
ACCOMPLISH CHANGE CLINICS THERAPY AGREEMENT

This Agreement is made between Aisling Killoran or Ray Manning (your therapist) of Accomplish Change Clinic and you, our client. Please read this document carefully and ensure that you fully understand its contents. You must confirm that you have read, understood and have freely given your consent to engage in therapy and separately, that you have also given your Consent under the requirements of GDPR 2018. Further details are available on www.GDPRandyou.ie

1. Confidentiality:

Your therapist, Aisling or Ray will treat you, our client and your voluntary disclosure of sensitive and personal information in a confidential manner and per GDPR, except in the following circumstances:

- 1) Concern about actual or possible serious physical harm or death, including threatened suicide or terrorism. 2) Under Children First: National Guidance for the Protection and Welfare of Children, 2017: Disclosure of a named child abuser (a child is 18 or under) or abuse (including bullying) towards vulnerable persons by a Client or child, including historical cases, requires mandatory referral of suspicions or reasonable grounds concerning bullying to the HSE Duty Social Worker (full details on www.tusla.ie). 3) Anonymously, as part of professional supervision.

You, as our client are requested to keep your sessions confidential to support your outcome.

Respect for the Rights and Dignity of a Client:

We, as your therapist, will not intentionally intrude on matters that do not relate to therapy; your dignity as our client will be respected, including your moral and cultural values.

2. Competence:

It is warranted that the Therapist in providing the services, has the adequate skills to provide the service as per the standards and Code of Ethics. Please review our website for more detail www.accomplishchange.ie and the Client hereby acknowledges and confirms that they have read the information provided on the website and is satisfied with the Therapist's qualification to provide the services.

3. Shared Responsibility:

We as your therapist will assist you in achieving a realistic outcome and will act in a trustworthy, reputable and accountable manner to provide the service.

You as our client will agree to fully cooperate and commit with your therapist to achieve the best outcome. You may be required to journal and/or undertake exercises between sessions. You are required to participate fully in the therapeutic process and agree to use your best efforts to undertake such actions if requested to do so by your therapist.

4. Code of Ethics:

We, as your therapist will honour professional commitments and treat you with respect, fairness, openness and honesty in a non-judgemental manner. We will answer all questions you may have, to the best of our ability.

In the event of a conflict of interest arising, we will address the matter as soon as reasonably possible and make alternative suggestions in seeking out alternative therapy.

5. Session and Treatment details:

Your first session involves clarifying details of the Agreement, completing a detailed Client Intake and answering any questions.

It is an opportunity to build trust and decide whether the parties are a good match.

An evaluation of your needs will inform agreed goals and help to identify steps to achieve a realistic outcome (this plan may be amended as therapy progresses).

By the end of the session, the Therapist will discuss and agree on the most appropriate intervention.

As Therapists, we do not treat serious depressive disorders or psychosis e.g. schizophrenia, which is the remit of a psychiatrist.

A session lasts approximately one hour and will generally take place weekly, bi-weekly or monthly as agreed by parties, face to face or on a secure online platform, by mutual consent. It is your responsibility to arrive on time, as delays cannot be made up at the end of a session.

- 1. Fees:** For flow and ease, payments are to be paid at the beginning of the session, so that we can commence your session. Payment can be paid online before the session, or through Revolut, Stripe or IBAN.
- 2. Cancellations:** 24 hours' notice is requested, otherwise full payment is required. Please think of others that could avail of the appointment.

3. Online and in therapy sessions may not be recorded:

You, our client agree not to record sessions or allow a third party to access the therapy hour; to do so would be considered a breach of privacy and Client confidentiality.

For online sessions Zoom professional is purported to deliver one of their most advanced security enhancements, however, we are not responsible for any breaches of security by a failure of this system.

4. Professional Standards – Complaints

If you feel unfairly treated during sessions, please raise the matter with your Therapist as soon as possible. If a resolution cannot be found, you can request a complaint form from

www.eaph.ie/#contact.

5. Record Keeping

Under GDPR, all client files are confidential and can only be accessed by the Therapist subject to the exceptions provided in this Agreement. They are held in a secured area for a minimum of six years following completion of therapy and then shredded.

