Terms and Policies and Privacy Statement

Dr Panagiotis Bouzianis, Counselling Psychologist

Panos Bouzianis LTD (13599865)

My office address is 7 Bell Yard, London WC2A 2JR. My phone number is 07365 373720. Email: pbouzianis@pm.me , Website: www.pbouzianis.co.uk. **Please have a careful read through my General Terms, Policies and Practice Information and my Privacy Statement (GDPR) below. You can find those on my website.**

General Terms, Policies and Practice Information

1. **The Basics**
   a) I offer therapy primarily in-person and remote sessions are offered only exceptionally.
   b) Therapy takes place usually once weekly but we may meet more frequently if we agree that this may be more helpful or productive. I do not normally offer fortnightly or less frequent sessions.
   c) During the initial consultation or assessment (lasting anywhere from 1 to 4 sessions) we will discuss your therapy needs, see if we are a good fit to work together and define the direction and aims of your therapy. The initial consultation is paid only if we decide to continue working together, otherwise it is free of charge. In some cases, we may spend a few more initial sessions ("preliminary") before we decide whether and how we can work together. If we then decide not to work together, I **may** waive the fee for these sessions.
   d) My standard fee is £120. I also operate on a sliding scale basis (between £75.00 and £150.00) to adjust for individual circumstances, and this will be agreed upon starting therapy.
   e) Sessions last approximately 50 minutes. Depending on what is discussed, and usually later in the course of therapy, sometimes we may end a session on an important question, conclusion or impasse.
   f) I have a **48-hours notice cancellation policy (working hours)**. If we can reschedule a cancelled or missed session before your next regular one, then you will not be charged for said session, but this is subject to availability and subject to discretion. **Late cancellations and non-attendance are charged the full fee, barring true emergencies (but not ordinary sickness, e.g. cold, flu, work)**. Late cancellations and missed sessions are NOT charged to insurance providers but are instead charged to you and are paid directly to me.
   g) Generally I will insist on not missing sessions so we can avoid disruption of the work. Holidays and emergencies are obviously an exception. If you struggle to attend regularly, we may have to stop therapy.
   h) If I am unable to attend a session I will aim to let you know as soon as possible and I will generally try and replace the session. You will not be charged for a session I cannot attend.
   i) You may also be able to pay for your sessions through your insurer, feel free to ask me for more information.

2. **Emergencies** - I do not offer emergency support as I cannot guarantee availability. **If you are at risk, in an emergency or in crisis -** If for any reason you do not feel safe in yourself, we agree that you will try and follow the **plan** below:

GENERAL RISK/CRISIS PLAN

- **Speak to family or friends (if it would help).**
- **Book an urgent appointment with your GP.**
- **Contact emergency services in your area (if abroad).**
- **Call the Samaritans at 116 123.**
- **Call 999 or go to the nearest A&E.**

3. **Payment**
   a) My payment details are available upon request.
   b) Payment should be done on the day of the appointment unless agreed differently. Non-payment of fees may result in debt collection and/or termination of therapy.
   c) If you are paying privately, please note that my fee might be periodically reviewed and adjusted to match industry standards or to adjust for changing circumstances - and this will be discussed with you ahead of time.
   d) **Insurance -** If you are paying via an insurer, it remains your responsibility to check the terms of your policy and remaining funding but also to pay for any policy excess and for late cancellations directly to me. **Before your first session** you will have to provide me with the relevant insurer details. Should we decide to work together, your first consultation is part of the sessions your insurer will be billed for. Please note that you may have to pay a policy excess as part of the first consultation – ask your insurer if you are unsure. Please also always check with your insurer how extending your therapy might affect your policy as this remains your responsibility. I reserve the right to cap the number of sessions I charge to your insurer if that means we work within your insurer's scope of work (e.g. short-term, acute).

