



## Terms & Conditions Disclaimer & Informed Consent

Welcome! This document contains important information about my professional services and business policies. It is quite long, since it covers a wide range of possible situations, many of which will not apply to you. Still, it provides a framework for understanding the services you are considering. Please read it carefully and note any questions you might have. We can discuss them at our next meeting. If you decide to use my services and sign this document, it will represent an agreement between us.

### **What is Transformational Coaching?**

I am a Transformational Emotional Coach using cutting edge techniques to help people with unwanted emotional or behavioural responses. I predominantly use Spectrum Emotional Coaching™ and Spectrum Therapy™ due to its low drop-out rate and extremely high efficacy for clients who engage with it.

Spectrum Therapy and Coaching™ is effective for a wide range of issues (e.g. depression, anxiety, low confidence, self-harm, addictions etc). It was initially designed for post-traumatic stress disorder/injury (PTSD/I) – see below. It has also been used in the arena of improving business performance, and improving sports performance with elite sports men and women.

### **What do I do?**

**I assist clients, within a coaching paradigm, to change their relationship with the causes of unhelpful behavioural or emotional patterns, then coach individuals and teams into spaces of improved performance, impacting both emotional and behavioural responses in congruently improved ways.**

I am a certified practitioner of Matrix Reimprinting (an advancement of Emotional Freedom Technique - EFT), Neuro-Linguistic Programming (Master), Hypnotherapy, Spectrum



Therapy™ and Spectrum Emotional Coaching™ (Advanced) – Transformational Coaching. I also train individuals.

### **Transformational Coaching**

Transformational Coaching offers a range of specific interventions for self-harm, suicidal thoughts, episodic memories and stress related conditions associated with negative emotions. It changes the negative emotional relationship to past negative experiences i.e. anger, sadness, fear, hurt, anxiety and challenges the beliefs that support these from memories without having to revisit content in any detail.

The Coaching facilitates all learning styles and is a safe, effective and efficient approach in its application utilising questions to discover powerful resources for creating a positive future. It is a modern approach in working with problems associated with negative emotions. It is ground-breaking and innovative in its design and is remarkably easy to use practically. Transformational Coaching can be used in any area of performance, creating remedial and generative change as desired by the client.

Transformational Coaching leads people into change gently and is easy to embrace and use with even the most nervous clients. It creates lasting change very quickly and progressively helps the client to regain self-reliance at a pace that is dictated by the client.

The Coaching involves talking in a one-to-one situation to establish trust and safety. The Coach finds the area of the problem and works with the emotions connected to root cause as opposed to the symptoms.

Those who experience this Coaching can expect the following:

- a considerable reduction in negative thoughts and emotional responses to past experiences that have been traumatic or stressful
- an increased capacity to see things from a more objective perspective
- to feel lighter and less stressed about things in general
- a greater understanding of what causes emotional problems and how to embrace these to learn and grow
- a greater sense of emotional and physical well-being
- greater control of emotions in situations that previously would have been problematic



### **What are the limits of my practice?**

My work is not a substitute for the diagnosis and/or treatment of medical or mental health conditions by a qualified healthcare professional. I do not diagnose, nor treat medically, mental or physical health disorders, nor am I trained or qualified to do so. I am happy to work alongside other healthcare professionals following appropriate consent from the client. Besides the fact that my practice does not diagnose or treat illness, another difference between my services and typical visits to a medical doctor is that you may be required to have active involvement between sessions. Our sessions will establish new patterns or behaviours following key, core work. Reinforcing these new patterns at home will reinforce, maintain and extend the benefits you receive in the sessions.

Some of my work may involve me touching you, for example by tapping on meridian energy points. If you are uncomfortable with being touched or with any of the methods which are being used, please tell me immediately, and I will stop. I will always ask for permission from you during the session prior to touching you.

Whilst the methods I use are gentle and are non-invasive, it is possible that physical or emotional after-effects may occur. For example, it is not uncommon for clients to feel tired after sessions. I can provide more information about this upon request, and you will be given an information sheet about what to expect following your first coaching session.

### **Meetings**

Sessions are generally not less than three hours long, and are scheduled with agreement between myself and the client. I also offer Breakthrough days which last 6 to 8 hours.



### **Professional Records**

I keep brief records including your basic data and contact details. I will ask about pre-existing medical conditions in order that the work that I do does not cut across or undermine any pre-existing treatment. Also, hypnosis is not appropriate for some health conditions.

I keep brief records on each session, primarily noting the date of the session, the interventions used, and progress or obstacles observed as they relate to your goals in working with me. You are welcome to request, in writing, that I make available to other health-care professionals information about the work we have completed. I maintain your records in a secure location which cannot be accessed by anyone else. I will maintain your records for ten years after our last contact, after which time I will securely dispose of them. Please see also my Privacy Policy.

### **Confidentiality**

With the exception of special situations described in the numbered list that follows, you have the absolute right to the confidentiality of your coaching and/or therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission.

