

# **ONLINE SOLUTION FOCUSED HYPNOTHERAPY**

## **TERMS AND CONDITIONS**

Policy last updated March 2020  
Review due March 2021

In recognition of the fact that therapy is increasingly being delivered remotely by means of technology, Sharon Dyke Hypnotherapy has compiled the following guidelines, which relate to safe and ethical online working.

### **Advantages and Disadvantages of Online Therapy**

#### **Advantages:**

- Enables people in remote areas, and those who are disabled or housebound to access services.

#### **Disadvantages:**

- There are concerns around confidentiality, privacy and unreliable technology.
- The scope of the help provided can be limited.
- Some insurance policies may not cover online therapy.

### **Data Protection**

As is the case with face-to-face therapy, if Sharon Dyke Hypnotherapy is providing treatment via technology, we have a legal duty to comply with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR), and an ethical responsibility to safeguard clients from unauthorised disclosure of information.

### **Informed Consent**

Again, as in face-to-face contact, Sharon Dyke Hypnotherapy will inform clients about the nature of the service being offered. We will make clear the circumstances in which confidentiality can be broken, i.e. if it becomes apparent that there is a risk of harm to the client or others or where there is a legal duty of disclosure.

### **Safety of Clients**

Sharon Dyke Hypnotherapy will take reasonable steps to ensure that clients are in a safe physical environment and are informed about the safe use of technologies, e.g. that adequate security measures are needed to protect sensitive information held electronically, and that it is highly inadvisable to place confidential data on publicly accessible sites such as Facebook and other web-based fora. Note: Sharon Dyke Hypnotherapy cannot be held responsible if their clients do not follow the advice given.

At the outset of therapy, Sharon Dyke Hypnotherapy will agree with the client how to proceed if a technology breakdown occurs, arranging, for example, to try to reconnect in five or 10 minutes. In case reconnection isn't possible, we will have an arrangement to phone or e-mail with a view to rescheduling the session.

It is important for the client to have access to local support in the event of an emergency. In this regard, the client should have an arrangement to receive support from a family member, friend,

GP, etc, if the need arises. As with face-to-face therapy, Sharon Dyke Hypnotherapy will request the contact details of the client's GP and/or another responsible individual.

## **Insurance**

If Sharon Dyke Hypnotherapy is offering Online Therapy to individuals in countries other than the UK, we will contact our insurer and confirm that they cover online therapy to that country. Please note that two of the biggest insurers of counsellors and psychotherapists in the UK – Balens and PPS – have confirmed that their policies do not cover the delivery of online therapy to US or Canadian citizens by UK-based and EU-based practitioners.

Note: With regard to insurers other than Balens and PPS, it is very likely that their policies are subject to the same limitation. If in doubt, we will contact our insurer.

Currently my insurance company is Balens and they are aware that I offer online Hypnotherapy to people in the UK. Their response is as follows:

*"Your policy would cover you to offer online sessions or pre-recorded content as long as you are still complying with the record keeping condition in the policy wording (see page 35, point 2). You need to ensure that you keep notes as you would with any face to face session i.e. date of session, nature of session, name of attendees etc."*

## **Payment for Services Delivered Remotely**

For our own, and our client's protection, we will agree secure arrangements for the transfer of payment prior to treatment, for example, PayPal, bank transfers, Sage Pay, etc.

## **Teleconferencing Platforms**

### **Skype**

The ICO advised that Skype can be used for online therapy provided clients give their consent, having been informed by their therapist that its use adds an element of insecurity in relation to the confidentiality of information that is beyond the control of both therapist and client.

### **Notes:**

- An email message from the client indicating that they give their informed consent should be enough in this regard;
- As a further safeguard, both client and therapist are advised to avoid sending sensitive information in written form via the Skype messaging facility.
- Both parties clearly need to take steps to ensure that the conversation can't be overheard by unauthorised third parties in the same building. To this end, the use of headphones by both client and therapist is advised.

### **This is the full ICO statement:**

"The ICO's official position on this is that the Data Protection Act 1998 (DPA) would not prevent the use of Skype for online Counselling. The DPA requires the data controller to consider the security implications with such use and then implement measures to ensure the information is appropriately secure.

