



EMMA HEYWOOD  
HYPNOSIS

## **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 this course of therapy.

### **FREE INTRODUCTORY CALL**

You may be offered a free 15 minute introductory call. During these calls, estimates of the number of sessions required to deal with your presenting issue(s) are given on the basis of the information presented at that time. Estimates are only rough guidelines and are subject to change.

### **RTT**

If we decide that the RTT experience is the right fit for you, you will be sent a Google form and we next book our 60 minute coaching call. Within at least a day following that call we move on to the full 2 hour RTT session.

## **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, phone call, or text message at least 24 hours prior.

### **Refunds**

No refunds will be issued for cancellations within 24 hours.

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.

## **CONTACT BETWEEN SESSIONS**

Contact between sessions will primarily be by phone call, text message, email, and only zoom call if deemed necessary. Availability by the practitioner is fully given in the 3 weeks following our first call, but once the 3 week experience is over, responses may not be as swift. If clients purchase the 6 week experience or more, availability from the practitioner is given throughout that whole time of whichever package is purchased.

## **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.

If you are on any medication do not stop taking your medication without contacting with your doctor or psychiatrist.

## **AGE RESTRICTIONS**

You must be at least 18 years old to participate.

## **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(s) 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 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 Emma Heywood and Emma Heywood Hypnosis 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 Emma Heywood and Emma Heywood Hypnosis. In addition, you agree to defend, indemnify, and hold Emma Heywood and Emma Heywood Hypnosis 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.

## **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 to the law of Washington State and the United States of America. You agree to submit to the exclusive jurisdiction of the United States' courts to settle any dispute which may arise out of or in connection with these terms and conditions.

## **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 my privacy policy form sent to you. 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.

## **CONCERNS & COMPLAINTS & SIDE EFFECTS**

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

During hypnosis, clients may experience some release of emotions such as crying, yawning, laughing, tingling sensation, deep relaxation, and slow movement. Other side effects can include sleepiness, emotional, exhaustion, anxiety, poor sleep, nausea, flu like symptoms, diarrhea, frequent urination, which is perfectly normal and is the body's way of releasing. This can vary from person to person. Change can be acquired in a variety of ways, sometimes instantaneous, sometimes cumulative, and sometimes over a longer period of time. The client must be willing to fully participate in the session, implement the practitioner's recommendations, and listen to the audio daily for at least 21 days, possibly longer.

### **PHYSICAL CONTACT IN SESSION**

In person sessions, the practitioner may tap the clients forehead and lift the clients arms to contribute to the deepening and relaxation process of hypnosis. By signing this form you consent to being touched in this way in the RTT session. If you wish to not be physically touched, you agree to let the practitioner know right away or if this changes at any point throughout working together.

### **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 Emma Heywood of the scope of the services that she provides and give my full consent to receiving these services from Emma Heywood.

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

I understand that hypnosis or any other tools or information provided by Emma Heywood 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 appropriate qualified healthcare professional.

I declare that, if advised by Emma Heywood prior to or following any sessions, to seek medical approval, I will consult with my GP, hospital consultant and/or other healthcare professional and gain the appropriate written approval for Emma Heywood prior to the next 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 process and I agree to participate to the best of my ability at all times, including making reasonable use of coaching suggestions during and between sessions, as well as listening to my personal recordings and/or carrying out other tasks as appropriate.

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

### **CONFIDENTIALITY**

By signing this form, I consent that *Emma Heywood* 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, *Emma Heywood* may discuss aspects of my case with other colleagues keeping my full name and identity completely confidential always unless I have given

permission otherwise.

## DISCLAIMER

### Liability

I, \_\_\_\_\_, hereby release *Emma Heywood* from any liability or claims that could be made against her concerning my mental and/or physical well-being during the work that has been outlined and agreed upon (now and in the future) by filling out this form.

### Scope of Practice

I understand that *Emma Heywood* is not a licensed physician, psychologist, or medical practitioner of any kind and that hypnotherapy and RTT should not be considered a replacement for the advice and/or services, of a psychiatrist, psychologist, psychotherapist, or doctor.

### Participation

I give *Emma Heywood* full permission to hypnotize me and to use Rapid Transformational Therapy® knowing that by participating fully in the process and by listening to my personalized recording(s) for minimum 21 days I play an important role in my overall success.

### Guarantee

I understand that although Rapid Transformational Therapy® has an incredibly high success rate, *Emma Heywood* cannot and does not guarantee results since my own personal success depends on many factors that *Emma Heywood* has no control over, including my willingness and desire to affect the changes inside of myself.

### Audio Recording(s)

I give *Emma Heywood* full permission to make audio recordings. I understand that if a recording(s) are made during or after my session(s) *Emma Heywood* retains full copyright over any forms of media that may be produced and distributed to me.

### Deepening Process

During an in-person session I hereby grant permission to *Emma Heywood* to respectfully lift my arm, touch my shoulder, or rock my head during my Rapid Transformational session(s) in order to help facilitate the deepening process.

### Confidentiality

By signing this form, I consent that *Emma Heywood* 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, *Emma Heywood* may discuss aspects of my case with other colleagues keeping my full name and identity completely confidential always unless I have given permission otherwise.

# PRIVACY POLICY

This is to inform you what data I am collecting from you and what I intend to do with it.

## What data do I keep and why do I need it?

**Name and age** – this is basic information that helps me get to know you.

**Address, email address, phone number** – I use this as a way of contacting you regarding your sessions. I will mainly use the method you first contacted me on but if I cannot reach you, I will try a different method.

**Emergency Contact/medical professional's details** – If I was worried that you were at risk then I may need to contact your emergency contact or medical professional, if I can. I will let you know when/if I am going to do this.

**Session notes** – I keep brief notes of our session(s) by hand, stored safely and locked. A copy of the Google intake form is online and password protected.

## Will I share your data and if I do, who will I share it with and for what purpose?

It is very unlikely that I will share your data. I will not sell it on or use it for unethical reasons. I may have to share it if my notes are subpoenaed by court, if you or anyone you tell me about is at harm or risk of harm I may have to pass this information on. I may also discuss your case during supervision but I only use your first name.

## How will I store your data?

Session notes are mainly stored as hard copy in a locked filing cabinet. Online intake forms and written copies of personalized recordings are stored to my password protected computer. Your phone number(s) will be kept in my cell phone with your first name and last initial. Only I will access your information and it is also password protected.

## How long will I store your data for and how will I dispose of it?

I will keep your details and session notes for the time required by my insurer (currently 7 years).

After this time I will destroy any document with your personal information and delete your phone number out of my mobile phone.

## Consent

If you consent to me using your data in this way, please sign below.

**Full Name:**

**Signature:**

**Date:**

**Name of Practitioner: Emma Heywood**

**Signature of Practitioner:** *Emma Heywood*

