**Privacy Policy for Face-to-Face, Online, and Telephone Counselling**

This policy is applicable to all clients receiving my services. It outlines how I handle client information and ensures compliance with my responsibilities under the General Data Protection Regulation (GDPR) 2018, as well as adhering to the standards set by my professional body, the British Association for Counselling and Psychotherapy (BACP).

**Information I Collect**

Initially I will request that you fill out a client details form, which collects your contact information, GP's name, medications, medical conditions, and emergency contact details. I will also provide you with a counselling agreement that we will both sign and formally agree upon. In addition to this, during our first session I will fill out an initial assessment form that will briefly summarise our discussion. Then if you decide to commit to counselling with me I will after every session write brief client notes. Both the initial assessment form and client notes will be coded to protect your identity. However, the information I collect may include personal and sensitive details, depending on what you choose to share with me.

**Storage of this Information**

I print and keep a copy of the client details form, a signed paper copy of the counselling agreement and all client notes in paper form in a locked filing cabinet to which no-one else has access other than in exceptional circumstances (see “Therapeutic Will” below). If you email me, I read the email, deal with it and then usually delete it. The only exception to this is if I feel it is relevant to our work when I will print a copy to keep with your notes.

**Sharing of this Information**

There are four situations where I may share some of your information:

1. **Supervision of Counselling Practice:** I engage in regular supervision to ensure that I provide the highest standard of care and maintain professional and ethical practices. This is also a requirement of my professional body. Supervision is confidential, and if I discuss my work with you during these sessions, your identity will remain anonymous.
2. **Risk of Harm:** If I have concerns about a significant risk of harm to you or someone else, I may need to breach confidentiality to mitigate that risk. Safeguarding is a priority, particularly if the person at risk is a child or appears to be a vulnerable adult. I would typically discuss any concerns with you before taking action. If I believe you are at risk of self-harm, we will talk about how to minimise that risk, and I may involve your GP.
3. **Legal Obligations:** In very rare cases, I may be legally required to disclose information to relevant authorities. This applies if I suspect you are involved in or planning an act of terrorism, drug trafficking, or money laundering. It may also occur if a court orders me to release information related to someone who is under criminal investigation or prosecution.
4. **Third-Party Requests:** If you request that I share information about you and our work together with a third party, we will discuss this in person. If I agree to share the information, I will provide you with a draft of what I plan to send before passing it on.

**Destroying of this Information**

On the advice of my professional body, I keep client notes for seven years after I have completed our work together, at which point they are destroyed. I shred your client details form once therapy has ended and all outstanding fees are paid.

**Therapeutic Will**

In the case of my death, or my becoming incapacitated for an extended period, your name and contact details will be shared with my designated therapeutic executor. This is so you can be contacted to explain what has happened. If it becomes clear I will not be returning to practice, all of my paper-based client details and any email, and mobile phone contacts would be destroyed.

**Your Rights Under GDPR**

Under this legislation you have the following rights:

• To be informed about what information I hold (explained in this document).

• To see the information, I hold on you (except where this might cause ‘serious harm’ to you or a third party). Deciding whether ‘serious harm’ would occur is a complex area and we would seek advice through supervision and our professional body.

• To correct any inaccurate or incomplete personal information.

• To request that your personal information is destroyed. N.B. We can decline this request if the information is needed for us to practice lawfully or competently, or if there is another reason (for example a complaint or legal reason).

**My Devices**

I do not store client personal information on either my computer or mobile phone, apart from email addresses and phone contact numbers whilst therapy is current. I access my emails through my computer and business mobile phone, and texts through my business mobile phone. Both devices are password protected. I do not audio or video record any sessions. While every endeavour is made by me to maximise online and telephone encryption and security, I am operating with the knowledge there is no platform which can guarantee one hundred per cent security of data and that there are steps that you yourself need to take to maximise a secure connection.

**Registration with the Information Commissioner**

I am registered with the Information Commissioner’s Office, ICO number: ZB769206

Any information that I keep is subject to the Data Protection Act 2018. I will notify the ICO should a data breach occur. If you are unhappy with how I have dealt with your information you may make a complaint to the ICO: [www.ico.org.uk](http://www.ico.org.uk)

Privacy Policy Agreed by: Emma Nightingale