



**RAIN OR SHINE**  
LGBTQ+ Affirmative Psychotherapy & Counselling

CJ (Cassie-Joseph) Smith

PgDip (Integrative Psychotherapy)



Registered Member **377209**  
**MBACP**

## My Contact Information

### *Contact Details*

Cassie-Joseph (CJ) Smith Pronouns: they/ them

Location: online via Zoom - to be updated in line with BACP advice on Coronavirus

Website: [www.rainorshinetherapy.co.uk](http://www.rainorshinetherapy.co.uk)

Email- [cjrainorshine@gmail.com](mailto:cjrainorshine@gmail.com)

Telephone: 07597002117

## Counselling Agreement

The decision to enter therapy is a significant commitment. This agreement aims to provide a clear basis for the terms of the therapeutic relationship, so that you can participate on a basis of informed consent. Please take the time to read it carefully before deciding whether to begin therapy together, and feel free to ask me questions about it.

### 1. Professional Accreditation

I am an accredited member of the British Association of Counselling and Psychotherapy (the BACP). I have gone through BACP certified training, and work within their ethical framework, which can be found here: <https://www.bacp.co.uk/events-and-resources/ethics-andstandards/ethical-frameworkforthe-counselling-professions/>

### 2. Confidentiality (and its limits)

Whilst the law<sup>1</sup> and professional codes of conduct commit me to doing my utmost to protect client confidentiality, there are exceptional circumstances where I would be ethically or legally obliged to break this:

### *Ethical Limits to Confidentiality*

If I felt that you or other people identified through the process of psychotherapy were at risk of immediate, serious and sustained harm I would be obliged to report this to an outside agency; for example your GP, social services or emergency services. If I could do so without putting those involved at further risk, and I believed you had mental capacity to understand the decision, I would discuss this with you beforehand.

### *Legal Limits to Confidentiality*

Under UK law, I am legally obliged to report to the authorities client disclosure of involvement in or knowledge of specific illegal activities; and could be required to disclose client information under statutory authority or a court order. In general the threshold where I become obliged to disclose information is lower for harm to children than harm to adults. Please see footnotes for further details.<sup>2</sup>

### *Limits related to Supervision*

I receive clinical supervision to safeguard and enhance the quality of my work. I discuss my client work with my supervisor with the following boundaries in place- this is only:

- in a professional capacity
- in so far as is necessary to maintain the quality of my therapeutic work • I do not disclose details that might reveal my client's identities.

---

## 3. Therapeutic Executor

I have appointed my supervisor as my Therapeutic Executor. This means that in the event of my death or sudden serious illness, they would inform you, attend to your records and help you to find appropriate alternative therapeutic support. To facilitate contacting you they have access to a digital file with details of your name and number. The file is strictly only to be opened in such an emergency.

## 4. Information held about you

### *a. Records*

The following documents are securely stored on encrypted software or password protected digital documents:

- This contract
- your information sheet
- your initial assessment

- brief, anonymised notes for each of our sessions

The documents which contain your name and/ or address are kept separately from those which contain clinical notes, to avoid the possibility of a data breach where personally identifiable information and clinical notes were matched up.

### *b. Data Storage*

Your information is stored securely in electronic records (password protected files/ software). All data that is collected is subject to UK Data Protection Law.<sup>3</sup> This legislation also facilitates you having access on request to your therapy records on request. I can also write reports and letters for other professionals based on your records. I charge for this service at the normal session rate, broken down into 10 minute intervals e.g. half an hour @ £45/ hour = £22.50.

## **5. Appointments and Time Management**

### *a. Frequency and Duration of Sessions*

- Each session lasts for 50 minutes
- Sessions are normally booked weekly, but they can also be booked fortnightly
- The nature of the therapeutic agreement is a regular commitment, and this continuity is an important aspect of the work. I keep the space we agree on just for you, and this commits you to pay for this session unless you cancel it beforehand, either in writing or in session. Cancellation fees apply (please see section c below)
- Breaks to therapy are negotiated on an individual basis, bearing in mind what is best to support your well-being. If you do take a break, you may have to go on a waiting list for an unspecified amount of time before returning to therapy

### *b. Fortnightly Sessions*

- If you have fortnightly sessions, if practically feasible, it is beneficial to begin with 4 – 6 weeks of weekly sessions whilst the therapeutic relationship is being established
- If you have fortnightly sessions you will need to commit to meeting on either even weeks or odd weeks of the calendar, regardless of any holidays, breaks etc. that either of us take

### *c. Cancellations and lateness*

- If meeting at your usual time is not possible on a certain week, if I have alternative slots available I will give you the option to rearrange to a different time in the same week. If these are not available, you will need to cancel
- If you need to cancel a session with less than 48 hours notice you will still be charged for the session, unless there are compassionate grounds not to charge (for example hospitalisation, diagnosis of severe illness, a death in the family).

- Cancellation fees are as follows:

- If you give 2 working days notice you will not be charged
- If you give between 1 and 2 working days notice you will be charged 50% of your normal session rate
- If you give less than 1 days working notice you will be charged full rate

A working day is defined as 24 hours within the Monday- Friday period. Weekends, Bank Holidays and days when I am on annual leave do not count as working days

If I need to cancel a session due to unforeseen circumstances I will give you as much notice as possible and you will of course not be charged

#### *d. Running Late/ Missed Sessions*

- Sessions take place during the agreed 50 minute window
- Should you be running late for a session, I will be available for the remainder of the session, up to a maximum of 30 minutes late
- It is the client's responsibility to remember session. If a client does not show up to a session I do not send out an email reminder, with the exception of those clients with attentional and memory issues
- If I am late for a session, it will run for the full 50 minutes from when I arrive. If my client is not available for that amount of time I will discount the session proportionate to the time used

## 6. Fees and Payment Arrangements

### *a. How much to pay*

- We have agreed a fee of £ 65 per session
- My fee structure is based on a financial capacity based sliding scale. You can find out more and assess where you are on the scale here: <https://rainorshinetherapy.co.uk/costandavailability> . Please ensure you have read this fully before self selecting your fee.
- If, over the course of therapy, your financial capacity changes (either increasing or decreasing) please adjust your session fee accordingly. This includes if you become no longer eligible for a concessionary/ solidarity rate. If you become eligible for a concessionary or solidarity rate, you may need to go on a waiting list for it.

### *b. When to pay*

The session fee should be paid during the 24 hours before the session at the earliest and within 24 hours of the session finishing at the latest

### *c. How to Pay*

If working online payment can be made by bank transfer  
My account details are:

BANK: Royal Bank of Scotland

Account name: SMITH CL Sort Code:  
16-23-28

Account number: 10165640

BIC: RBOSGB2L

IBAN: GB95RBOS16232810165640

If working face to face payments can be made either by bank transfer or debit/ credit  
card payment

### *d. Fee Increases*

I will give clients at least 3 months' notice of fee increases.

### *e. Non-payment*

- It is the client's responsibility to pay for sessions in the 48-hour period falling 24 hours before and 24 hours after the session.
- If a client regularly does not pay in a timely fashion, measures they can put in place to ensure this happens will be discussed in session. If non-payment is a chronic issue I reserve the right to terminate the contract
- A session will not go ahead if a previous session has not yet been paid for
- If you anticipate that you may no longer be able to afford therapy, it is your responsibility to be transparent about this at your earliest opportunity.

## 7. Breaks and Endings to Therapy

### *a. Holidays and time off*

I take several weeks annual and study leave per year. I will advise clients of these breaks at least 28 days in advance. I may need to take time off to attend personal appointments or to take sick leave at shorter notice.

### *b. Endings to Therapy*

#### *i. Other kind of support is needed*

During therapy sessions it may become apparent that you would be better supported by a therapist with a different specialism or through a non-therapeutic form of support. If this is the case, I will discuss this with you and help you to find a suitable professional working in this area.

## ii. Client chooses to leave

The agreement to work together is a non-binding contract. Clients are free to terminate our therapy work together at any point.

## iii. Unacceptable behaviour

I reserve the unconditional right to refuse to work with clients in the event of arrival for a session under the influence of illicit (non-prescribed) drugs, including alcohol, or in the event of abusive behaviour. If you take prescribed drugs that might make you appear inebriated, please inform me.

## 8. Special Policies

I have special policies for:

- Addressing Power and Difference in the Therapeutic Relationship
- Working with Poly and Kinky clients
- People who pay for Therapy on behalf of Young People/ Dependants

These can be found in the client's area of my website. Some policies are password protected and these passwords are shared on a case by case basis, depending on their relevance to the client

## 9. Contact Outside of Sessions

### a. Social Media

I do not accept friend requests from clients as this can jeopardise the professional boundaries of the counselling relationship, as well as their confidentiality. You are welcome to follow "Rain or Shine Psychotherapy and Counselling UK" social media. Links can be found at the top of my website.

### b. Email

I use email to make practical arrangements, not to engage in therapeutic interventions. If such interventions are necessary I will suggest we discuss these in session. I may signpost over email.

### c. Seeing each other outside of Sessions

If we bump into each other outside of therapy sessions, I will only speak with you if you initiate the conversation. This is to maintain your confidentiality and avoid you having to explain who I am to anyone.

### d. Clients who are friends with each other

Whilst I do not work with clients who are partners or related to each other, I occasionally work with clients who are friends. If this is the case, the other person may mention you in therapy. Therefore, you may wish to agree boundaries as to what you can each share with me about each other.

## 10. Online Working

In order to do online therapy effectively and safely:

- You must have a confidential space to speak in
- You must have an adequate Wi-Fi connection
- If you are at home, it must be safe for you to receive psychotherapy in that environment

It is your responsibility to manage your environment (for example, noise, distractions etc.) so that you get the most out of therapy.

## 11. Right to Complain

In the event of a complaint, if you feel safe and able to do so, I welcome you bringing this to me directly, as this may give us an opportunity to resolve the issue. However, you have a right to complain directly to my regulatory body #the BACP) and should do so if you feel this is the most appropriate course of action. You can find details on how to do so here: <https://www.bacp.co.uk/about-us/protecting-the-public/professional-conduct/how-to-complain-about-abacp-member/>

**I confirm I understand and agree to this contract, including as it relates to (please tick):**


- Cj Smith's contact details and BACP number
- Cj Smith's professional accreditation
- Confidentiality and its limits as they relate to ethics, the law and supervision
- The role of therapeutic executor and how it is put into practice
- What information CJ holds about me, how it is held securely, and how I can get access to my therapy records
- The timing, duration and regularity of our appointments
- Fees and payment arrangements
- Breaks and endings to therapy, including circumstances where CJ could no longer work with me
- Any special policies that apply to me
- Contact outside of sessions
- Online working
- My right to complain

**and I agree to it as it stands**

Client name.....

Therapist name.....Cassie-Joseph Smith

Client signature.....

Therapist signature..... 

**Please read my privacy policy. I link to this can be found at the footer/ bottom of my webpage. I consent to my data being stored and processed according to GDPR and Data Protection Law**

Date.....

\_\_\_\_\_ <sup>2 1</sup> The right to confidentiality is enshrined in law and can only legally be broken where the need to protect an individual or the public interest outweighs that right.

<sup>2</sup> Related to the first category, I would be obliged to report disclosure of client involvement in or knowledge about:

- Activities covered under anti-terrorism legislation. This relates to the Terrorism Act 2000
- Activities covered under the Drug Trafficking Offences Act 1986 and Criminal Justice Act 1993
- information about the whereabouts of certain vulnerable missing children. This relates to children who are in care, under police protection or subject to an emergency protection order under the Children Act 1989

Related to the second category, if required to by someone with statutory authority or served a court order, I would be obliged to disclose client notes or information in the following cases:

- if a client had told me they were the driver in a serious road traffic accident. (Road Traffic Act 1991)
- If required by a Serious Crime Disclosure Order. This would be through the Serious Crime Act 2007
- If required to produce evidence about the cause of death of a client. (Coroner's and Justice Act 2009 )
- If compelled by a court of law to disclose. This would be through court order or subpoena
- If the non-payment of fees results in legal action (I make every effort to resolve such disputes informally to avoid having to break confidentiality)

<sup>3</sup> the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).