

EdenGrace  
HYPNOTHERAPY | COUNSELLING

# Disclaimer Form

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## Liability

I, (The Client), hereby release Deborah Gillham (nee Moore), trading as Eden Grace Hypnotherapy from any liability or claims that could be made against her concerning my mental and/or physical well-being during the work that has been outlined and agreed upon (now and in the future) by filling out this form. This liability waiver is not intended to exclude or restrict liability for death or personal injury caused by negligence.

## Scope of Practice

I understand that Deborah Gillham (nee Moore) is not a licensed physician, psychologist, or medical practitioner of any kind and that hypnotherapy should not be considered a replacement for the advice and/or services of a psychiatrist, psychologist, psychotherapist, or doctor.

## Participation

I give Deborah Gillham (nee Moore) full permission to hypnotise me and to use Rapid Transformational Therapy® knowing that by participating fully in the process and by listening to my personalised recording for 21 days, I play an important role in my overall success.

## Guarantee

I understand that although Rapid Transformational Therapy® (hypnotherapy) has an incredibly high success rate, Deborah Gillham (nee Moore) cannot and does not guarantee results since my own personal success depends on many factors that Deborah Gillham (nee Moore) has no control over, including my willingness and desire to effect the changes inside myself.

## Audio Recording(s)

I understand that Deborah Gillham (nee Moore) retains full copyright over any forms of media including the transformational recording that may be produced and distributed to me.

## Confidentiality

**By signing this form (see last page of document)** I consent that Deborah Gillham (nee Moore) may release information to a specific individual or agency if it has been determined that a vulnerable person (child or adult) is at risk; if I, as a client, am in imminent danger to myself or others; or if a subpoena of records has been requested.

I also understand that, at any time, Deborah Gillham (nee Moore) may discuss aspects of my case with other colleagues, keeping my full name and identity completely confidential always unless I have given permission otherwise.

Thank you.



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# Privacy Statement

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This is to inform you what data I am collecting from you and what I intend to do with it.

## What data do I keep and why do I need it?

Name and age – this is basic information that helps me get to know you.

Address, email address, phone number – I use this as a way of contacting you regarding your sessions. I will mainly use the method you first contacted me on but if I cannot reach you, I will try a different method.

Emergency contact/medical professional's details – If I was worried that you were at risk then I may need to contact your next of kin or medical professional, if I can, I will let you know when/if I am going to do this.

## Will I share your data and if I do, who will I share it with and for what purpose?

I will not sell it on or use it for unethical reasons. I may have to share it if my notes are subpoenaed by court, if you or anyone you tell me about is at harm or risk of harm I may have to pass this information on. I may also discuss your case with colleagues (for educational purposes only), if so, your name and identity will remain anonymous.

If you are satisfied with the transformation, after 21 days, I may ask for a short client testimonial to help spread the word about the success of Eden Gracey Hypnotherapy. You are not obliged to provide a testimonial, but if you choose to do so, I will use a short quote plus your first name and last initial only across my social media. If you prefer to remain anonymous, I will provide suburb only with no name.

## How will I store your data?

Stored securely on file in password protected computer. Your phone number(s) may be kept in my business mobile phone with your first name and last initial. Only I will access your information.

## How long will I store your data for and how will I dispose of it?

I will keep your details and session notes for the time required by my insurer (currently 7years). After this time I will destroy any document with your personal information.

I will delete your phone number from my business mobile phone after 3 months.

## Consent

**By signing this form (see last page of document)** you consent to your data being used as set out above, please return to intake form and tick appropriate box, insert signature and date.

Thank you.



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## Client Terms & Conditions

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Please read these terms and conditions which apply to the provision of my professional services. By making an appointment, you are agreeing to the following terms and conditions. If you are unable or unwilling to agree to these terms and conditions, then you should not book an appointment or continue with your course of therapy.

### Free initial consultation

You will be offered a free 20 minute online initial consultation. No therapy will be provided during the consultation.

The purpose of this initial consultation is to investigate the presenting issue and estimate the number of sessions required to deal with the problem given on the basis of the information presented at that time. Estimates are only rough guidelines and are subject to change.

### Booking and payment

An invoice will be sent to prior to the session. The full amount of the invoice is due at least 48 hours prior to the session. Where payment is not received in this time, your session may be cancelled and offered to someone else.

### Cancellations & Re-scheduling

If you need to cancel or re-schedule a session, please provide as much notice as possible. Notification should be made via email or phone call at least 48 hours prior to a session.

- Cancellations made WITH 48 hours (or more) notice will be given a full refund,
- **Cancellations made with LESS THAN 48 hours notice will be charged in FULL with NO refund.**

### Refunds

Session fees are for my time and professional expertise and are not a guarantee of a successful outcome. Therefore, no refunds will be given for any sessions where you have attended and paid for the session.

Where a discount package or therapy program has been booked and paid for in advance, if you choose to discontinue your therapy process before attending all the sessions, a pro rata refund will be issued after deduction of the full standard session fee for any sessions you have attended.

### Session Fees

All professional fees will be disclosed to you prior to booking. My professional fees are subject to review and may increase from time to time. You will always receive confirmation of the professional fees before booking.

### Payment Methods

Payment may be made via direct credit to my business bank account.

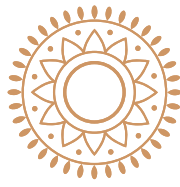
### Contact between sessions

Any contact between sessions will be by telephone or email during office hours only 9-5pm Monday to Friday. Any messages received outside of these hours will be dealt with during office hours only.

### Medical or psychological conditions

I may ask questions about your medical history to establish any contra-indications to treatment. This will also help to assess whether your health is affecting (or being affected by) the therapeutic goals you wish to achieve. Please update me of any medical changes during your course of therapy, or if you are returning to therapy after a period of absence.

