



Phase Counselling

For every phase of your life

www.phasecounselling.co.uk

Terms of Service

These Terms of Service explain the terms on which Phase Counselling Ltd (“Phase”, “we”, “us”) provides counselling services to clients.

They should be read together with your Client Counselling Contract, our Client Privacy Notice, and our Complaints and Concerns Procedure.

Your Client Counselling Contract records the individual arrangements agreed with you, including your counsellor, session format, session fee, and usual frequency of sessions. If there is any inconsistency between these Terms of Service and an individual arrangement expressly recorded in your Client Counselling Contract, the individual arrangement will apply to the extent of that inconsistency.

1. About Phase Counselling Ltd

Phase Counselling Ltd provides counselling services through qualified and trainee counsellors.

Phase is responsible for administering and overseeing the service and maintaining the official client record. Your counsellor is responsible for providing counselling professionally, ethically and within the limits of their competence.

We will take reasonable care when matching clients with counsellors, but counselling is a collaborative and individual process. We cannot guarantee a particular therapeutic outcome or result.

2. Your counsellor

Counselling is provided by a counsellor working with Phase.

Our counsellors are expected to practise within their professional competence, maintain appropriate professional membership, undertake appropriate continuing professional development, and receive regular counselling supervision.

Your counsellor may discuss with you the therapeutic approach they use and how they propose to work with you.



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If either you or your counsellor believes that another form of support or another professional would be more appropriate for your needs, this will be discussed with you where appropriate.

3. Counselling sessions

Your Client Counselling Contract will record the usual arrangements for your counselling, including the format, length, frequency, and fee for sessions.

Sessions may take place online, by telephone, or in person, depending on the service agreed with you.

Please attend sessions at the agreed time. If you arrive or connect late, the session will normally still finish at the originally agreed time.

For online or telephone counselling, you are responsible for choosing, as far as reasonably possible, a private and appropriate place from which to attend your session.

Neither you nor your counsellor should make an audio, video, or other recording of a counselling session unless this has been expressly agreed in advance.

4. Fees and payment

The fee for your counselling sessions will be stated in your Client Counselling Contract or otherwise agreed with you before the service is provided.

Phase will explain how and when payment should be made. Payment is required before a session takes place.

If payment has not been received when required, Phase may treat the appointment as unconfirmed and/or may pause further appointments until the outstanding amount has been resolved.

If you are experiencing difficulty making a payment, please contact Phase as soon as possible so that the situation can be discussed.

5. Cancelling or rearranging individual sessions

We understand that circumstances sometimes change.



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If you need to cancel or rearrange a counselling session, the following charges will normally apply:

- 48 hours or more before the session: no cancellation charge.
- Less than 48 hours but at least 12 hours before the session: 50% of the session fee cancellation charge.
- Less than 12 hours before the session, or failure to attend without notice: full session fee.

We may waive or reduce a cancellation charge in exceptional circumstances at our discretion. Any decision to do so on one occasion does not mean that a charge will be waived on another occasion.

If your counsellor or Phase needs to cancel a session, you will not be charged for that session. Any payment already made for the cancelled session will either be transferred to another agreed session or refunded.

These session cancellation arrangements are separate from any statutory right you may have to cancel your overall contract with Phase.

6. Your statutory right to cancel the contract

If you enter into your counselling contract with Phase at a distance, for example online, by telephone, or by email, you will normally have a legal right to cancel the contract within 14 days without giving a reason.

The cancellation period normally begins on the day after the contract is entered into.

You can exercise this right by making a clear statement that you wish to cancel. You may contact us at: info@phasecounselling.co.uk

You do not have to use any particular wording to tell us that you wish to cancel.

Counselling can begin during this 14-day period if you ask us to begin providing the service straight away. Your Client Counselling Contract includes your request for counselling to begin as soon as an appointment is available, including where this is within the 14-day cancellation period.

If counselling begins during the cancellation period, you will still normally be able to cancel the contract within the 14 days. However, you will be required to pay for



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counselling services that have already been provided before you tell us that you wish to cancel.

Nothing in these Terms affects your statutory rights as a consumer.