4. **On Appointments**
   a) My therapy room address is 7 Bell Yard, WC2A 2JR. It is a 7-minute walk from Chancery Lane tube station (Central Line) and an 8-minute walk from Temple tube station (District/Circle line).
   b) When you arrive, please text or call me so I can buzz you in. There is no reception service. **Please arrive exactly on time for your appointment and not earlier as there is no waiting area. This allows privacy for appointments.**
   c) My therapy room is on the first floor with my name on the door. **PLEASE NOTE: There is no lift and there is no step-free access to my office.**

5. **Therapy Direction, Focus and Duration**
   a) Generally, these will be discussed at the initial sessions depending on your therapy needs and aims and on your circumstances. Your therapy can be time-limited or open-ended. Many times therapy direction and aims shift, develop or change as therapy progresses. We may review how the therapy is going every few sessions and address these changes.
   b) It is natural at times to experience feelings of frustration or dissatisfaction about the process of therapy and these should be discussed in the therapy and reflected on. If you feel that your therapy needs to change direction or stop altogether you can let me know and we can discuss this at any time.
   c) Even after having made a commitment to therapy sometimes either party may discover that the related circumstances, aims and direction have changed in such a way that further sessions might not be helpful anymore, and we may need to bring the therapy to a close.
   d) Therapy can be challenging at times, even if it goes well. Some sessions may feel more difficult than others, and there is no guarantee for achieving specific outcomes. I invite you to approach your therapy with openness, curiosity, patience, and a drive for the work, which might help with the uncertainty inherent in the process.
   e) Ending therapy does not have a specific protocol and is highly individual. Generally, I invite you to reflect on the process as with any other experience we focused on in the sessions.

6. **Scope of Practice – Ethical Guidelines, Complaints**
   a) I specialise in psychodynamic/ psychoanalytic therapy, Cognitive Behavioural Therapy and I integrate these approaches in my work. My practice is evidence-based, adapted to the individual and operates within the Counselling Psychology ethos. For more on how I work, please refer to my website https://www.pbouzianis.co.uk/
   b) Complaints: I follow the ethical guidelines and frameworks outlined in the professional bodies I am registered with: The Health and Care Professions Council, the British Psychological Society and the British Association of Behavioural and Cognitive Psychotherapies (HCPC, BPS, BABCP). Each organisation has their own complaints procedures as well:
      i. https://www.hcpc-uk.org/concerns/raising-concerns/

ii. https://www.bps.org.uk/submitting-complaint
iii. https://babcp.com/Complaints-and-Concerns-Frequently-Asked-Questions

7. Safety Management

   If concerns about safety or well-being arise during our work together, we will address them openly. Depending on the nature of the risk—whether it affects your own safety, the safety of a child, or the safety of the public—our priority will be to collaborate on a supportive safety management plan. We will monitor this together transparently to help keep you and others safe.

   Where appropriate, we may agree to involve other relevant professionals, authorities or agencies (such as your GP, a medical specialist, local support services). If we are facing a severe risk and are unable to reach an agreement on a plan, I may need to exercise my professional duty of care to step in and contact these professionals or relevant authorities independently to safeguard those involved. I will always aim to do this with your knowledge and consent whenever appropriate and possible.

   Because private therapy has structural limitations in managing acute crises, if we cannot maintain a safe, workable framework together, we may need to safely end our sessions and discuss a referral to a more appropriate tier of care. For more details on how your data is protected in these circumstances, please see the Privacy Policy and UK GDPR sections below.

8. If I have reason to believe that you are attending a session under the influence of alcohol or non-prescribed substances, I may draw the session to a close.

9. **Communication**
   I reserve communication outside of sessions for admin and logistics. If necessary to communicate between sessions, I will try and contact you via email or via sms/Whatsapp if you have contacted me this way yourself before. I prefer to communicate via email rather than via phone or apps. Emails should contain minimal sensitive information as most of it will be communicated in therapy. Texts via apps are strictly reserved for appointment admin and logistics and should NOT be used for sensitive documents and information. Generally, I will aim to respond within 48 working hours if I am not on leave. I do not work on Saturdays and Sundays, and I may not be able to check or respond to queries on Friday evenings.

   It remains your responsibility to inform me if any personal details changes (e.g. name changes, address, GP, phone number).

10. **Fire Safety: In the unlikely event of a fire in the office premises:**
    a) There is no waiting area within the building.
    b) Activate the nearest Call Point. The fire alarm will sound an evacuation throughout the building, or
    c) Verbally raise the alarm by shouting 'FIRE'.
    d) Do not put yourself at risk.
    e) Make your way down the stairs and to the fire assembly point is 1 Bell Yard. There is only one building exit.

If you wish to discuss any of the above with me, please let me know.

Privacy Statement/ Policy and UK GDPR

Your use and undertaking of the services of Dr. Panagiotis Bouzianis (Panos Bouzianis LTD: 13599865) from point of contact onwards constitutes your approval and acceptance of this here Privacy Statement and it constitutes consent to my storage and use of your personal information and data that you have disclosed to me as detailed in this document. You have the right to withdraw your consent at any time by notifying me in writing. If you have any questions, please let me know.

