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Dale, Heather

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Original Citation

Dale, Heather (2014) Ask an expert: setting the frame. *Private Practice*. p. 7. ISSN 0032-891X

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Setting the frame



It is neither a legal obligation nor a BACP requirement to issue a written contract to clients. However, **Heather Dale** suggests it is in the client's and therapist's best interests to do so

Recently, I asked my second year university students to debate the pros and cons of written versus verbal contracts. They divided into groups with one half of the room listing the pros and the other half the cons. One group thought a written contract contravenes the ethical principle of justice, as it militates against the blind or illiterate. Whereas the other group pointed out that without a written contract that the client can take home and consider, it is hard to obtain informed consent. One person pointed out that the ethical question might be whether or not justice (treating everyone fairly) trumps autonomy (informed consent).

What is a contract?

At this point I should be clear that my students were discussing what I call the 'business contract' in which the rules for the therapeutic encounter are established. They were not discussing the value of a therapeutic contract, in which the client discusses what they wish to achieve by coming to therapy. The use of the therapeutic contract is hotly debated amongst different modalities and is a different conversation for a different article. In essence, the business contract establishes the frame between therapist and client. It sets the terms and conditions under which counselling will take place and is normally non-negotiable, except where flexibility is built-in. It would usually state, as a minimum, the length of time of the sessions, the limits of confidentiality, and what happens if the client misses or is late for a session. As an example, my own contract includes:

- Length of time of sessions – mine are usually 50 minutes, though for couples in particular I am happy to extend that to 90. Supervisees are a minimum of 90 minutes per month.
- Limits of confidentiality – this should include, as

a minimum, issues that may need reporting, such as harm to self and/or others, and the need to discuss issues with a supervisor. It is also important to note that confidentiality cannot be guaranteed on email, mobile phones, or other electronic devices.

- Cancellation policy – I charge if insufficient notice is given (currently three working days). This is because if a client does not attend at short notice, I cannot re-book that slot.
- Contact between sessions – clients often want to make contact between sessions, so it is worth being clear about the limits. My contract states that 'contact is normally restricted to short messages relating to practical issues such as timing of sessions'. Anything longer than that is contracted for separately.
- Note-taking – I take brief notes after sessions, restricted to what has been said, and clients have a legal right to look at these.
- Link to the BACP website – this allows clients to check that I have the professional standing I claim in my advertising.
- Social networking – therapists who use social networking sites may want to include a statement on their policy regarding accepting clients as 'friends'. For example: 'I do not accept invitations from clients or former clients to connect on social networking sites.'

I choose not to include frequency of sessions in my contract, as I prefer to negotiate this at the first session and then at various times as the work progresses, as necessary. In addition, I do not include my fees, which I always mention in the first contact and which are displayed on my website. I also don't include a statement in my contract about holidays, although I appreciate others may. I prefer to discuss these at the time, as I do not charge clients when they are away, or when I am on holiday.

In the eyes of the law

In its simplest form a legal contract should contain a mutual agreement. This means that, in this case, the counsellor agrees to counsel the client (the 'obligation') in return for payment (the 'consideration'). There is no legal obligation for a written contract as technically a verbal contract is just as binding. In line with the law, the BACP Ethical Framework states that good practice 'involves clarifying and agreeing the rights and responsibilities' of both parties, but does not insist on a written contract. Indeed, many counsellors eschew any kind of written contract, believing that it is enough to go through terms and conditions verbally, and that doing so is more conducive to the establishing of a therapeutic relationship.

However, there are some disadvantages to this approach. A verbal contract can be very hard, if not impossible, to enforce, as it comes down to one person's word against another's. In addition, first-time clients are often anxious and it would be understandable if they misheard, misunderstood or forgot what was said. A written contract offers safety on both sides. When a client wants to cancel an appointment at short notice, for example, the counsellor can remind them they have signed up to terms and conditions and therefore the counsellor may reasonably charge if insufficient notice has been given. Clients told this verbally and without their own copy of a written contract may understandably be taken aback, which may affect the therapeutic alliance.

Whilst many therapists have their terms and conditions displayed on their websites, there is no guarantee that clients will look there, and whilst this is a sensible precaution, it is in the counsellor's and client's best interests to give a written contract. As long as the therapist has recorded that the contract has been given, from a legal perspective, there is no imperative for the client to sign it for it to be binding. In short, as long as ethical principles are respected, counsellors can make their own rules, provided they are clearly stated. ■

Reference

1. BACP. Ethical framework for good practice in counselling and psychotherapy. Lutterworth: BACP; 2013.

AUTHOR BIOGRAPHY

Heather Dale is a senior accredited counsellor/psychotherapist in private practice and a senior lecturer at the University of Huddersfield. She is the author of BACP Information Sheet P11: Making the contract for counselling and psychotherapy.