"In addition to this we would expect you to ensure that the individuals who could potentially use this service is made fully aware of how you will use the service i.e. what is likely to be discussed, what if anything will be held as a result of use along with any security implications. If the individual

consents to the use of Skype for the purpose of online counselling after being given the relevant fair processing you would be able to go ahead with such use.”

## Other teleconferencing platforms

There are alternative, reputedly more secure, teleconferencing platforms such as VSee, WebEx and FaceTime (see below for further details). However, since there can be no guarantee that any platform will remain fully secure over time in a fast-changing ‘digital world’, Sharon Dyke Hypnotherapy will always ensure that clients give their informed consent, having been made aware of the risks. (See the advice in relation to Skype above.)

- VSee claims to be a secure platform. For general information on VSee, go to <https://vsee.com/>. Details of VSee security can be viewed at <http://vsee.com/blog/tag/vsee-review>. The basic VSee package is free – see <https://vsee.com/pricing>.
- WebEx, offers a free trail, after which a monthly fee of £15 is payable for the basic package. See <http://www.webex.co.uk/>
- FaceTime, which is produced by Apple for Mac users. This platform appears to be sufficiently secure for online therapy.
- Zoom <https://zoom.us/>
- <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>
- Telephone
- Whats App
- [www.whatsapp.com](http://www.whatsapp.com)

## When receiving on line therapy, please make sure that:

- You have your computer or mobile set up with Zoom, Skype or Whats app before the session commences. This includes having your microphone and video turned on.
- Your computer or mobile is positioned at a sensible height so that I can clearly see your face and that the camera is at eye level. When we complete the ‘trance’ element of the session find a way that you can position the camera so that I can see your head and shoulders.
- It is very easy to hear background noises e.g. animals and washing machines and kettles etc. so please make sure you are in a quiet location.
- Please make sure you will not be disturbed for the duration of the session and that the door to the room you are sitting in is closed.
- You do not have your back to a window or light – this can make it very hard for me to see you clearly.
- That there is adequate lighting in the room you are in.
- You have a glass of water nearby.
- You have not been drinking alcohol or taking drugs before any sessions where they may still be in your body.
- You do NOT record the sessions. I will not be recording any of our sessions UNLESS I have prior consent from you and this has been mutually discussed and agreed and a consent form has been signed by you.
- You will NOT let anyone else listen in to any part of the online session (via phone or any other technical device or in person) without prior agreement with Elise De Viell
- You join the meeting at the agreed time.
- Please ensure that I have your mobile or home phone number so that I can call you should you not open eyes when requested.

Sometimes people use headphones during online sessions. I have so far found that if we can both create a quiet space then there is no need for headphones.

## Further observations on the above

Use of video communications platforms such as VSee, WebEx, FaceTime or Skype (see above) makes good sense since they enable appraisal of facial expression as well as tone of voice. Therapy by telephone is also an option. Whilst the above platforms can usefully be supplemented by e-mail, texting, instant messaging, etc, the supplementary media described must not be used to transmit sensitive data where the data subject(s) can be identified.

## Content of Online Therapy

Therapists already engaged in remote working report successful delivery of the following:

- Initial Consultation
- Solution Focused Hypnotherapy
- Psychotherapy

## Online application of the rewind technique for Phobias

Sharon Dyke Hypnotherapy generally recommends that the rewind technique works only where clients are physically present, so that we are in a position to deal effectively with any abreaction. However, since it would be unethical to withhold treatment where an individual is in urgent need of de-traumatisation and is unable to travel, and where there is no possibility of referral to another source of effective treatment, rewind via remote means may be the only alternative.

## ONLINE HYPNOTHERAPY CLIENT AGREEMENT

The following agreement is to confirm you have read and understand the terms and conditions for on line Solution Focused Hypnotherapy and you understand what to expect with online sessions.

As with face to face sessions, the confidentiality agreement we signed together still applies. In addition, my terms and conditions that you signed at the beginning of working with me are still applicable. I will require 48 hours' notice if you wish to cancel or postpone an agreed session.

By signing this, I ..... (Clients name) confirms that he/she has understood the information above and have had any concerns explained to me. I agree that I will NOT record any part of the session or let anyone else listen in to the session (via phone or any other device or means) without prior agreement with Sharon Dyke Hypnotherapy

Client's Name..... Date.....

Client's Signature.....