



## CLIENT TERMS AND CONDITIONS

Please read these terms and conditions which apply to the provision of my professional services. By making an appointment, you are agreeing to the following terms and conditions. If you are unable or unwilling to agree to these terms and conditions, then you should not book an appointment or continue with your course of therapy.

### FREE INITIAL CONSULTATION

You may be offered a free 20-minute online initial consultation. No therapy will be provided during the consultation.

The purpose of this initial consultation is to find out how my services can help you and if this therapy is suitable for you. During these calls, estimates of the number of sessions required to deal with your presenting issue are given on the basis of the information presented at that time. Estimates are only rough guidelines and are subject to change.

### BOOKING & PAYMENT

In-person sessions: A non-refundable deposit of €100 is payable at the time of booking your first in-person session. The balance of the fee is due at least 48 hours prior to the first session. **No refunds** will be issued for cancellations within 48 hours of the session appointment.

Online sessions: No deposit is required for online sessions, however **payment** for online sessions **must be made at least 24 hours before the scheduled session start time**. Where payment is not received 24 hours before your session, the session will be **Cancelled** and may be offered to someone else. It is your responsibility to pay the session fees before each scheduled session in order to confirm the appointment booking.

### CANCELLATION, RESCHEDULING & REFUNDS

#### Cancellation & rescheduling

If you need to cancel or re-schedule a session, please provide as much notice as possible. Notification must be made via email or phone call at least 48 hours prior to an in-person session or 24 hours for an online session.

## Refunds

No refunds will be issued for cancellations within 48 hours of in-person sessions or 24 hours of online sessions.

Session fees are for my time and professional expertise and are not a guarantee of a successful outcome. Therefore, no refunds will be given for any sessions where you have attended and paid for the session.

Where a discount package or therapy program has been booked and paid for in advance, if you choose to discontinue your therapy process before attending all the sessions, a pro rata refund will be issued after deduction of the full standard session fee for any sessions you have attended.

## Session Fees

All professional fees will be disclosed to you prior to booking. My professional fees are subject to review and may increase from time to time. You will always receive confirmation of the professional fees before booking.

## Payment Methods

Payment may be made online via credit/debit card or PAYPAL™. Payment for in-person sessions can also be made via credit/debit card at the end of your session. Cash and cheques will not be accepted without prior agreement.

## CONTACT BETWEEN SESSIONS

Any contact between sessions will be by telephone, email or letter during office hours. Any messages received outside of these hours will be dealt with during office hours only.

## MEDICAL OR PSYCHOLOGICAL CONDITIONS

I may ask questions about your medical history to establish any contra-indications to treatment. This will also help to assess whether your health is affecting (or being affected by) the therapeutic goals you wish to achieve. Please update me of any medical changes during your course of therapy, or if you are returning to therapy after a period of absence.

If you are receiving care or treatment from any medical, healthcare, or therapy practitioner, e.g. GP, Psychologist, Psychiatrist, or Counsellor, you may be asked to seek their permission before any therapy sessions can commence.

**Please note that I will be unable to offer my professional services if you suffer from epilepsy or any form of psychosis.**

## AGE RESTRICTIONS

You must be at least 18 years old to participate in online sessions. Clients under the age of 18 years old must be accompanied by a parent or guardian and will be seen in person.

## ATTENDING YOUR SESSIONS

Please ensure that you are available at your session start time. If you are running late, please let me know as soon as possible. I will do my best to make a full session available, however, as the ability to do this will depend on bookings after your session, this cannot be guaranteed.

## HYPNOTHERAPY RECORDINGS

Hypnotherapy recordings should not be listened to whilst driving, operating machinery or undertaking any other activity where concentration is required. Any recording provided is for your personal use only and must not be shared, lent, copied or sold under any circumstances.

## OUTCOME OF SESSIONS

The agreement to work on the issues presented by you in no way implies or guarantees the resolution of your presenting issue(s). No outcome can or will be guaranteed. However, I will always endeavour to use my best efforts and skills to work towards your goals and intended outcomes.

## STANDARDS OF BEHAVIOUR

During the course of any therapy sessions, I will treat you with respect and not abuse the trust you place in me. I will use best practice at all times in our mutual interest. In return, you undertake not to harm yourself, or any other person, including me, or any property belonging to either me or any other person.

You agree not to attend sessions under the influence of alcohol or recreational drugs, except those medications which have been prescribed by your doctor. If you do attend any sessions under the influence of alcohol or recreational drugs, or demonstrate violent or abusive behaviour, I will cancel the session and may refuse to see you for any further sessions without refunding any payment already made.

## CONFIDENTIALITY

All contact, including sessions, telephone conversations, and emails, will be conducted in confidence and may be recorded. Prior to any recording, your agreement will be sought. All recordings, conversations, and notes will remain confidential, except in the following circumstances:

1. Where you give permission for confidentiality to be broken
2. Where I am compelled by a court of law
3. Where the information is of a nature that confidentiality cannot be maintained, for example:
  - The possibility of harm to yourself or others exists
  - In cases of fraud or crime
  - When minors (under 18 years old) are involved
4. Where a referring GP or other healthcare professional requires a report. A copy of the report will be available on request.

