

# Emotion Speaks

## Dr Anna Oldershaw's Business Terms

These Business Terms are the standard terms which apply to the services we provide to you (known as the "Services"), by us, Dr Anna Oldershaw (trading name of Dr Anna Oldershaw) whose website address is [www.emotionspeaks.co.uk](http://www.emotionspeaks.co.uk) and business address is Fern House, 119a Wickenden Road, Sevenoaks TN13 3PW (known as the "Practice", also referred to as us/we/our).

Please read these Business Terms carefully and before starting therapy. If you have any questions on any part of this document, please do not hesitate to ask.

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### PROFESSIONAL INFORMATION

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- Dr Anna Oldershaw and all other Clinical Psychologists working at the Practice are registered with the United Kingdom's Health and Care Professions Council, (HCPC). All Clinical Psychologists practising within the UK must be registered with the HCPC. In order to maintain their practising registration, all Clinical Psychologists must continue to demonstrate compliance with a range of HCPC minimum standards of conduct, performance and ethics. [www.hcpc-uk.org](http://www.hcpc-uk.org).
- All services offered by the Practice are delivered under the regulations in law as specified by the HCPC in the United Kingdom.
- All of our Clinical Psychologists are also chartered by the British Psychological Society <https://www.bps.org.uk/lists/cpsychol> and abide by their code of Ethics and Conduct, <https://www.bps.org.uk/news-and-policy/bps-code-ethics-and-conduct>

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### CONSULTATIONS AND APPOINTMENT SESSIONS

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- Consultations shall be by appointment only. Details of the consultation timings, length and fees shall be made available to you in advance of the consultation.
- Initial appointments can be made by emailing or telephoning the practice.
- Subsequent appointments can be made during your consultation with us or by telephone, email or SMS.
- If you know you are going to be late for an appointment, you should contact us to tell us. If you arrive later than 15 minutes after an appointment time, we will try to provide the Services you have booked but if we decide that we cannot, the appointment will be treated as cancelled without notice by you and, if we then decide to make a charge for that appointment cancelled without notice, you will be required to pay the full price of the appointment, less any advance payment already made by you. This is the case no matter whether the appointment is for a face to face, online, or telephone session.

## Online Sessions

- Sessions may be provided online via a pre-agreed livestream service (for example Zoom, Teams, WhatsApp, Skype).
- When using a third-party supplier for online sessions your personal and special category data will be treated in accordance with our Privacy Policy.
- If we provide any of our Services as a livestream, then we will use reasonable endeavours to make it available and start it at the time it is scheduled to start, but the start may be delayed by circumstances beyond our control. We will not be liable for any such delay.
- In some limited circumstances, we may need to suspend the provision of an online session for one or more of the following reasons:
  - (1) To fix technical problems or to make necessary minor technical changes;
  - (2) In the event of illness or other circumstances beyond our control.
- In the event of any of the circumstances listed above occurring, then we will use reasonable endeavours to give as much notice as possible to you.
- We will not be liable to you for any costs or losses incurred by you as a result of using any third-party online provider for the purposes of attending a session virtually with us. You should make yourself familiar with such providers own terms and conditions and privacy policy.
- Ahead of your on-line session, we ask you to plan where in your location you will sit for the meeting. It is important that the connection to the internet is as strong as possible.
- We will share with you some verbal best practice tips for accessing our services via an online provider either before or at the beginning of the first online session.
- It is important that you ensure the space is private and that you cannot be interrupted or overheard. You are strongly encouraged to make any necessary arrangements with anyone you may normally share the location with to ensure that your protected space can be achieved.
- Wearing earphones attached to the mobile, laptop or tablet device is helpful in blocking out "feedback" noise and ensuring extra privacy.

## Recording of sessions

- To maintain our high-level professional accreditations, we are required to audio or video record some therapy sessions to be discussed within our clinical supervision. It is important to note that there is no expectation or requirement for you to agree to this, but please let us know if you would feel happy for your session to be recorded for this purpose.
- We are occasionally asked by clients if they can record our session to listen again in their own time. In most circumstances this will be fine, but please note that you must gain our written consent in advance. Clients are not permitted to record sessions without receiving our written consent. This applies to any form of recording device including phones and live Skype/Facetime/Zoom etc video recording programmes.

- You must not record the session without discussing and agreeing this first with us. It is not permitted, under any circumstances, that any agreed recording is shared with others or in any social media platform.

## **Cancellations**

- You may cancel an appointment without charge if you give us at least 48 hours in working days prior notice of the cancellation. If you do so, we will refund to you any sum you paid in advance. For example, cancellations for appointments on Tuesdays have to be communicated to us on Fridays.
- Any cancellations made with fewer than 48 hours notice will be charged at the full rate. This is the case no matter whether the appointment is for a face to face, online, or telephone session.
- Please note, we will always try to arrange for another client to attend to avoid you having to pay the cancellation fee. However, it is usually not possible to book another patient in at such short notice. If you cannot attend in person, an online or telephone consultation will be offered instead.
- Cancellations with fewer than 48 hours notice, or failures to attend are likely to be counted as one of your designated appointments, where funding is via a health insurance company, your employer or is provided as part of a legal process. You should check with your health insurance policy to ensure you know when they will and will not cover your costs.
- We may cancel an appointment booked by you at any time before the time and date of that appointment in the following circumstances:
  - (i) The required personnel and/or required materials necessary for the provision of the Services are not available; or
  - (ii) An event outside of our reasonable control occurs.
- If we cancel an appointment in such circumstances, we will refund to you in full any advance payment that you have made to us for that appointment.
- We will use all reasonable endeavours to start the appointment at the time you have booked but the start may be delayed by overrun of a previous appointment or by other circumstances. If a delay to the start is at least 30 minutes or at any time before or after you arrive for an appointment we notify you that there will be a delay of at least that time you may cancel the appointment and we will refund you in full any deposit or other advance payment that you have made to us for that appointment.

## **Bookings made via telephone/email/website**

Where the contract we make with you is made over the telephone or via email/online booking, the law gives you the rights set out in this paragraph, and they will be in addition to the rights given to you by the above provisions of this section. You may for any reason cancel an appointment made in this way during the 14 day period after we accept the booking. However, if the appointment is on a date which is before the end of that 14 day period and if you have expressly requested us to provide Services at that appointment and we do so, you may not cancel that appointment and you must pay for it in accordance

with these Business Terms. If you request that your appointment be cancelled, you must confirm this in any way convenient to you. If you cancel as allowed by this paragraph, and you have already made any payment(s) to us for the appointment, we will refund the payment(s) to you within 14 days of receiving your cancellation.

- If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside our control, we will not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.
- If sessions are held in person at a third party venue, you agree to comply at all times with that venue's policies and rules about that venue (particularly fire safety and health and safety rules).
- You are responsible for your own belongings that you take to a session and neither us nor any third party venue will be liable for any loss, damage, theft or destruction of any of your belongings.

## Fees & Payment

- Sessions are charged at £120 for a 50 minute appointment.
- You must pay for all Services in accordance with our current price list before completion of provision of those Services.
- Payment of our fees will be invoiced once a session has been agreed and before it takes place. Payment is payable immediately and due latest by Friday at 5pm on the week before your session. If payment is not received by 5pm Friday the week before your session, your session may be booked by somebody else.
- You may pay us for Services (and for any deposit or other advance payment on account of that payment) using the following method.

By BACS transfer to the following account:

- Name: Dr Anna Oldershaw
- Sort Code: 23-69-72
- Account Number: 31502218
- Clients are requested to use the reference number on the invoice, so that the payment can be easily identified.
- All prices of Services shown in the price list are exclusive of VAT (which is not chargeable unless we notify you otherwise).
- We may alter our prices without prior notice but if the price of any Services increases between the time when you book an appointment and the date of the appointment, the price increase will not apply to your appointment for those Services on that date.
- Chasing unpaid invoices attracts an administration and interest charge of 8% above the Bank of England base rate from the due date until the final settlement date. We may suspend the provision of our Services to you in the event that any due fees remain unpaid.

## Funding via Employer

- For clients attending therapy through a direct arrangement with their employer or the employer's representative, we normally invoice and collect payment from the employer or the representative unless otherwise agreed.
- Invoices are sent monthly to the employer or representative. Payment for cancelled appointments or for any failure to attend without prior notice may be the client's own responsibility. We advise clients to check with their employer or their representative what the arrangements for payment are in the event of missed or late-cancelled sessions.
- Please note, our commitment to client confidentiality is not affected by who pays for the service provided by us.