***[NB – if attending for sessions at The National Herb Centre, please be aware that there is no designated discreet waiting area for my sessions].***

Under provisions of the General Data Protection Regulations (2018) I may under certain circumstances legally speak to another health care provider or a member of your family about you without your prior *consent*, but I will not do so unless the situation is an emergency. I will always also aim to do this *with* your prior knowledge. I will always act so as to protect your privacy to the best of my ability. You may direct me, in writing, to share information with whomever you choose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a session with you. (Please see later requirements regarding minors).

If you elect to communicate with me by e-mail at some point in our work together, please be aware that e-mail is not completely confidential. All e-mails are retained in the logs of your or my internet service provider. Although under normal circumstances no-one looks at these logs, they are, in theory available to be read by the system administrator of the internet service provider. As part of your treatment record, I will keep a copy of any e-mail I receive from you, and any responses that I send to you.



Following are exceptions to your right to confidentiality:

1 – If I believe that a child, an elderly person, or a disabled person is being abused, I must report this to the Police and Social Services.

2 – If I believe that a client is threatening serious bodily harm to another, I am required to take protective actions. These actions may include, notifying the potential victim, contacting the Police or seeking hospitalisation for the client.

3 – If I believe that the client is in imminent danger of harming himself/herself, I may legally break confidentiality and contact the Police, a local crisis team or a family member or other intimates.

4 – If the client indicates that he or she is planning or involved in an act/s of terrorism, is involved with drug trafficking and / or money laundering

5 – In certain legal proceedings, particularly those involving child custody or those in which your emotional condition or treatment is an important issue, a judge may order my testimony. Confidentiality is not protected when a judge makes such an order, or in certain other legal procedures. Consult with a lawyer if you are involved in a legal situation in which such confidentiality may be at issue.

In addition:

6 – If the client tells me of the behaviour of another named health or mental-healthcare provider that suggests that this person has either (1) engaged in sexual contact with a patient, and/or the client, or (2) is impaired from practice in some manner due to cognitive, emotional, behavioural or health problems then I am required to report this to the practitioner's licensing board. I would inform you before taking this step. If you are my client and also a health-care provider, however, your confidentiality remains protected under the law from this kind of reporting.

7 – If another close family member approaches me for assistance, I will maintain the client's confidentiality. In some circumstances I will refer that person to another practitioner if that will be the most beneficial for that person's therapy or coaching, and to maintain professionalism for the client/practitioner relationships.



In addition, for my professional development:

8 – I may occasionally find it helpful to consult other professionals about a client. During a consultation with another professional I will avoid revealing the identity or any identifying factors or attributes of the client. The other professional is also duty bound to keep the information confidential. Unless you request otherwise, I will not tell you about these consultations unless I feel it is important to our work together.

9 – I am professionally mentored and supervised. As such, my anonymised case notes (by client reference number) are periodically screened and signed off for continuing professional development purposes. My clients will not be identifiable either by name or content.

Although this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, please discuss with me any concerns or questions you may have. I will be happy to explore these issues with you, but formal legal advice may be needed from a solicitor because the laws governing confidentiality can be quite complex.

### **Minors**

If you are under eighteen (18) years of age, I will ask you to sign this document in agreement to state that your guardian has no rights to see the contents of my notes. However, if you disclose to me during our consultation that you are engaged in any illegal activity then I will be obliged to pass that information to your legal guardian.

If you are under sixteen (16) years of age, you will be legally required to have an appropriate adult chaperone with you.

### **Professional Fees**

My fee for a three hour session is £270 (£90 per hour pro-rata) [23-4-2019]

My fee for a Breakthrough Day is £540

If we decide to meet for a longer or shorter session (i.e we have pre-agreed this), I will bill you prorated on this hourly fee. If you have pre-booked a three-hour session, then you will be billed for three hours. In addition to scheduled appointments, I also prorate the hourly fee for other professional services you may request. Other services might include emergency



telephone conversations lasting longer than ten minutes, listening to lengthy voice mail messages, reading and responding to e-mails other than for routine business, attending meetings with other professionals that you have authorised, and preparing requested records or treatment summaries. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge £120 per hour for preparation and attendance at any legal proceeding.

### **Billing and Payments**

Initial Consultations are £30 – non-refundable – and are payable in advance via PayPal. Your appointment will be confirmed once the payment has been received. If you choose to continue to participate in the Transformational Coaching, this will be redeemable against your first session.

[www.paypal.me/TanyaCollinsCCC](http://www.paypal.me/TanyaCollinsCCC)

Thereafter, payment should be made through cash, cheque or BACS transfer. You will be expected to pay for each session at the time it is held unless we agree otherwise. In some instances, I may ask you to pay for the session in advance.

Payment schedules for other professional services will be agreed to, when they are requested.

Once an appointment is scheduled, you will be expected to pay for it unless you provide at least twenty-four hours advance notice of cancellation. If you are late, we will still end on time and not run over into the next person's session, and you will be expected to pay for the full session that you booked. If you miss a session without cancelling, or cancel with less than twenty-four hours notice, you will be required to pay for that session within 72 hours (3 days) unless we both agree that you were unable to attend due to circumstances beyond your control.

In circumstances of unusual financial hardship, I may be willing to negotiate a payment instalment plan.

If your account has not been paid for more than sixty days (and arrangements for payment have not previously been agreed upon to accommodate such delay), I have the option of





using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information released is the client's name, contact information, dates and types of services provided and the amount due.

### **Contacting Me**

I am often with a client or otherwise not immediately available by telephone. When I am unavailable, you will reach my voice mail. I monitor it frequently and I will make every effort to return your call on the same day you make it with the exception of weekends and holidays. If it will be difficult to reach you, please inform me of some times when you'll be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family doctor or if you're experiencing a medical emergency call 999 or go to the accident and emergency department of a nearby hospital.

### **Other Aspects of Our Relationship**

You have the right to ask me questions about anything that happens in our work together: I'm always willing to discuss how and why I decided to do what I'm doing and to look at alternatives that might work better. You can feel free to ask me to try something that you think would be helpful. You can ask me about my training for working with your concerns and can request that I refer you to someone else if you decide I'm not the right practitioner for you. You are free to terminate our work together at any time. I never engage in sexual intimacies with clients or former clients. Equally, I may ask your permission to refer you to another practitioner if I believe that would benefit the aims that you are seeking to achieve.

### **Touch.**

Physical contact in a healing relationship can be a sensitive matter because touch can be easily misinterpreted and feel too intimate uncomfortable or sexual in nature. Touching in a sexual manner is unethical within a professional client / practitioner relationship and is illegal. It will never form part of your treatment. Some of the methods I will use however are likely to involve touch. EFT and Matrix Reimprinting involve tapping on a client's head, face, collarbone and hands. I'll also be using touch sometimes in hypnotherapy and I will have explained exactly what that will entail beforehand and obtained your consent. This could involve your arms, hands and head. You will always remain fully clothed.





I will always explain ahead of time where I will touch, and you can let me know if you are comfortable with it or not. I will always honour any requests not to touch.

Touch can also be a potential problem if you have had a history of paranoia, have been diagnosed with borderline personality disorder, have been sexually or physically abused, have suffered from other types of trauma, or if you tend to disassociate or detach from your sense of self. Prior to our starting any work together, please let me know if you fall into any of these categories.

### **Legal Proceedings:**

If you are involved in legal proceedings based on your having been traumatised, please understand that our goals of our work together may involve working with the physical and emotional aftermath of the trauma, and this could adversely affect your ability to provide legal testimony that carries the same impact as it would prior to treatment. I will often not work with clients prior to any outstanding court cases, and will seek advice from the Crown Prosecution Service when necessary.

### **Terminating Treatment:**

Normally, you will be the one who decides when our work together will end, but there are three exceptions to this. If I determine that I am unable, for any reason, to provide you with the services you are requesting at a high professional standard, I will inform you of this decision and refer you to another practitioner who may better meet your needs. Second, if you verbally or physically threaten or harass me, the people where I work or my family, I reserve the right to terminate you from treatment immediately and unilaterally. Third, I reserve the right to refuse or terminate a session if you or anyone in the session is suspected of being under the influence of a mood-altering substance in such a way as to prevent me working with you effectively. You will be responsible and charged for full payment of the normal fee.

### **Holidays:**

I am away from the office several times each year for holidays or to attend professional meetings. I will make every effort to tell you well in advance of any anticipated lengthy absences and to discuss other options for continuing to work towards your goals during my absence.



**Complaints**

If you are unhappy with the way our work together is proceeding, I hope you will talk about it with me so that I can respond directly to your concerns. I will take such concerns seriously and meet them with care and respect. You are also free to discuss me with anyone you wish. You do not have any responsibility to maintain confidentiality about what I say or do. You are the person who has the right to decide what you want kept confidential. If you believe that I have been unwilling to listen and respond, or that I have behaved unethically, you can register a complaint about my behaviour with:

Phil Smith  
Newquay Therapy Centre, Chester Court  
Chester Road, Newquay  
Cornwall, TR7 2SB  
help@philsmithcounselling.co.uk

**Proprietary Information**

During our work, you will hear many different language patterns, many of which are extremely powerful. You are **not** authorised to use these with other people. Not only are many of these trademarked, but you require the appropriate training in their usage before you are authorised to deploy them, given that change work is structured and we keep our clients safe throughout.

If following any change work you are interested in training as a Coach, then please do contact me on:

tanya@creatingcorechange.co.uk

**Your signature below indicates that you have read the information in this document, understand it fully, have discussed any questions or matters of concern with me and/or others, and agree to abide by its terms during our professional relationship.**

Client Name \_\_\_\_\_

Tanya Collins: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Date \_\_\_\_\_