7. Contact between counselling sessions

Once you have been allocated to a counsellor, your counsellor is responsible for arranging and managing your counselling appointments with you. This includes arranging, confirming, cancelling, and rearranging sessions.

Your counsellor will explain how you should contact them for these practical matters. Contact between sessions should normally be limited to matters relating to your counselling arrangements.

If you are unable to contact your counsellor, have concerns about communication with your counsellor, or have a question about Phase or the wider counselling service, you can contact Phase at [**info@phasecounselling.co.uk**](mailto:info@phasecounselling.co.uk).

Emails to your counsellor or Phase will normally receive a response within five working days. Where the person you have contacted is unavailable, for example because of annual leave, you may receive an automatic absence response instead. Where appropriate, this will provide details of an alternative contact so that you know who to contact if your enquiry cannot wait until they return.

Neither your counsellor nor Phase provides an emergency or crisis-response service. Emails and other messages must not be relied upon for urgent support, even where a response would normally be expected within five working days. If you or another person is in immediate danger or requires urgent medical assistance, please contact the emergency services.

8. Confidentiality

Counselling is confidential, but confidentiality is not absolute.

Your counselling records are held by Phase as part of its central client record system. In addition to your counsellor, authorised Phase Directors or administrative personnel may have access to client records where this is necessary for the



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management, administration, security, or safe operation of the service. Access is expected to be limited to what is necessary for the person's role.

Information may be shared where you have agreed to this or where sharing is necessary, proportionate, professionally justified, and lawful. This may include circumstances involving serious safeguarding concerns, serious risk of harm, legal requirements, court orders, or other situations in which disclosure is necessary and lawful.

Where it is practicable and safe to do so, your counsellor or Phase will normally seek to discuss a proposed disclosure with you before information is shared.

Only information that is relevant and necessary will be shared.

Further information about how Phase collects, uses, stores, and shares personal information is provided in our Client Privacy Notice.

9. Counselling supervision

Counsellors working with Phase undertake counselling supervision as part of safe and ethical professional practice.

Your counsellor may discuss aspects of their counselling work with an appropriately qualified counselling supervisor. Information will be anonymised or minimised where reasonably possible.

Counselling supervisors are expected to maintain appropriate confidentiality.

10. Counselling records and personal information

Phase maintains the official record relating to counselling provided through its service.

Your record may include your Client Counselling Contract, relevant assessments, session notes, appointment and payment information, correspondence, and records relating to safeguarding, risk, complaints, or other matters where appropriate.

Official client records are stored within Phase's access-controlled electronic record system. Counsellors are given access only to the records required for the clients allocated to them.



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Phase handles personal information in accordance with applicable data protection law and our Client Privacy Notice.

Counselling records are normally retained for seven years after counselling ends, subject to legal, professional, and insurance requirements. Different retention periods may apply to certain records, including those involving children and young people, safeguarding, complaints, financial matters, or legal claims.

Please see our Client Privacy Notice for further information about your personal information and your data protection rights.

11. Safeguarding and risk

Your safety and wellbeing are important to us.

If information shared during counselling gives rise to a safeguarding concern or a serious concern about the safety of you or another person, your counsellor and Phase may need to take appropriate action.

Depending on the circumstances, this may include discussing the concern within Phase, seeking safeguarding or professional advice, contacting an appropriate healthcare or safeguarding service, or contacting emergency services.

Where it is practicable and safe to do so, we will seek to involve you in decisions about action being taken.

Any disclosure will be considered carefully and will be limited to what is necessary and proportionate in the circumstances.

12. Emergencies and crisis support

Phase provides scheduled counselling. It is not an emergency, crisis-response, or urgent medical service.

Your counsellor may not be available outside your scheduled sessions, and messages sent to your counsellor or Phase may not be seen immediately.

If you or another person is in immediate danger or requires urgent medical assistance, contact the emergency services.



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If you require urgent mental health or crisis support, you should use an appropriate NHS, emergency, or crisis-support service rather than waiting for a response from Phase or your counsellor.