## Private healthcare funding

- Our Clinical Psychologists may be registered as clinical practitioners with a number of healthcare providers including BUPA, Aviva, and AXA. Each provider and every healthcare plan has different rules and regulations of engagement. As the insurance policy holder, you are responsible for checking with the insurer how many sessions will be funded and whether you have the responsibility to part-pay the fee.
- If the Services are being covered by your private healthcare insurance (e.g. AXA, Aviva, BUPA, etc.) please provide the name of the insurance company, your policy number and authorisation code:

Insurance company: ..... Policy no: .....

Authorisation number/code: .....

- We are not a party to any contract between you and your insurance provider.
- Please note that some insurance companies will not pay for any missed/cancelled appointments, and in such circumstances, you will be fully liable to pay the full costs to us for the missed treatment (see above). You should check your health insurance policy to ensure you know when they will and will not cover your costs.
- If you are obliged to pay any excess or part payments as part of your health insurance policy, then these will be paid by you directly to us as per the terms set out in the fee section above.
- will be responsible for payment of all outstanding chargers on your account regardless of the cover you have. It shall be your responsibility to pay all sums due to us and to reclaim such sums from the insurance provider. You should keep track of the number of sessions that have been agreed by your insurance company and to alert them if any treatment session is needed.

## Confidentiality

- The information discussed in our consultations and appointments with you are of a confidential nature. We provide a safe place in which you [or your child] can share your feelings and thoughts with us.
- We will ensure that any confidential information you [and/or your child] disclose to us shall not be disclosed to any person except as permitted in this section.
- We may disclose confidential information relating to you [and/or your child]: (i) to our employees, advisers, other healthcare professionals or social agencies who need to know such information for the purposes of carrying out our services to you; (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and (iii) if we believe that you are at risk of harming yourself or others, in which case we are entitled to report this to the relevant organisation. Where possible any breach of confidentiality related to risk of harm will be discussed with you [and/or your child] first.
- We shall not use your confidential information for any purpose other than to perform our obligations under these Business Terms.
- We shall ensure that any person to whom we disclose your confidential information to in this section also comply with these confidentiality obligations.
- It is a requirement for all psychological therapists to have regular Clinical Supervision sessions in which they discuss their work in a safe confidential space with an equally or more experienced colleague. All work that is discussed in these sessions is completely anonymised. Supervisors are bound by the same professional and ethical regulations as our practitioners and do not discuss clinical material outside of the supervisory context.

### Informing your referrer and GP

- We are obliged to inform your referrer (if applicable) of your progress, but the details disclosed will be discussed with you beforehand.
- We also recommend that you inform your GP about our sessions. We require your GP's name and surgery address and details of your next of kin/emergency contact person.
- If a medical or legal professional or social worker requested information from us, we would not release this without your consent unless there was a legal obligation to do so.

### Note keeping and email

- Brief notes are made after each session in order to recall information and support our work together. Notes are kept securely, according to the Data Protection Act (2018).
- These will be kept as electronic password-protected documents on a password-protected computer. My IT systems are GDPR compliant and I am registered with the ICO.
- We will store children's notes for seven years after their 18th birthday in keeping with national guidelines, after which time they will be destroyed.

- We retain ownership of the notes, but we are happy to discuss their contents with you and you also have a right to access them formally. Should you wish to do this, please contact us in accordance with the Your Rights section of our Privacy Policy.
- It is also possible for the courts to access these documents should they need to in relation to a matter of public interest. In this unlikely event, you would be informed of this before the notes were released.
- If we need to send emails that contain detailed information about your child's care (for example to yourself or to your GP), we will attach the information as a password protected word document, with the password sent separately. We would encourage you to do the same if you need to email us detailed information.

### Crisis management and emergencies

- The type of psychological work offered is not suited to managing emergencies or crisis. If you require urgent help between appointments then please contact your GP, use the NHS 111 service for advice, phone 999 or attend A&E. You can also contact the Samaritans' anonymous helpline on 116 123 or Childline (until you turn 19) on 0800 1111.

### Holidays

- We will give you a minimum of 2 weeks notice of any planned holidays dates when our psychologist will be unavailable.
- We require, where possible, 2 weeks notice of any planned holidays from you.

