

Privacy Terms, Disclosure and Cancellation Policy

GDPR (General Data Protection Regulation) is the most significant piece of privacy and data protection in twenty years. It came into effect on 25th May 2018 and requires us to ensure that we gain a new data protection and privacy consent from all clients. In it (among other things) we confirm what information we hold about you and how we are permitted to use it. Once you have reviewed the consent form below, please confirm your relationship to the client (if you are not the client) and click on the "Consent" button.

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1. Data Protection

The information you have provided is subject to the General Data Protection Act 2018 (GDPR). By signing this document, you are consenting to Next Steps (the business) processing your data, both manually and by electronic means.

Your data will be used for the sole purpose of administration and management related to any of the therapies, training or events offered by the business.

“Processing” includes obtaining, recording, operating, or holding information or data for legitimate purposes, as required by the business, its insurance underwriters, or any other statutory or regulatory body including, where relevant, debt collection agencies for debt collection purposes.

If at any time, you should wish to withdraw consent to process your personal data, please contact The Data Protection Officer, Victoria Heath, on 01548 312256 or email info@next-steps.org or in writing at Next Steps (Living, Dying, Grieving), c/o Kingsbridge Care Hub, Ilbert Road, Kingsbridge, Devon, TQ7 1DZ.

You may be assured that the business will treat all personal data as confidential and will not process it other than for a legitimate purpose, associated with the service the business will provide you. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorized or unlawful processing, and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal data that is held by the business.

You will not be charged for the business supplying you with such data, however the business does reserve the right to apply a 'reasonable fee' where requests are deemed excessive.

The business will respond to your request within the maximum statutory time frame of 30 days.

2. Data Processing

- Your data will be lawfully and fairly processed in a transparent manner.
- Your data is collected on the grounds of explicit and legitimate purposes only.
- The business will only ask for your data, when necessary, explain if data will be shared and how long it will be kept.
- Your data will be accurate, kept up to date and erased, without delay, should your data no longer be required for the purposes of processing.
- Your data will only be retained for as long as necessary
- Your data will be held securely.

3. What is meant by personal data?

For therapeutic, training and event organizing purposes, the data held by the business may include:

Your phone number(s), email address, postal address, social media account name(s).

- Emails and email attachments, SMS, WhatsApp, Skype, Zoom and Social Media messages we have exchanged.
- Any intake forms / assessments / therapeutic agreements completed during our work together (either in paper format or electronically).
- Brief client case notes.
- Audio/video files of our (online) sessions (where relevant) if you have given explicit consent/requested for these to be recorded.
- Photos of your creative therapeutic work such as art therapy, sand play therapy, picture tapping etc

4. How does the business store your personal data?

- Your contact details, personal information and any written session notes are stored securely in a locked filing cabinet (if in paper form) OR stored electronically on the business PC / hard drive etc as an encrypted, password-protected file. The business has invested in a secure, GDPR-compliant, specialist Client Management System which encrypts its files and offers a high level of cloud-based security.

- Your phone number is stored on the business mobile phone under your first name or initials (no surname is used), as are any SMS or WhatsApp messages and records of telephone calls. The mobile phone is code-locked and/or fingerprint locked and is always kept secure.
- Business email correspondence is password-protected, and the email service provider ensures that the emails are secure and encrypted.
- The business has a policy not to keep detailed notes; however, any session records are kept either as hard copy in a locked filing cabinet OR stored electronically within the secure Client Management System. This system is secured, password protected, encrypted and fully GDPR- compliant.
- Audio/video files are encrypted, password-protected and stored on a password-protected computer which is linked to a GDPR-compliant cloud-based storage solution. Audio/video files do not contain your name or other personal details in the file title.
- Any photos of your creative therapeutic work are anonymous (i.e. no name or initials are used in the file name). They are stored on the business phone until such time that they are uploaded as attachments to session notes on the Client Management System. The business phone is code-locked and kept secure.
- Appointments are booked in the business electronic calendar with your first name/initials or client id only.

5. Why does the business need to hold your personal data?

- To enable the business to communicate with you via phone, email, social media, or post if necessary.
- So that the business has a record of your attendance and a note of important information that may be of significance in our work together.
- For purposes of supervision/mentoring which is a professional requirement for the business as a provider of professional therapeutic services.
- To ensure that, if the therapist finds that there is serious risk to you, or a vulnerable person / child, appropriate safeguarding action can be taken.
- It is a requirement of the business insurance provider, Balens Ltd and the professional organisations of which it is a member, namely NCS/BACP, UKRF, EFTi, CMA, IPHM and College of Sound Healing.

6. When may the business share your personal information with third parties?

The business will **never** pass on your details to a third party for marketing purposes.

There are a limited number of circumstances in which the business may share your personal data and other information with third parties for legitimate therapeutic reasons:

- Where the business is required to do so by a court of law.
- If your safety or that of a vulnerable adult or child is imminently at risk.
- If you request and/or give the business consent to share your information with another health professional for the purposes of improving your care/well-being.