6. Termination of Therapy:

Therapy can be terminated at any time, either by you or your therapist. If therapy is terminated by us, you will be given the reason why and offered alternatives if requested.

7. Selfcare between Sessions.

The Client may be required to do self-care interventions.

Doing so helps to maximise the benefit of therapy and the services provided and it helps to generate meaning and insight in-between sessions.

8. Next of Kin

In the unlikely event of you becoming ill or requiring assistance, you expressly grant consent to us, as our duty of care to contact a family member, next of kin as given in the form on the final page of this Agreement.

9. Disclosure and Disclaimer

Services offered are not intended to substitute those provided by a mental health professional (doctor, clinical psychologist or psychiatrist).

As your therapist we are not allowed to diagnose, offer a prognosis, treat or cure medical conditions, illnesses, or diseases; neither do we write reports for Solicitors, if litigation is involved with a third party.

If you are experiencing any mental health issue, you must consult with a mental health provider first, before exploring alternatives to traditional medicine.

If you are taking medication; you must not discontinue taking same without their doctor's consent.

Results may vary, and results and desired outcomes cannot be guaranteed as they are dependent on factors including but not limited to the Client's background, discipline, readiness for change and commitment to the process.

Privacy Notice

10. Information Collected and how it is used:

We, as your therapist, shall only request information from you that relates to your presenting issue(s) to provide the services. Except for circumstances outlined under the Confidentiality section of the Agreement, no identifiable information will be passed to a third party.

11. Client's Rights

You must ensure as far as practicable that the information supplied to us as your therapist is accurate and kept up to date.

You have the right to review information held by the Therapist at any time, and requests for this information must be made in writing to us, your therapist who shall provide the information within 30 calendar days from the receipt of the written request.

You may be requested with additional information for us to properly identify the information sought.

You have the right to request that your confidential information be erased/shredded, subject to us no longer having a legitimate purpose to retain the information.

12. Disclaimer & Security

Industry-standard cybersecurity measures are used to protect your information and to prevent the loss, misuse or alteration of any information.

We as your Therapist will use reasonable endeavours to ensure that such information is kept as secure as possible. Your contact information and/or personal details are not shared with anyone unless required to do so by law per the permitted exceptions provided under this Agreement.

The transmission of information via the internet is not completely secure and it is hereby acknowledged and agreed by the parties that a breach of the confidentiality provisions of this Agreement caused by the transmission of the information through the Internet shall not be construed as a breach by the parties of the confidentiality obligations under this Agreement in so far as the parties can demonstrate that all reasonable efforts have been made to secure the confidential information.

Consent under GDPR 2018

You hereby acknowledge and agree to have read the below information in respect of the requirements applicable under the GDPR and by signing this Agreement expressly gives consent to us as your Therapist to collect Personal Data following and subject to the provisions of the GDPR in respect of the collection, storage and processing of personal sensitive data.

1. If working with minors (under 18), we will request explicit written consent from all parents/guardians to obtain and maintain this information.
2. The information obtained by us will only be used for the reasons outlined when obtaining the information and to provide the service.
3. Identifiable information will not be disclosed to third parties save with the express consent of you, our client to properly provide the Service provided, always that if identifiable information is disclosed to third parties, we will ensure the party is under confidentiality obligations which are at least as restrictive as this Agreement.
4. Identifiable information may be disclosed under the exceptions provided in Clause 1 (Confidentiality) of this Agreement.
5. We as Therapists of Accomplish Change Clinic may at times contact you about upcoming events, retreats, workshops or follow-up enquiries about your progress.
6. You may withdraw consent to the processing and collection of Personal Data at any time by emailing us hello@accomplishchange.net

7. All information disclosed shall be stored securely and we shall have technical and organisational measures in place to prevent unauthorised use of your data and confidential information.
8. If any of the Confidential Information and personal data has been lost or compromised, we shall notify you without undue delay and the Data Protection Commissioner and will use all reasonable endeavours to retrieve your data and prevent same from further disclosure or unauthorised use.
9. The Confidential Information shall be retained for as long as legally required, in pursuance of this Agreement. You as our client can request that personal data held inaccurately is corrected.
10. You have the right to request all of the personal data held by us and any request for the Client's data should be emailed directly to the Therapist.

