreed to support those goals) and *bonds* (the trust and respect that develop within the relationship). In agreeing this part of the contract, practitioners should remain alert to the possibility that clients may shape their stated goals around what they think the therapist wants to hear, or seek the therapist's approval, inadvertently shaping the direction of the work.

Questions to consider when agreeing the professional or therapeutic contract include:

- Who will set the agenda for each session, and how will priorities be negotiated?
- What can the client reasonably expect from the therapy, and what are its potential limitations?
- What therapeutic approach will be used, and how does it relate to the client's needs and preferences?
- How and when will the work and the client's goals be reviewed?
- How will the practitioner and client discuss differences in expectations or concerns about the direction of therapy?
- Would sharing BACP's *Ethical Framework for the Counselling Professions* help clarify the ethical principles that underpin the practitioner's work?

The professional contract should be reviewed periodically to check whether the work remains appropriate and relevant to the client's current needs and goals. Review can also help identify when therapy is no longer useful or when the client wishes to end.

2.1.3 The psychological contract

The third aspect of the therapeutic contract differs from the administrative and professional contracts because it concerns expectations and assumptions that may remain implicit or outside awareness. These include what clients and practitioners expect from therapy, how they understand their respective roles and how they anticipate being treated by the other.

Clients bring previous experiences of relationships and help-seeking into therapy, which may shape their expectations of whether it will be helpful, disappointing or even harmful. For example, a client who has experienced criticism or rejection may find it difficult to disagree with a practitioner or express dissatisfaction. Practitioners also bring their own relational histories and assumptions, perhaps expecting clients to speak openly, take an active role in setting goals or understand the purpose of a particular intervention. When these expectations differ or remain unspoken, misunderstandings can arise. It's important to remember our commitment to the Ethical Principles in particular honesty, transparency and anti-oppressive practice (BACP 2026)

Such differences may become apparent in seemingly small interactions. A client may interpret a practitioner's silence as disapproval, while the practitioner interprets the client's silence as reluctance to engage. Neither interpretation is necessarily accurate, and treating it as fact may reinforce the very difficulties that are affecting the relationship. Rather than assuming that behaviour reveals an underlying motivation, practitioners can explore how clients experience the interaction and reflect on how their own responses may contribute to it.

Because these expectations develop and change throughout therapy, they cannot be fully addressed through an initial discussion or written agreement.

Practitioners can, however, make expectations explicit where possible, invite feedback and discuss misunderstandings when they arise. If a client seems reluctant to express disagreement, for example, it may be helpful to consider whether the practitioner's way of working makes this difficult, rather than assuming the client is unwilling to engage.

This requires attention to the therapeutic relationship itself. Bordin's model of the therapeutic alliance identifies trust and mutual respect as important elements of the bond between client and practitioner. These can help clients feel able to share their experiences, question the work and express dissatisfaction. Reflection and supervision can also help practitioners examine their own assumptions and responses, considering possible meanings without treating their interpretations as facts.

The administrative and professional contracts provide a foundation for this work but cannot eliminate implicit expectations or prevent relational difficulties. Their value lies partly in establishing a shared understanding that can be revisited when the client's experience, the practitioner's assumptions or the direction of therapy diverge.

3 Application to practice: Case study and questions for reflection

This section gives you an opportunity to reflect on what can happen in therapy work and the importance of relational ethics in practice. There are questions at the end to help you engage with the ethical questions raised by the following case study.

I am a therapist in private practice. I set up my practice a few years ago, drawing on published guidance and advice from more experienced colleagues in online professional forums. I knew that a clear contract was important for establishing expectations and maintaining appropriate boundaries. I therefore consulted several examples of therapy contracts from sources I trusted and adapted them for my own practice.

My contract included policies on fees and cancellations, confidentiality and contact between sessions. I believed these were standard arrangements that would provide clarity for both my clients and me. I had not discussed the contract in detail with my supervisor, as I felt confident that I had followed established practice.

Since setting up my practice, I have sent the contract to every prospective client before our first session, asking them to read, sign and return it. I have always invited clients to raise any questions or concerns. Although no one had previously asked to discuss the terms in detail, clients had said they were happy with them when I raised the matter. I took this as a sign that the contract was sufficiently clear and acceptable, without checking how clients understood or experienced its provisions.

Recently, a prospective client asked to discuss several aspects of the contract before deciding whether to begin therapy. They were caring full-time for a terminally ill child and described their circumstances as unpredictable.

They were concerned about the cancellation and payment policies, wanted to understand more precisely when confidentiality might be limited, and questioned the rule against contact between sessions. They explained that they understood the need for professional boundaries but were unsure whether the arrangements would work in their circumstances. I arranged a brief telephone call to hear their concerns and explain my reasoning.

During the call, as the conversation continued, I found myself struggling to explain some of the terms in my contract. I had reasons for setting them as I had, but I had not thought through how I would respond to questions about their implications in particular circumstances. I also noticed that I was becoming defensive. I felt embarrassed that the client was questioning something I had regarded as settled and irritated that they seemed to be asking for exceptions to arrangements I applied to everyone.

The client listened to my explanations but continued to ask questions.