13. Respectful and safe participation

Clients and counsellors are expected to treat each other with dignity and respect.

Phase may take appropriate action where behaviour towards a counsellor, member of staff, or another person is threatening, abusive, discriminatory, sexually inappropriate, or otherwise creates an unacceptable risk to safety or professional boundaries.

Depending on the circumstances, this may include ending a session, changing the arrangements for counselling, pausing the service, or ending the counselling relationship.

Where possible and appropriate, concerns will be discussed with you before a decision is made.

14. Technical difficulties during remote counselling

For online counselling, both you and your counsellor should take reasonable steps to have a suitable internet connection, functioning equipment, and an appropriate private environment.

If a session is interrupted by a technical problem, you and your counsellor should attempt to reconnect or use an agreed alternative method where reasonably possible.

If a significant part of a session cannot take place because of a technical problem on Phase's or the counsellor's side, an appropriate alternative arrangement will be made and you will not be charged for counselling that was not provided.

If a session cannot take place because of circumstances on your side, Phase will consider the circumstances reasonably when deciding whether a cancellation charge applies.



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15. Pausing or ending counselling

You may choose to end counselling at any time.

Where possible, we encourage you to discuss ending counselling with your counsellor so that the work can be brought to an appropriate conclusion, but you are not required to continue counselling if you do not wish to do so.

Your counsellor or Phase may also recommend pausing or ending counselling where there is a reasonable professional, clinical, safeguarding, safety, or service-related reason to do so.

Where appropriate, the reasons will be discussed with you and reasonable consideration will be given to suitable alternative support or referral options.

Ending counselling does not affect any fees or cancellation charges that were properly due before the service ended.

16. Counsellor absence or unavailability

Counsellors may occasionally be unavailable because of illness, annual leave, training, or other circumstances.

Where possible, you will be given reasonable notice of planned absence.

If your counsellor becomes unavailable for an extended period, Phase will discuss appropriate options with you. Depending on the circumstances, these may include waiting for your counsellor to return, being offered another counsellor, or ending the service.

17. Changes to fees or service arrangements

If Phase proposes to change your counselling fee or another significant ongoing service arrangement, we will give you reasonable notice before the change takes effect.

Any change that requires your agreement will not be treated as accepted merely because these Terms have been updated.



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Changes will not affect sessions or charges that have already been agreed unless you expressly agree otherwise.

18. Quality of service and your statutory rights

Phase will provide its services with reasonable care and skill.

Nothing in these Terms excludes or limits any rights or remedies that you have under applicable consumer law and which cannot lawfully be excluded or restricted.

Nothing in these Terms excludes or limits liability where it would be unlawful to do so.

19. Complaints and concerns

If something has not felt right, we encourage you to tell us.

You can raise a concern or complaint directly with Phase. You do not have to discuss it with your counsellor first.

Service complaints and concerns should be sent to:

concern@phasecounselling.co.uk

Our Complaints and Concerns Procedure explains how complaints are considered, how you can ask for a review, and the circumstances in which other complaints routes may be available.

If your concern relates specifically to how Phase has collected, used, shared, stored, or protected your personal information, or how we have handled a data protection rights request, please contact info@phasecounselling.co.uk and see our Client Privacy Notice.

20. Documents forming part of the service arrangements

These Terms of Service should be read together with:

- your Client Counselling Contract;
- our Client Privacy Notice; and



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- our Complaints and Concerns Procedure.

21. Changes to these Terms

We may update these Terms where reasonably necessary, for example because our services, working arrangements, or legal or regulatory obligations change.

Where a change would materially affect an existing client's contractual rights or obligations, we will provide appropriate notice and obtain agreement where this is legally required.

The current version of these Terms will be available on our website.

22. Governing law

These Terms and your counselling contract are governed by the law of England and Wales.

Nothing in this section affects any mandatory consumer right you may have to bring proceedings in another part of the United Kingdom where applicable.

23. Contact us

If you have questions about these Terms or your counselling arrangements, please contact:

Phase Counselling Ltd

Email: info@phasecounselling.co.uk

Company number: 16414295

ICO registration number: ZB983486