GENERAL TERMS AND CONDITIONS SCHEDULE

13. Commencement and Term

- We shall provide the Services to you on the terms and conditions of this Agreement.
- We shall provide the Services from the Commencement Date and shall continue to provide the Services throughout the term.
- This Agreement shall come into force on the commencement date and continue for a period needed for the treatment of you as agreed upon the first session and after the term, if more treatments are needed for other issues and shall continue to operate unless this Agreement is terminated by one of the parties by giving notice in writing, by email or text of fourteen working days) to the other Party.

14. Therapist Responsibilities

We as Your therapist shall:

- Provide the services to you per the Agreement.
- Provide the Services with reasonable care and skill.
- Ensure that we have professional indemnity insurance and produce evidence of same upon the request of the Client within a reasonable timeframe.
- Promptly inform you of any cancellation and offer a re-scheduled appointment as soon as reasonably possible.
- Ensure that your confidential information is protected at all times, by endeavouring to use appropriate technical measures to safeguard your Confidential Information but in any event using the same degree of care as your therapist to safeguard your confidential information.

15. Client's Responsibilities

You are requested to share with us all matters that are required for the effective provision of the Services.

Provide such information to us that it is considered necessary for us as your Therapist to provide the services.

Duly discharge the Fees per this Agreement.

16. Insurance

We as your therapist shall, during the terms of this Agreement, maintain in force with a reputable insurance company, professional indemnity insurance with a minimum cover as it is standard in the Therapist's profession and shall on the Client's request, produce evidence of the Insurance Certificate giving details of cover and the receipt for the current year's premium.

We shall not cause anything to be done which could invalidate any insurance policy or to prejudice your entitlement under it and shall notify you if any policy is or will be cancelled or its terms are or will be subject to a material change.

17. Confidentiality

Both parties undertake that each shall not at any time during this Agreement and for seven years after termination of this Agreement disclose to any person any confidential information of the other party subject to the exclusions provided for in this Agreement.

The Therapist shall only use the Confidential Information for the sole purpose of providing the Services.

18. Fees and the Cancellation policy

Fees are payable in advance and may be subject to Value Added Tax.

Before an appointment, fees must be discharged in full and appointments can be made by phone, email or through our website www.accomplishchange.ie

Confirmation shall be sent to the Client with the date and time of the appointment.

Fees are immediately due on booking an appointment and refunds shall only be provided if 24-hours prior notice is given to the Therapist in writing by sending a text or email.

Clause 6 is without prejudice to the rights of the Client under the EU Directives. You are permitted to cancel the Agreement within 14 (fourteen) days from the execution of the Agreement. Services already provided shall not be reimbursed and the same does not affect the Client's rights under the EU Directive.

19. Termination

You may terminate this Agreement within 14 (fourteen) days from the date of execution of this Agreement per the EU Directives.

Each Party may terminate this Agreement if there is a material breach of this Agreement, provided that the defaulting Party has been afforded at least 30 days to remedy the breach. Should the breach continue beyond the notice period the parties may terminate the Agreement.

Should this Agreement be terminated all fees payable under this Agreement shall be immediately due and in the case you, as our client terminating the Agreement for a material breach, a refund shall issue in respect of pre-paid fees provided proper notice has been given to the Therapist to remedy the breach.

20. Indemnity

We shall keep our Clients indemnified to the limit of our Professional Indemnity Insurance policy cover according to the warranties furnished to the Client under Clause 2 (Competence) of this Agreement against any claims made by the Client for any liability, loss, damage, injury, cost or expense sustained by the Client to the extent that such liability, loss, damage, injury, cost or expense was caused by or relates to or arises from the provision of services as a consequence of the breach or negligent performance, or failure by the Therapist to provide the services by Clause 2 (competence) of this Agreement.

21. Limitation of Liability

Except for our obligations, as therapists provided under Section 25 of this Agreement (indemnity) or damages resulting from the death or bodily injury arising from either party's gross negligence or wilful misconduct and the right for us to collect unpaid fees due under this Agreement to the extent permitted by law, the total cumulative liability of each party arising out of or related to this Agreement or the services provided hereunder, whether based on Agreement, tort (including negligence, breach of the statutory duty to include breaches under the GDPR or any other legal or equitable theory, shall be limited to the amounts paid by the Client to the Therapist for the service, giving rise to the claim during the 12 months preceding the first event giving rise to liability.

The existence of more than one claim shall not enlarge this cumulative limit. The parties further acknowledge that the Client may have statutory rights against the Therapist and the Client acknowledges and agrees that any amounts recovered by the Client against the Therapist under such rights shall be aggregated with any other claims hereunder for purposes of the cap on damages set forth above.

22. Force Majeure

If either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any cause beyond the reasonable control of the party, invoking this provision (including without limitation, for causes due to fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated party, pandemic, epidemic or other similar causes) the affected party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence, provided that the affected party provides the other party with prompt notice of nature and expected duration of the force majeure events, endeavours to use reasonable efforts to address and mitigate the cause and effect of such force majeure event and provides periodic notice of relevant developments and provides prompt notice of the end of such force majeure event. Obligations to pay are excused only to the extent that payments are entirely prevented by the force majeure event

23. Severability

If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect.

Interpretation

24. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

“Business day” means Monday to Friday inclusive excluding public holidays in Ireland.

“Commencement Date” means the date that this Agreement is executed by the Parties.

“Confidential Information” means any information of a confidential nature disclosed by a party (“The Disclosing Party”) to the other Party (“The Recipient”) whether such information is in writing or oral form which the parties due to the nature of the information would consider same to be Confidential and in any event information which a reasonable party should consider or ought to consider to be confidential but for the avoidance of doubt, confidential information shall not include the following:

- (a) Information that becomes available in the public domain without fault of the Disclosing Party or was publicly available at the time of disclosure
- (b) Is received from another source who can disclose it lawfully and without any obligation to keep it confidential.

“Consumer Protection Acts” shall mean the Supply of Goods and Provision of Services Act 1980, the Consumer Protection Act 2007, the European Consumer Information (Cancellation and other rights) Regulation 2013 (S184/2013) and any subsequent amendments enacted.

“EU Directives” shall mean the European Directive on Consumer Rights 2011/83 EU and any regulations and any amendments thereof.

“GDPR” shall mean The General Data Protection Regulation of the Council of the European Union (EU) 2016/679 and the Data Protection Act 2018 and any subsequent amendments.

“EIDAS Regulation” shall mean Regulation (EU) No 910/2014 of the European Parliament and the Council of Europe and any subsequent amendments.

“Services” shall mean Hypnotherapy, Psychotherapy and or alternative healing therapies as discussed by my therapist that will be provided.

“General Terms and Conditions” shall mean the Terms and Conditions attached to this Agreement and contained in Schedule I of this Agreement which form part of this Agreement and shall affect as if set out in full in the body of this Agreement. Any reference to this Agreement includes Schedule I.

Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular. A reference to one gender shall include a reference to the other genders.

Entire Agreement

25. Entire Agreement

This Agreement is the final, complete and exclusive expression of the Agreement between the parties regarding the services provided under this Agreement. This Agreement supersedes and replaces any prior Agreement and the parties disclaim any reliance on all previous oral and written communications, representations, proposals, understandings, undertakings and negotiations concerning the provision of the services hereof and apply to this exclusion of any other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. This Agreement may only be changed by a written agreement signed by an authorised agent of both parties.

26. Governing Law and Informed Consent

The terms and conditions of this Agreement shall be governed by and construed by the laws of the Republic of Ireland, and the parties hereby submit to the exclusive jurisdiction of the Irish courts to settle any dispute which may arise in connection with this Agreement.

The Parties Electronic signature confirms the acceptance of this Agreement and such electronic signature shall have the full force and effect as a wet signature in conformance with the provisions of the EIDAs Regulations.

In the event of having no access to an electronic signature, Your consent by email confirms that you have understood the contents and give your explicit consent to the above.

Your point of contact:

Aisling Killoran 087 1352122

Ray Manning 087 6778049