I was not sure whether I was being asked to change the terms, explain them more clearly, or consider whether they were suitable for this client at all. By the end of the call, I felt I needed more time to think. We agreed to arrange a longer conversation.

Areas for reflection

The following points invite you to consider the contractual issues raised by the case study in light of the BACP *Ethical Framework for the Counselling Professions* (2026). They are not intended to prescribe a single correct response, but to support reflection on the ethical considerations involved and how these might be addressed in practice.

Cancellation

- How might the therapist balance the client's unpredictable caring responsibilities with the need to maintain a financially sustainable practice?
- Does applying the same cancellation policy to every client necessarily mean treating them fairly? What factors might justify flexibility, and how could exceptions be managed transparently and consistently?
- What would constitute a fair arrangement if the therapist had to cancel a session at short notice? Should the contract address the responsibilities of both parties?
- How might the therapist's response differ if the client could not afford to pay for a cancelled session, or if repeated cancellations made it difficult to sustain the therapeutic work?

Confidentiality

What information should the therapist provide about the limits of confidentiality before therapy begins? How can these limits be explained clearly without implying that every possible situation can be anticipated?

How should the therapist approach a concern about serious harm, including relevant legal and safeguarding responsibilities?

When might it be possible or appropriate to discuss a potential disclosure with the client, and when might this not be possible?

- How might uncertainty about confidentiality affect the client's willingness to disclose sensitive information? How can the therapist communicate transparently while recognising that decisions may depend on the circumstances?

- What should the therapist do if they are unsure how to interpret their responsibilities in a particular situation?

Between-session contact

- How can the therapist establish clear boundaries around availability while ensuring that the client understands what support is and is not available between sessions?

- What arrangements might be appropriate for a client whose circumstances can change unexpectedly? How could the therapist respond to the client's needs without promising a level of availability they cannot sustain?

- What should the contract say about messages, expected response times, urgent support and the possibility of additional sessions?

- If the client's needs exceed what the therapist can reasonably offer, how should they discuss the suitability of the service and possible alternatives?

Relational and psychological dimensions of contracting

- What might the therapist's defensive response reveal about their assumptions, feelings and relationship to professional boundaries? How could supervision help them examine these responses without assuming that their boundaries are necessarily inappropriate?

- How might the client's previous experiences, current circumstances or expectations of therapy influence their willingness to question the contract? How might the therapist's responses affect the client's sense of being heard and respected?

- To what extent can contracting be collaborative when the therapist has established the terms and the client is deciding whether to accept them?
- What should the therapist do if, despite discussion and reflection, they and the client cannot agree on arrangements that meet the client's needs and remain within the therapist's capacity?
- How might the therapist document and review their decisions, and use what they learn to improve their contracting practice with future clients?

3.1 What's my view?

- What core responsibilities and ethical principles are relevant to this situation?
- What has the therapist considered so far, and what further reflection or action might be needed before deciding how to proceed?
- Should the therapist revisit the contract with existing clients? What might inform that decision?
- What might the therapist take from this experience into their future contracting practice?

3.2 How does it apply to my practice?

Having observed the therapist's process of reflection and working through the challenges the situation raised for them, consider the following points about your own approach and practice in the light of the *Ethical Framework* 2026:

- How do I establish the ethical parameters of my work through contracting?
- What ethical issues might my approach to contracting raise?
- How do I involve the person with whom I am contracting (for example, a client, supervisee, trainee or organisation) in relevant decisions?
- What internal and external factors influence my contracting decisions?
- How do I evaluate the decisions I make, their outcomes and their consistency with the *Ethical Framework*?
- How, and with whom, do I review my contracting practice?
- Looking back on a contracting decision, what might I have overlooked, and what could help me recognise this in future?

3.3 Further reflection space

How comfortable am I bringing ethical uncertainties and situations in which I may have got something wrong to supervision? What might make this easier or more difficult?

- Am I more willing to negotiate or discuss contractual arrangements with some clients than with others? What might account for these differences?

- Are there aspects of my contract that I regard as personally non-negotiable? What informs these positions, and how do I consider their ethical and therapeutic implications?

4 Summary

This resource explores how good practice in contracting aligns with the 2026 *Ethical Framework for the Counselling Professions*, particularly its emphasis on working ethically within relationships, making ethical decisions and being able to explain the reasoning behind them. It highlights the role of contracting in establishing and maintaining an appropriate therapeutic relationship.

The resource covers key considerations when drafting and discussing a therapy contract and explores how these can be applied in practice. A case study and reflective questions invite you to consider the issues raised and how they relate to your own therapeutic work.

About the original author and reviewer

The author, Heather Dale, has been a practising therapist and supervisor in private practice for over 40 years. She has also worked in the educational sector for nearly as long. Her training in Transactional Analysis gave her a particular interest in how we create, develop and explain contracts to our clients. Heather is a senior accredited and registered practitioner, and a Fellow of BACP. She chairs Professional Conduct (Complaints) Panels and is a committee member (formerly Chair) of Yorkshire Supervisors' Forum. She is author of *Personal Development Groups for Trainee Counsellors* (2020) with Jayne Godward and Carole Smith (published by Routledge, London).

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Further reading

All BACP resources available at: www.bacp.co.uk/eip, www.bacp.co.uk/ee, and www.bacp.co.uk/legalresources

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