- As required by the business' professional code of conduct, the therapist may discuss some aspects of client work with a supervisor/mentor. This supervisor/mentor is an experienced therapist/practitioner also bound by the rules of confidentiality (and the exceptions mentioned above). All clinical client discussions are anonymised (i.e. only your first name is ever used) and are intended to ensure that the therapist is providing a professional service that is focused on the therapeutic well-being and best interests of the client.

7. Rights of the client

The points below clearly set out the rights to which each client is entitled. Please ask the business for an explanation of each, should you wish to have more information.

- The right to be informed
- The right of access
- The right to rectification
- The right to erasure
- The right to restrict processing
- The right to data portability
- The right to object
- Rights to automated decision and profiling

8. Right to complain

On rare occasions where you believe your data has been wrongfully processed, stored or handled, you have the right to raise a concern with the Information Commissioner's Office (ICO).

Details on how to do this can be found here: <https://ico.org.uk/for-the-public/raising-concerns/>

9. Business-related communication

Occasionally the business may send you business-related communications electronically (via email, social media, Skype or Zoom), via the telephone (conversation, voicemail, SMS or WhatsApp) or by post. Communication may be related to therapy appointments, training courses/workshops onto which you are booked, or scheduled events to which you have subscribed (or have expressed an interest). Business-related communication may occasionally include newsletters or promotions for courses, workshops and events. You have a right to withdraw consent to receive business-related communication at any time.

Information will only be sent where the business feels it to be necessary or appropriate.

10. Cancellation and No-Show Policy

Therapy Sessions

You may cancel or reschedule a therapy appointment **48 hours or more** prior to the start date of the appointment at no charge. If you must cancel or reschedule with less notice, you will be required to pay a charge. This is to cover the cost of room hire and potential loss of the practitioner's earnings.

The amount levied as a late cancellation charge may vary (between 50 and 100% of appointment fee), depending on the length of notice given. If your appointment slot can be reallocated to another client in time, there will be no amount payable. **No-shows will be charged 100%** of the appointment fee.

Under exceptional circumstances, the practitioner may decide to waive a late cancellation fee. This is however at the individual practitioner's discretion and cannot be assumed.

Your signature on both this policy document and the client consultation form, completed before or during your initial client session, indicates your understanding and full acceptance of this cancellation and no-show policy.

Any confirmed appointments arranged via the online booking system (due to be activated shortly) also indicate your understanding and full acceptance of this cancellation and no-show policy.

Should the UK Government, our professional governing bodies, or indemnity insurance providers re-introduce regulations that require the completion of a Covid-19 health questionnaire, and a client refuses to complete such documentation prior to (or on the day of) their appointment, the practitioner reserves the right to cancel the therapy session and record the incident as a no-show. If this decision is taken, the client will be charged 100% of the appointment fee, in accordance with the no-show policy stated above.

Should a therapy session need to be cancelled by the practitioner prior to the appointment date, due to a recorded/suspected incident of Covid-19 within the client's or practitioner's network, no charge will be made. If the client has already paid for their appointment in advance, they can either reschedule their appointment or request a refund.

Scheduled Training Courses and Workshops (referred to as 'events')

You may cancel or reschedule an event thirty (30) or more days prior to the start date of the event at no charge. If you must cancel or reschedule with less notice, you will be required to pay a fee based on the following calculations:

Fifteen (15) days or more, 30% charge of full event price to reschedule or refund

Less than fifteen (15) days, 50% charge of full event price to reschedule or refund

No shows are not eligible for a refund.

Should an event attendee refuse to complete a Covid-19 questionnaire, prior to the event start date, the event facilitator reserves the right to refuse entry and record the incident as a no-show. If this decision is taken, the event attendee will be charged 100% of the event fee, in accordance with the no-show policy stated above.

Should an event be cancelled by the event facilitator, due to a recorded/suspected incident of Covid-19 within the attendees' or event facilitator's network, attendees may either reschedule or request a refund. A discretionary charge may need to be applied if the facilitator incurs any significant event cancellation costs. Please refer to individual event terms and conditions which advise that attendees take out insurance.

Retreats and residential events

Please refer to the separate terms and conditions applicable to the specific retreat/venue you have booked, as individual venues may have different notice period requirements which may impact the rescheduling or cancellation policy.

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Client Declaration and Consent

I have read and understood all the information held within the Next Steps Privacy Terms, Disclosure and Cancellation Policy document, and have been given an opportunity to ask questions for further clarification.

I have been offered a printed copy of this policy document for my records.

I understand that I have a right to withdraw consent by contacting the Data Protection Officer of this business in accordance with the procedures detailed in Section 1 of this policy document.

By pressing the consent button at the bottom of this form and/or signing a paper version of this document, I understand that Next Steps will process my personal data in accordance with the General Data Protection Regulations (GDPR) and in relation to the purposes described in this document.

Consent is given via the electronic submission of this document by completing the form below and pressing on the "Consent" button.

If you wish to discuss any aspects of this policy document or would prefer to sign a printed version of this form, please contact The Data Protection Officer (Victoria Heath) on 01548 312256 or email info@next-steps.org, or in writing at Next Steps (Living, Dying, Grieving), c/o Kingsbridge Care Hub, Ilbert Road, Kingsbridge, Devon, TQ7 1DZ.

Client Signature:

Client Name:

Date:
