

TERMS AND CONDITIONS

Welcome to Tutum Psychology. It is important that your needs are initially assessed prior to making a booking therefore an initial 15-minute consultation is offered free of charge.

All sessions are paid directly to Tutum Psychology Limited. Your relationship will be directly with your practitioner who will be solely responsible for the services that they provide to you.

The service provided by Tutum Psychology is not designed to manage crisis situations. It remains your responsibility at all times to seek further help from your GP or other support services in a crisis or emergency situation.

Appointments and Reservations for Self-funding Clients

Tutum Psychology operates a pre-payment policy. Therefore, self-funders/non-insured patients must make payment prior to the appointment. This can be done by bank transfer, phone or over the internet via a secure link (which can be requested), within 48 hours of booking an appointment slot. Payment at an earlier date is also accepted. If we do not receive payment your appointment will be offered to another patient. We take all debit and credit cards, including American Express.

Failure to clear any outstanding balances with Tutum Psychology, will result in referral to a third-party debt collection agency, which may result in you acquiring additional charges and interest on the balance owed.

It is your responsibility to inform any third party of the payment terms and conditions for your treatment. Tutum Psychology is not responsible for organising payments from third party members.

Tutum Psychology looks after its own finances. It sends all invoices and patient correspondence via unencrypted email for ease of access. Correspondence can be sent via secure encrypted email at written request from the patient to Tutum Psychology.

Refunds/Cancellations

Cancellations with more than 48 hours notice will be refunded and rescheduled free of charge. However, if any appointment is cancelled with less than 48 hours' notice, you will be liable to pay the full fee. Similarly, if you fail to show up for any scheduled sessions you will remain liable for the full fee of the session. Sessions booked with less than 48 hours' notice cannot be refunded if cancelled. In exceptional circumstances a practitioner may have to cancel your appointment and if this occurs you will receive a full refund for that session. Please note that if you attend any session under the influence of drugs or alcohol or become abusive, insulting, disruptive or act in an unreasonable manner during the session the practitioner will be entitled to terminate the session and you will remain liable for the payment of the session.

Appointments and Reservations for Insured Clients

For those who intend to claim treatment costs through their insurance company, a valid pre-authorisation code and membership number must be provided to the clinic upon confirming your first appointment. Without a valid pre-authorisation code, Tutum Psychology is unable to request payment from the insurance company and so you will be liable to cover the cost in full at the time of the appointment.

For all patients receiving treatment under AXA PPP, AXA Global/International, Aetna, Cigna, WPA, Aviva

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and Vitality, we require the pre-authorisation code and guarantee of payment from the insurer within 24 hours of booking the appointment.

Should you decide to continue with therapy beyond the end of insurance funding, the full fee for self-funded therapy will be charged. It is your responsibility to contact your insurance company to establish the terms and extent of your cover. This is particularly important if you would not wish to attend therapy in the absence of cover.

If an insurance company fails to settle the outstanding fee within 45 days of the visit, it will be your responsibility to settle the outstanding fee in full as our contract of service is with you (the patient), not the insurer. Should an insurance company then agree to cover a consultation, you would then be reimbursed in full or provided with a receipt of payment.

If there is a shortfall on the charged amount that the insurance company does not cover, this amount is your responsibility.

It is your responsibility to be aware of the Terms and Conditions of their insurance policy and to ensure that the provider is willing to cover all sessions booked as rejected invoices will be redirected to you.

Timing of Sessions

Sessions will last for 50 minutes. Each practitioner will make confidential notes after your session which, if requested, they can share with you. If for any reason you have not entered the virtual therapy room within 15 minutes in respect of a 50-minute session from the start of your scheduled appointment, the session will end and will be deemed as a missed session and you will remain liable for payment of the session.

Fees for Self-Funding Clients Only

The fee for a 50-minute assessment and formulation consult is £125.00 for an individual and £150 for a family (face-to-face & online). The fee for a one-to-one 50-minute psychology therapy is also £125 and £150 for a family (face-to-face & online).