If you are receiving care or treatment from any medical, healthcare or therapy practitioner, e.g. GP, Psychologist, Psychiatrist or Counsellor, you may be asked to seek their permission before any therapy sessions can commence.



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**Please note that I will be unable to offer my professional services if you suffer from epilepsy or any form of psychosis.**

## Age restrictions

You must be at least 18 years old to participate in online sessions. Clients under the age of 18 years old must be accompanied by a parent or guardian and will be seen in-person. I hold a current working with children check.

## Attending your sessions

Please ensure that you are available at your session start time. If you are running late, please let me know as soon as possible. I will do my best to make a full session available, however, as the ability to do this will depend on bookings after your session, this cannot be guaranteed.

## Hypnotherapy recordings

Hypnotherapy recordings should not be listened to whilst driving, operating machinery or undertaking any other activity where concentration is required. Any recording provided is for your personal use only and must not be shared, lent, copied or sold under any circumstances.

## Outcome of sessions

The agreement to work on the issues presented by you in no way implies or guarantees the resolution of your presenting issue(s). No outcome can or will be guaranteed. However, I will always endeavour to use my best efforts and skills to work towards your goals and intended outcomes.

## Standards of behaviour

During the course of any therapy sessions, I will treat you with respect and not abuse the trust you place in me. I will use best practice at all times in our mutual interest. In return, you undertake not to harm yourself, or any other person, including me, or any property belonging to either me or any other person.

You agree not to attend sessions under the influence of alcohol or recreational drugs, except those medications which have been prescribed by your doctor. If you do attend any sessions under the influence of alcohol or recreational drugs, or demonstrate violent or abusive behaviour, I will cancel the session and may refuse to see you for any further sessions without refunding any payment already made.

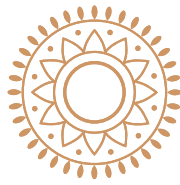
## Confidentiality

All contact, including sessions, telephone conversations and emails, will be conducted in confidence. All recordings, conversations and notes will remain confidential, except in the following circumstances:

1. Where you give permission for confidentiality to be broken
2. Where I am compelled by a court of law
3. Where the information is of a nature that confidentiality cannot be maintained, for example:
  - The possibility of harm to yourself or others exists
  - In cases of fraud or crime
  - When minors (under 18 years old) are involved
4. Where a referring GP or other healthcare professional requires a report. A copy of the report will be available on request.

## Liability & indemnity

Under no circumstances will Deborah Gillham (nee Moore) be liable for any damages, including without limitation, direct, indirect, incidental, special, punitive, consequential, or other damages (including without limitation lost profits, lost revenues, or similar economic loss), whether in contract, tort, or otherwise, arising out of the advice or information provided to you during professional services provided by Deborah Gillham (nee Moore). In addition, you agree to defend, indemnify, and hold Deborah Gillham (nee Moore) harmless from and against any and all claims, losses, liabilities, damages and expenses (including legal fees) arising out of your participation in the professional services.



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## Governing law

These terms and conditions and any other matters arising out of or in relation to these terms, shall be governed by and construed in accordance with the laws of Australia. You agree to submit to the exclusive jurisdiction of the Supreme Court, District Court or Local Court to settle any dispute which may arise out of or in connection with these terms and conditions.

## Terms and conditions updates

These terms and conditions are subject to revisions without notice. Please familiarise yourself with any amendments if you have re-started therapy with me after a long period of absence.

## Data protection

For my services, your personal data is collected, processed, used and stored in accordance with the privacy statement attached with this document. By booking an appointment, you signify your acceptance of this Privacy Policy. If you do not agree to this policy, please do not book an appointment. The terms of this Privacy Policy may change from time to time without prior notice to you, so please check my website periodically for any changes.

## Concerns & complaints

If you have a concern or complaint regarding your therapy, please discuss this with myself in the first instance and I will endeavour to resolve the issue.

## Statements of understanding

By signing the Client Agreement, you agree to abide by the terms and conditions of the Client Agreement. You also agree with the statements below:

I confirm that I have been advised by Deborah Gillham (nee Moore) of the scope of the therapies that he/she provides and give my full consent to receiving therapy sessions from Deborah Gillham (nee Moore).

I understand that results may vary from person to person and the agreement by Deborah Gillham (nee Moore) to work on the issues or problems presented by me, using whatever therapies are appropriate to my situation, in no way implies or guarantees the resolution of any presenting problems or issues.

I understand that hypnotherapy or any other therapy or information provided by Deborah Gillham (nee Moore) either in person or via telephone, email or internet, is not a replacement or substitute for medical, psychological or psychiatric treatment. If I have any doubts or concerns about my health, I will seek advice from an appropriate qualified healthcare professional.

I declare that, if advised by Deborah Gillham (nee Moore) prior to or following any therapy sessions, to seek medical approval, I will consult with my GP, hospital consultant and/or other healthcare professional and gain the appropriate written approval for Deborah Gillham (nee Moore) prior to the next therapy session.

I have been advised that I am free to terminate any or all sessions at any time.

I understand that my level of motivation is vital in the therapy process and I agree to participate to the best of my ability at all times, including making reasonable use of therapeutic suggestions during and between sessions, as well as listening to MP3 recordings and/or carrying out other therapeutic tasks as appropriate.

I have accurately and truthfully answered any questions and provided background information during the initial consultation and /or first therapy session and will continue to do so during any subsequent therapy sessions.



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I also understand that, at any time, Deborah Gillham (nee Moore) may discuss aspects of my case with other colleagues keeping my full name and identity completely confidential always unless I have given permission otherwise.

**Full Name:**

**Signature:**

**Date:**