### General

- We reserve the right, at any time, to withdraw therapy and our Services to you based on clinical judgement. In such circumstances, any advance payments will be refunded for any Services not provided.
- We will not undertake any procedure that is in conflict with any law in force, any voluntary or mandatory code or practice, or any similar rules, regulations or codes.
- We insist that we do not meet you or your child face to face if you are experiencing symptoms of an infectious illness, e.g. coronavirus, chest infection. Online or telephone sessions can be arranged in lieu, should you or your child be well enough.
- Appointment times or other queries can be clarified by contacting [anna@emotionspeaks.co.uk](mailto:anna@emotionspeaks.co.uk)
- If you need to contact us between appointments please do so by email. We do not provide therapeutic support outside of therapy sessions. We aim to respond to emails/voicemails within 48 hours.
- We are required to ensure that certain information is given or made available to you as a Consumer before we make our contract with you except where that information is

already apparent. We have included the information itself in this Business Terms or we will make it available to you before we accept a booking from you. All of that information will be part of the terms of our contract with you.

- If you have any questions regarding these Business Terms, please do not hesitate to discuss with us, either in a session or by contacting our reception team.

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## REFERRALS TO OTHER PROFESSIONALS

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- Sometimes we provide a referral service in which we may suggest one of our associate professionals deal with certain therapy services for you. We would never refer on your behalf and without your consent. In the event we refer you to another clinician, you should be aware that we are not responsible for the therapy services they provide.
- You will therefore need to also enter into terms and conditions regarding the provision of the services directly with the therapist who has been allocated to provide those therapy services to you.
- The therapist providing their therapy services to you will be fully responsible for the services they provide and nothing in these terms and conditions makes us liable in any way (including being clinically liable) for the therapy services provided by the other clinician.
- Please be assured that all the therapists that we refer clients to have been vetted and are of a high standard.

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## HOW WE USE YOUR/THE PATIENT'S PERSONAL INFORMATION (DATA PROTECTION)

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- We will only use your personal information as set out in our Privacy Policy on our website at [www.emotionspeaks.co.uk](http://www.emotionspeaks.co.uk). If you do not have access to the internet we can provide you with a printed version of our Privacy Policy.
- We are registered as Data Controllers with the UK Information Commissioner's Office (ICO) as required by the Data Protection (Charges and Information) Regulations 2018.

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## LIMITATIONS, CHANGES AND COMPLAINTS

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### Limitation of Liability

- We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Business Terms or as a result of our negligence. Loss or damage is



foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when a contract with you is created. We will not be responsible for any loss or damage that is not foreseeable.

- We provide all Services only for your personal and private use/purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- Nothing in these Business Terms is intended to or will exclude or limit our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
- Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Business Terms is intended to or will exclude, limit, prejudice, or otherwise affect any of our duties or obligations to you, or your rights or remedies, or our liability to you, under the Consumer Rights Act 2015; the Consumer Contracts (Information and Additional Charges) Regulations 2013; the Consumer Protection Act 1987; and any other consumer protection legislation.
- For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standard Office.
- The Practice does not recommend or make any representation about the efficacy, appropriateness or suitability or any treatments, services or opinions. We cannot guarantee any outcome nor promise to provide a diagnosis.

### Changes to these Business Terms

- We may from time to time change these Business Terms without giving you notice, but we will use our reasonable endeavours to inform you as soon as is reasonably possible of any such change.

### Complaints and Standards

- We are committed to providing as helpful and compassionate a service as possible to meet the needs of all our clients.
- We always welcome feedback from our clients and, whilst we shall use all reasonable endeavours to provide a high standard of service, care and treatment to all clients and patients, we nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about our Services or any other complaint about us, please raise the matter with Dr Anna Oldershaw who can be contacted at [anna@emotionspeaks.co.uk](mailto:anna@emotionspeaks.co.uk).
- If this is not possible, or should you feel you would like to take the matter further, you can contact the British Psychological Society for further advice.  
<https://www.bps.org.uk/submitting-complaint>
- You may wish to raise your concern directly with the Health and Care Professions Council, should you feel you have encountered an issue of fitness to practise. This can be done by following this link: <https://www.hcpc-uk.org/concerns/raising-concerns/>

## No Waiver

- No failure or delay by us or you in exercising any rights under this Business Terms means that we or you waived any right, and not waiver by us or you of a breach of any provision of this Business Terms means that we or you will waive any subsequent breach of the same or any other provision.

## Severance

- If any provision of these Business Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Business Terms and the remainder of the provision in question shall not be affected.

## Governing law and jurisdiction

- These Business Terms are subject to the laws of England & Wales and the jurisdiction of the English Courts.
- As a consumer, you will benefit from any mandatory provisions of the law in your country of residency.