A separate 15-minute initial consultation with a practitioner is free of charge, subject to below, as this session will solely be used for the purpose of obtaining your details in order to ascertain the nature of your difficulties. Any time spent in excess of 15 minutes will be chargeable at the rates stated.

If you require a written report following the initial 90-minute stand-alone assessment and formulation consult in order to access treatment with the NHS or other specialist services, a £300.00 fee will be applicable.

Practitioners

The practitioners who work for Tutum Psychology are all regulated by their respective regulatory bodies. Practitioners all have to adhere to their Code of Ethics and are required to maintain in force appropriate professional liability insurance.

Complaints

If you have a complaint against any practitioner please notify us in the first instance so that we can raise this with your practitioner. Each practitioner in any event will advise you of their regulatory body. For your information the practitioners that are listed on our mobile App will be regulated by one or more of the following bodies:

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British Psychological Society (BPS)
Health and Care Professions Council (HCPC)

Confidentiality

Confidentiality is of the utmost importance. Your sessions with your practitioners will not appear on your work or medical records. The practitioners will be responsible for maintaining that any information you provide remains confidential at all times. Practitioners will be registered with ICO and any information gathered in sessions will be stored in line with ICO Guidance.

Updated Privacy Notice for Therapy Clients (May 2018)

You may be aware of new laws relating to General Data Protection Regulation (GDPR) that are in effect from 25 May 2018. The purpose of GDPR is to provide a set of standardised data protection laws across all EU member countries. The following information sets out how Tutum Psychology complies with these laws.

Data Control

Dr Donna Gurney is the data controller for Tutum Psychology Ltd.

Associate psychologists taking on referrals with Tutum Psychology will be additional data controllers for the clients they work with directly and may have access to more data than Dr Gurney due to the confidential nature of their therapy work with a specific client. In such cases, associates will be the primary data controller for those clients.

What personal data we process

Tutum Psychology collects and processes personal data from therapy clients, such as:

- Personal data: basic contact information: name, date of birth, gender, address, email, GP contact details and emergency contact details.
- Sensitive personal data: presenting problem information, therapy records (therapist notes, letters, reports and/or outcome measures).

You are not obliged to provide details of your GP or a contact number to Tutum Psychology or the practitioner to contact in an emergency. Tutum Psychology will not be liable for any harm or loss that may arise in not having such details disclosed.

Tutum Psychology does not keep credit card details such as name, credit card number, card expiry date, CVV code and billing address. We have a specialist organisation, called Stripe, who keeps this information secure. Note that third-party payment processors may keep this information in accordance with their own privacy policies and terms.

The lawful basis for processing personal data

Tutum Psychology has a legitimate interest in using the personal data and sensitive personal data we collect to provide health treatment. It is necessary for us to provide psychological therapy to clients.

No information you provide is passed on without your consent. We will never sell your information to others.

What we do with your personal information

At Tutum Psychology we take your privacy seriously. We will only use your personal information to provide the services you have requested from us.

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If you do not provide the personal information requested, then we may be unable to provide a therapy service to you.

How long we store personal information

We will only store your personal information for as long as it is required. The sensitive personal data defined above is stored for a period of 7 years after the end of therapy, in compliance with our professional indemnity obligations. After this time, this data is deleted at the end of each calendar year. Occasionally we may store your information longer, for example, if there is an unresolved complaint.

How your personal information is used

We use the information we collect to:

- Provide our services to you.
- Process payment for such services.
- If applicable, we will tell your mental health professional the time and date of your appointment. They will also have access to your user profile that contains your name, date of birth, your presenting problem and GP details.
- We may also use your information to process a refund if necessary.
- Anonymised data may be used for research purposes

Who we might share personal information with

We hold information about each of our clients and the therapy they receive in confidence. This means that we will not normally share your personal information with anyone else. However, in exceptional circumstances, we might need to share personal information with relevant authorities:

- When there is need-to-know information for another health provider, such as your GP.
- When disclosure is in the public interest, to prevent a miscarriage of justice or where there is a legal duty, for example a Court Order.
- When the information concerns risk of harm to the client, or risk of harm to another adult or a child. We will discuss such a proposed disclosure with you unless we believe that to do so could increase the level of risk to you or to someone else.
- We may also need to share your information if you make a complaint against a mental health professional or raise a concern. In such an event we may have to share your information with third parties such as insurers, professional advisors or regulators.