THE UK GDPR and ICO

I am registered with the Information Commissioner's Office (Registration Number: ICO ZB384204) as a Data Controller and I follow the UK General Data Protection Regulation (UK GDPR) law. Because my practice operates through a Limited Company, **Panos Bouzianis LTD** is the formal Data Controller, and any reference to 'I', 'me', or 'my' within this statement refers to both myself as a practitioner and the company.

The UK GDPR states that I must have a lawful basis for storing and processing your personal data and information and that I do so appropriately and confidentially. The lawful basis for my processing any 'special categories of personal information' (your personal information) is that it is for provision of health treatment. If you are currently having therapy or if you are in contact with me to consider therapy, I will process your personal data where it is necessary for the therapeutic work we have agreed upon. If you are no longer in therapy with me I will store and process your personal information by use of legitimate interest as my lawful basis.

Personal Data
Upon contact I will collect personal information such as name, telephone number, email, and any such information you may include in your communications to me. In keeping with current clinical guidance, once we start working together I will ask you to confirm your name, date of birth, contact details, home address and GP details, and of any professional currently involved in your care that may be relevant to receiving therapy from me (e.g psychiatrist). If you are paying through an insurer, I will also need your insurance details such as membership and claim number. I may ask you for additional information where needed (e.g. emergency contact) and in keeping with legal and clinical obligations - for more information, see below.

Sensitive Personal Data
Sensitive personal data is collected when you are seen for assessment/therapy (or when you first contact me), which may include information about:

- current personal, social, medical and financial circumstances
- ethnic origin, data concerning a natural person's sex life, sexual orientation
- background and family history
- psychiatric and forensic history
- medical history
- psychometric test (questionnaires) scores (e.g PHQ9, GAD7)

I may verbally collect this information voluntarily by yourself in your consultation appointments or via questionnaires handed over to you. I may also collect this information from professional reports/referrals/your insurer or your GP provided consent has been granted towards this purpose.
How I gather your personal information/data:

- By emailing me, directly or via my website and via various therapy directories and platforms (e.g. Counselling Directory, Psychology Today), or by phone or text, to request further information about my practice and any subsequent email, text or telephone correspondence thereafter.
- By brief session notes.

- Via remote/online sessions, using secure end-to-end encrypted communication. Other platforms can be used as well, with your consent and agreement at the time of use. Please note however that I cannot be held responsible for any breaches that occur due to failures in this technology.

Where I store your personal data:

- Your contact details and personal data that you communicate to me via any form of contact (e.g. by email or verbally) are stored and processed digitally and securely.
- Therapy administrative documents (e.g. invoices, appointments, reports) are stored and processed digitally and securely.
- Brief session notes, along with any questionnaire scores, are stored and processed digitally and securely and encoded.
- Sensitive documents are stored and processed digitally and securely.

How I use your information:

- I use your contact details to allow me to provide you with information about the service that you request from me.
- I use your contact details for tasks related to the service that you request from me, such as administration, billing and scheduling agreements and changes.
- I keep brief notes to better facilitate my therapeutic work and in line with best clinical practice and standards.
- As part of my commitment to providing a high-quality professional and clinical service, I attend clinical supervision regularly. I might use my notes in the context of my own clinical supervision. Supervision sessions are private and confidential, and they are bound by UK GDPR and Data Protection regulations, as well as by professional and ethical guidelines. Information shared in these sessions will be on a need-to-know basis and relevant to your treatment. During supervision, identifying details are minimised and disguised so that you cannot be reasonably identified.
- If your health insurer is covering the cost of your appointments, I may need to share with them some personal and sensitive information, for example your name, date of birth, policy number, diagnosis, treatment plan offered and/or treatment offered for the purposes of billing or extending sessions. The information shared differs from one insurer to another. With insurers, I keep data sharing to an absolute necessary minimum and in keeping in line with their procedures and policies for service providers and their members. I use your personal details with secure billing systems provided by insurers.
    - <u>If you are in doubt as to what data arising from our work together your provider can have access to, or how long your insurer may keep some of your information for, please contact your insurance provider.</u>
- I will never pass on your contact details or any personal information to any third-party organisations for the purposes of sales, marketing or research.
- In some limited circumstances, I may use some of your data to effectively carry out my professional and legal obligations, such as disclosing safety or safeguarding concerns to authorities, fulfil billing, accounting, an onwards referral, indemnity insurance or tax requirements, and where the Law compels me. In most circumstances, I will aim to inform you before making any such disclosure.