## LIABILITY & INDEMNITY

Under no circumstances will **Rosemary (Rosie) McAloon** be liable for any damages, including without limitation, direct, indirect, incidental, special, punitive, consequential, or other damages (including without limitation lost profits, lost revenues, or similar economic loss), whether in contract, tort, or otherwise, arising out of the advice or information provided to you during professional services provided by **Rosemary (Rosie) McAloon**. In addition, you agree to defend, indemnify, and hold **Rosemary (Rosie) McAloon** harmless from and against any and, all claims, losses, liabilities, damages, and expenses (including legal fees) arising out of your participation in the professional services provided by **Rosemary (Rosie) McAloon**.

## GOVERNING LAW

These terms and conditions and any other matters arising out of or in relation to these terms shall be governed by and construed in accordance with the laws of the **Federal Republic of Germany**. You agree to submit to the exclusive jurisdiction of the **German** courts to settle any dispute which may arise out of or in connection with these terms and conditions. The place of jurisdiction is my billing address. Deviating agreements to this treatment contract are only effective if they have been agreed upon in writing.

## TERMS AND CONDITIONS UPDATES

These terms and conditions are subject to revisions without notice. Please familiarise yourself with any amendments if you have re-started therapy with me after a long period of absence.

## DATA PROTECTION

For my services, your personal data is collected, processed, used, and stored in accordance with the following privacy policy: **EU General Data Protection Regulation (GDPR)**. By booking an appointment, you signify your acceptance of this Privacy Policy. If you do not agree to this policy, please do not book an appointment. The terms of this Privacy Policy may change from time to time without prior notice to you, so please check my website periodically for any changes.

### Contact form

If you submit inquiries to us via our contact form, the information provided in the contact form as well as any contact information provided therein will be stored by us in order to handle your inquiry and in the event that we have further questions. We will not share this information without your consent.

The processing of these data is based on Art. 6(1)(b) GDPR, if your request is related to the execution of a contract or if it is necessary to carry out pre-contractual measures. In all other cases, the processing is based on our legitimate interest in the effective processing of the requests addressed to us (Art. 6(1)(f) GDPR) or on your agreement (Art. 6(1)(a) GDPR) if this has been requested.

The information you have entered into the contact form shall remain with us until you ask us to eradicate the data, revoke your consent to the archiving of data, or if the purpose for which the information is being archived no longer exists (e.g., after we have concluded our response to your inquiry). This shall be without prejudice to any mandatory legal provisions, in particular retention periods.

## REQUEST BY E-MAIL, TELEPHONE, OR FAX

If you contact us by e-mail, telephone, or fax, your request, including all resulting personal data (name, request) will be stored and processed by us for the purpose of processing your request. We do not pass these data on without your consent.

These data are processed on the basis of Art. 6(1)(b) GDPR if your inquiry is related to the fulfilments of a contract or is required for the performance of pre-contractual measures. In all other cases, the data are processed on the basis of our legitimate interest in the effective handling of inquiries submitted to us (Art. 6(1)(f) GDPR) or on the basis of your consent (Art. 6(1)(a) GDPR) if it has been obtained.

The data sent by you to us via contact requests remain with us until you request us to delete, revoke your consent to the storage, or the purpose for the data storage lapses (e.g., after completion of your request). Mandatory statutory provisions – in particular statutory retention periods – remain unaffected.

## CONCERNS & COMPLAINTS

If you have a concern or complaint regarding your therapy, please discuss this with myself in the first instance and I will endeavour to resolve the issue.

## STATEMENTS OF UNDERSTANDING

By signing the Client Agreement, you agree to abide by the terms and conditions of the Client Agreement. You also agree with the statements below:

I confirm that I have been advised by (Rosie) Rosemary McAloon of the scope of the therapies that she provides and give my full consent to receiving therapy sessions from (Rosie) Rosemary McAloon.

I understand that results may vary from person to person and the agreement by (Rosie) Rosemary McAloon to work on the issues or problems presented by me, using whatever therapies are appropriate to my situation, in no way implies or guarantees the resolution of any presenting problems or issues.

I understand that **hypnotherapy** or any other therapy or information provided by (Rosie) Rosemary McAloon either in person or via telephone, email, or internet, is **not a replacement or substitute** for **medical psychological**, or **psychiatric treatment**. If I have any doubts or concerns about my health, I will seek advice from an appropriately qualified healthcare professional.

I declare that, if advised by (Rosie) Rosemary McAloon prior to or following any therapy sessions, to seek medical approval, I will consult with my GP, hospital consultant and/or other healthcare professional and gain the appropriate written approval (Rosie) Rosemary McAloon prior to the next therapy session.

I have been advised that I am free to terminate any or all sessions at any time.

I understand that my level of motivation is vital in the therapy process, and I agree to participate to the best of my ability at all times, including making reasonable use of therapeutic suggestions during and between sessions, as well as listening to MP3 recordings and/or carrying out other therapeutic tasks as appropriate.

I have accurately and truthfully answered any questions and provided background information during the initial consultation and /or first therapy session and will continue to do so during any subsequent therapy sessions.

## **CONFIDENTIALITY**

By signing this form, I consent that (Rosie) Rosemary McAloon may release information to a specific individual or agency if it has been determined that a vulnerable person (child or elder) is at risk; if I, as a client, am in imminent danger to myself or others; or if a subpoena of records has been requested.

I also understand that, at any time, (Rosie) Rosemary McAloon may discuss aspects of my case with other colleagues keeping my full name and identity completely confidential always unless I have given permission otherwise.