What we will NOT do with your personal information

We will not share your personal information with third-parties for marketing purposes.

How we ensure the security of personal information

Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

Personal information is minimised in our email communication. If email communication is required sensitive personal data will be sent to clients in an email attachment that is password protected. Tutum Psychology will never use open or unsecure Wi-Fi networks to send any personal data.

Personal information is also stored on secure servers. Mobile devices are protected with a passcode/thumbprint scanner, mobile security and antivirus software.

Security and data breaches

The security of your Personal Information is important to us, but remember that no method of

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transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security. Should there be any breach of your personal data, we will inform you within 72 hours of knowing of it. We strive to ensure your personal information is protected at all times.

Your right to access the personal information we hold about you

- You have a right to access the information we hold about you.
- We will usually share this with you within 30 days of receiving a request.
- We may request further evidence from you to check your identity.
- A copy of your personal information will usually be sent to you in a permanent form (that is, a printed copy).
- You have a right to get your personal information corrected if it is inaccurate.
- You can ask us to delete the information that we hold in certain circumstances. For example, where we no longer need the information, if you would like to deactivate an unused account. You can email such requests to us at info@tutumpsychology.co.uk
- You can complain to a regulator. If you think that we haven't complied with data protection laws, you have a right to lodge a complaint with the Information Commissioner's Office.

Tutum Psychology Ltd. reserves the right to refuse a request to delete a client's personal information where this is therapy records. Therapy records are retained for a period of 7 years in accordance with the guidelines and requirements for record keeping by The British Psychological Society (BPS; 2000) and The Health and Care Professions Council (HCPC; 2017).

Complaints and queries

Tutum Psychology tries to meet the highest standards when collecting and using personal information. For this reason, we take any complaints we receive about this very seriously. We encourage people to bring it to our attention if they think that our collection or use of information is unfair, misleading or inappropriate. If you are not satisfied with the response from Tutum Psychology or believe we are not processing your personal data in accordance with the law, you have the right to raise your complaint with the Information Commissioner's Office (ICO).

We would also welcome any suggestions for improving our procedures.

Video Conferencing

Your sessions will be a "virtual" consultation via Zoom.

Video conferencing is reliant on having appropriate WiFi connection and therefore it is important that you are in a place where there is good WiFi connection, have the latest version of operating system and be in a place where you will be able to have a confidential session without interruption from any third party. We do not accept liability for any loss of WiFi connection that may arise during your session.

Your Obligations

You agree that all information provided by you shall be true, accurate and up to date. Failure to do so may result in not obtaining the appropriate advice or assistance from your practitioner.

Limitation and Liability

We make no warranty that your video conference session will be uninterrupted, timely or error-free. If any defects arise, these will be corrected as soon as practicable.

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Your practitioner will be solely responsible for providing you with their professional opinion and advice and accordingly we disclaim any liability in relation to any advice or opinion or service provided to you by the practitioner.

We are not liable for your mobile data use.

Severability

If any part of these terms and conditions shall be deemed unlawful or void or for any reason unenforceable, then that provision shall be deemed to be severable from the conditions and shall not affect their validity and enforceability of any of the remaining provisions of these terms and conditions.

Entire Agreement

These terms and conditions stipulate our agreement and relationship with you except for any changes that may be made from time to time whereupon you will be notified of any such change.

Force Majeure

We shall have no liability or be deemed to be in breach of this agreement for any delays or failures in performance which may result from the circumstances beyond our reasonable control.

Variation

We may vary or update these terms and conditions from time to time.

Law and Jurisdiction

The parties agree that the Laws of England and Wales will govern these terms and conditions.

Contact

The registered company name and address is:

Tutum Psychology Ltd

71-75 Shelton Street

London, WC2H 9JQ

Email: info@tutumpsychology.co.uk

Telephone: 0330 133 5455