How long I keep your data for:

- I aim to confidentially delete/destroy records of your personal data (emails, texts, invoices, therapy notes) that are no longer relevant but I may keep them for up to 7 years after therapy has ended. This is in line with effective clinical practice and administration (e.g. if you return to therapy, or to refer back to

an earlier agreement), industry standards, but also in line with carrying out Indemnity Insurance requirements, legal obligations or where the Law compels me. Some records may be needed to be retained for up to 10–20 years where adult or child safeguarding or statutory assessments and requirements are concerned.

- I do not keep paper records of your information and I do not keep paper notes. After I briefly process any paper correspondence with your personal details I then destroy it confidentially.
- Some insurers may retain some of your personal and/or sensitive data arising from our work together (such as those arising from billing or from extension requests / reports) for longer than 7 years and in line with other regulatory and statutory standards that these insurers may follow. Please make sure you contact your insurer if you need more information on this.

Disclosure of your personal information:

In many circumstances we will not disclose personal data without consent. I consider your personal and sensitive information privacy and confidentiality as paramount, as they are generally considered by professional regulations and the Law - unless I am under a duty to disclose or share your personal data in order to comply with the Law, e.g. if I am subpoenaed to court, or as a legal requirement such as safeguarding children or vulnerable adults, terrorism, public safety or money laundering. Generally, I may need to break confidentiality for two reasons:

- Serious harm – I may share information with the relevant authorities or professionals if I have reason to believe that this may prevent serious harm being caused to you or another person.
- Compliance with law – I may share information where we are required to by law or by the regulations and other rules to which I am subject.

In the event of a data breach:
I have a legal obligation to report a data breach to you and the Information Commissioners Office (ICO) within 72 hours. Should such an unlikely event transpire, I will aim to rectify it immediately and inform you accordingly.

Website use:
This website uses cookies and Google Analytics. Google Analytics is a service provided by Google that gathers anonymous data on how people are using websites and then provides visitor statistics that help improve the websites. Almost all websites use cookies which can store lots of information which may have privacy implications beyond the scope of this very statement.

Your Rights:
Under UK GDPR law you have the following rights (see https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-rights/):

1. The right to be informed about how and why your data is used - this Privacy Statement sees to this but you can ask for clarifications.
2. The right to request access to your data (Subject Access Request): You can request to view or copy the information that I hold about you at any time. Copy requests must be in writing and to be carried out in 30 days' time. Find more information here: https://ico.org.uk/for-the-public/make-a-subject-access-request/
3. The right of rectification: At any point during your therapy or during the seven years thereafter, while I retain your records, you have the right to request amendments to your contact details or session notes by speaking or writing to me.
4. The right to erasure/ be forgotten: You can request that I delete and confidentially destroy the information that I hold about you and your sessions at any time. This request can be made by contacting me.

5. The right to restriction of processing: the right to request that your personal information is only used for restricted purposes.
6. The right to portability of your data - to be transferred somewhere else.
7. The right to object to certain types of processing such as direct marketing.
8. The right not to be subject to a decision based solely on automated processing.

Please bear in mind that I would not be able to comply with the above if:

1. It is necessary for me to retain these records in order to continue providing an effective service.
2. I am compelled to retain these records by a Court of Law.
3. I require these records in order to establish, exercise or defend legal claims.

In case a disclosure is made with regards to criminal offending (abuse), please be advised that the government has published guidance as to how my notes may be in some cases used in a court of law. With regards to disclosure of exposure to criminal offending (abuse) and the Crown Prosecution Service, you can read the guidance here:
https://www.cps.gov.uk/legal-guidance/pre-trial-therapy

Clinical Will
In case I, your therapist, become incapacitated or deceased, I have made a Clinical Will entrusting your records, data and information with a trusted colleague or professional (Executor), also bound by the GDPR. If I die or become incapacitated within seven years of finishing therapy with you, your data will be shared with the Executor who will notify you of my incapacity and who will securely hold your records until their disposal.

If you have any questions, concerns or objections with regards to the above statement, please do not hesitate to discuss these with me. If you are not satisfied with the response you receive, you are encouraged to raise your complaint with the Information Commissioner's Office (ICO). https://ico.org.uk/concerns/ Telephone: +44 (0) 303 123 1113