



CLIENT TERMS AND CONDITIONS

Please read these terms and conditions which apply to the provision of my professional services. By making an appointment with Kai Schiemann of Palm & Mind Synergy, hereinafter referred to as 'P&MS' 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

Before undertaking Hypnotherapy with me, you will be required to have a free 20-30 minute online initial consultation.

The purpose of this initial consultation is to answer any questions you have, briefly explain the process and ensure that this therapy is suitable for your needs. During these calls, estimates of the number of sessions required to deal with your presenting issue are given on the basis of the information presented at that time. Estimates are only rough guidelines and are subject to change.

BOOKING & PAYMENT

In-person sessions: A non-refundable deposit of 25% is payable at the time of booking your first in-person session (eg. for a hypnotherapy session of \$220 the deposit would be \$55 etc.). The remaining balance can be paid at the first session and I do have a contactless card machine so you are welcome to pay by card and a receipt will be emailed. No deposit refunds will be issued for cancellations made less than 48 hours before the session appointment.

Online sessions: No deposit is required for online sessions, however payment for online sessions must be made at least 24 hours before the scheduled session start time. Where payment is not received 24 hours before your session, the session will be canceled and may be offered to someone else. It is your responsibility to pay the session fees before each scheduled session in order to confirm the appointment booking.

CANCELLATION, RESCHEDULING & REFUNDS

Cancellation & rescheduling

If you need to cancel or re-schedule a session, please provide as much notice as possible. Notification must be made via email or phone call at least 48 hours prior to an in-person session or 24 hours prior to an online session.

Refunds

No refunds will be issued for cancellations within 48 hours of in-person sessions or 24 hours of online

sessions.

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 online via credit/debit card via Stripe. If you would prefer direct debit, I will provide you with my account details on request. Payment for in-person sessions can also be made via credit/debit card at the end of your session.

CONTACT BETWEEN SESSIONS

Any contact between sessions will be by telephone, email or letter during office hours only (8am-6pm, 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.

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

The list of conditions outside my scope of practice are as follows:

- Clients with auditory/visual hallucinations
- Dissociative disorders
- Personality disorders
- Bipolar disorder

- Schizophrenia
- Schizoaffective disorder
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More information can be found here:

<https://www.nhs.uk/mental-health/conditions/psychosis/overview/>
<https://www.nhs.uk/conditions/hypnotherapy/>

AGE RESTRICTIONS

You must be at least 18 years old to participate in sessions.

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 and preferably via phone - +64 28 851 68680. 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 endeavor 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 behavior, 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 and may be recorded. Prior to any recording, your agreement will be sought. All recordings, conversations and notes will remain confidential, except in the following circumstances:

1. Where you give permission for confidentiality to be broken
1. Where I am compelled by a court of law
1. 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 **Kai Schiemann of M&PS** 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 **Kai Schiemann of M&PS**. In addition, you agree to defend, indemnify, and hold **Kai Schiemann of M&PS** 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.

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 New Zealand. You agree to submit to the exclusive jurisdiction of the New Zealand courts 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 familiarize 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 policy I have also provided you in this client pack - please read and sign this. 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. This business is also registered with the Information Commissioner's Office or ICO.

CONCERNS & COMPLAINTS

If you have a concern or complaint regarding your therapy, please discuss this with myself in the first instance and I will endeavor 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 **Kai Schiemann of M&PS** of the scope of the therapies that he provides and give my full consent to receiving therapy sessions from **Kai Schiemann of M&PS**.

I understand that results may vary from person to person and the agreement by **Kai Schiemann of M&PS** 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 **Kai Schiemann of M&PS** 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 **Kai Schiemann of M&PS** 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 **Kai Schiemann of M&PS** 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.

CONFIDENTIALITY

By signing this form, I consent that **Kai Schiemann of M&PS** may release information to a specific

individual or agency if it has been determined that a vulnerable person (child or elder) 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, **Kai Schiemann of M&PS** may discuss aspects of my case with other colleagues keeping my full name and identity completely confidential, unless I have given permission otherwise.

FullName: Signature: Date: