CLIENT CONSENT FORM

\_\_\_\_\_\_\_\_\_ \_\_\_\_\_ [Full name], \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ [Address] hereinafter referred to as the ‘**Client’**

AND

METAANOI, a Sole Proprietorship concern having its office at 2nd Flr, C-36 Panchsheel Enclave, New Delhi-110017 through its Proprietor Mrs. Richa Hora duly authorized to act in its behalf (hereinafter referred to as the ‘**Counsellor/Coach’**).

1. These are the standard terms and conditions for the services that the Councellor provides.
2. The following is intended to form the terms and conditions of the agreement relating to the professional relationship between the ‘Client’ and the ‘Counsellor/Coach’. If at any point either party believes that the other party might be in breach of this agreement, it is important that concerns are raised as soon as possible so that an amicable solution can be worked towards a resolution. The ‘Counsellor/Coach’ takes any/all concerns seriously. It is recommend that any complaint at the first instance be raised with the ‘Counsellor/Coach’ alone.
3. **Commencement Date:**

This Agreement shall commence on the day that this agreement is signed by the Client and the Counsellor/Coach.

The agreement may be terminated by either party at any time by giving to the other party at least one week’s notice in advance. However if the Client chooses to do so he/she/they will first settle all the pending dues of the Counsellor/Coach before terminating the agreement.

1. **Services:**

The services that will be provided under this agreement include Pre-Marital Counselling; Relationship Coaching; Life coaching; Marital Counselling; Matchmaking & Know your Partner session (KYP) a psychometric test or relationship counselling including in-person, video, telephone and online (hereinafter referred to as the ‘Services’).

1. **Ethical Standards:**

The ‘Counsellor/Coach’ shall carry out its obligations towards the ‘Client’ under this agreement in keeping with the ethical standards.

1. **Confidentiality:**

The confidentiality of information relating to the ‘Client’ is of paramount concern to the ‘Counsellor/Coach’. The ‘Counsellor/Coach’ shall be the sole judge of the Clients data protection & confidentiality of data . The ‘Counsellor/Coach’ shall share information on a need to know basis and care shall be taken to ensure the information remains secure. The Counselling and personal information are kept securely. Relevant data shall be shared by the Counsellor/Coach as per his/her discretion ,with other potential Clients for the Services mentioned at Serial No 4 hereinabove. If this occurs it will be discussed in the session whenever possible and recommendations will be discussed and documented in the ‘Client’s notes, held with the Counseller.

1. **Data Protection:**

The ‘Counsellor/Coach’ is committed to meeting the laws of Data Protection. The ‘Counsellor/Coach’ aims to keep information about the ‘Client’ confidential and secure as per his/her discretion.

 In summary, this means that the ‘Counsellor/Coach’ will ask for information about the ‘Client’ so that the ‘Client’ can receive proper care and treatment. Contact information, registration details, emergency contacts, and very brief notes on individual, couples’ and group sessions relating to the ‘Client’ will be kept. Upon starting counselling, basic personal information will be collected for contact and identification reasons. During meetings, an assessment of the ‘Client’s’ psychological health will be completed, and notes will be drafted after the ‘Client’s’ sessions. These will include personal and sensitive details about the ‘Client’s’ life. The assessment and notes are used solely for the delivery of ‘Services’ to the ‘Client’.

The ‘Counsellor/Coach’ shall keep this information with details of the ‘Client’ with care because it may be needed when the ‘Counsellor/Coach’ meets the ‘Client’ again. The ‘Client’ in no way shall have access to records of the ‘Counsellor/Coach’.

1. **Retention, Storage and Destruction of Information:**

Information about the ‘Client’ is stored in a confidential and secure manner whether it is in manual or computerized form. ‘Client information will be kept for the specific retention periods as outlined. ‘Client’ information is kept for the time necessary to provide the ‘Services’ requested, however, outside of this the ‘Counsellor/Coach’ will hold ‘Client’ details and session notes for a specified period following the end of. Currently, this period is six months after ‘Client’ ‘Services’ have ended. After this retention date, all data will be securely deleted.

1. **Influence of alcohol or substances:**

If it is reasonably suspected that the ‘Client’ is under the influence of alcohol or any illegal substances, the ‘Client’ will be asked to leave and forfeit the session that day without a refund of the fee. If this behavior continues, it may lead to ‘Services’ being terminated with no refund of any fee whatsoever.

1. **Contact between sessions:**

In instances where the ‘Client’ need to contact the ‘Counsellor/Coach’ between sessions, the ‘Client’ can call on +919810439959 or send an e-mail to info@metaanoi.com. If the ‘Counsellor/Coach’ can’t take the ‘Client’s’ call, the ‘Counsellor/Coach ‘ shall revert back . All calls and messages will be responded to as soon as reasonably practicable as time permits between sessions within normal working hours. The ‘Counsellor/Coach’ does not operate a crisis or emergency service. If the ‘Client’ needs to speak to someone immediately please contact your General Practitioner/anyone else deemed appropriate by the ‘Client’.

1. **Use of Counsellor/Coach’s website online content (e.g. Blogs, Twitter, Facebook, LinkedIn):**

The materials contained on the ‘Counsellor/Coach’s’ website and other online content are for general information only and should not be relied upon as legal, medical, therapeutic or other professional advice. The ‘Counsellor/Coach’ makes no warranty as to whether the information is accurate or up to date. The ‘Counsellor/Coach’ does not accept any responsibility for any loss which may arise from accessing information that the ‘Counsellor/Coach’ puts either on its website or on any other online forum. The ‘Counsellor/Coach’ hereby excludes all liability for losses or damages that are direct or indirect arising from use of any online material relating to the ‘Counsellor/Coach’ including but not limited to its website.

Changes may be made to the ‘Counsellor/Coach’s’ online content, the content may be deleted at any time without notice.

1. **Access of service online:**

The ‘Counsellor/Coach’ aims to make its website and online material and communication (e.g. e-mail, social media, and video calls such as Skype) as accessible to all ‘Service’ users. However, the ‘Counsellor/Coach’ does aim that the website or online services will always operate correctly, will necessarily be compatible with all ‘Clients’’ hardware and software, or will be secure over the ‘Clients’’ internet connection. The ‘Counsellor/Coach’ will not be held responsible for any loss of data, damage to data, unlawful interception of data, viruses or interruption of access.

1. **Dual Relationships:**

The relationship between the ‘Counsellor/Coach’ & the ‘Client’ is professional in nature and cannot extend into other spheres. In order to protect professional boundaries and ethics, it is not appropriate to engage in any other capacity outside of such relationship. This helps ensure objectivity, clinical judgment and effectiveness.

1. **Litigation and Legal Proceedings:**

Due to the matter of dual relationships, the nature of the Counselling process and the fact that Counselling often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, personal injury, etc.), neither the ‘Client’ nor the ‘Clients’’ lawyer, nor anyone else acting on the ‘Client’s’ behalf will call on the ‘Counsellor/Coach’ to provide a report, letter or to testify in court or at any other proceedings.This is explicitly understood and agreed to by the ‘Client’.

If the ‘Client’ at any stage becomes aware that there is a possibility that the ‘Client’ will be involved in litigation or legal proceedings, the ‘Client’ agrees to let the ‘Counsellor/Coach know at the earliest possibility so that the risks of any dual relationships or conflict of interests can be discussed and resolved. It is understood that the sharing of any data is at the sole discretion of the ‘Counsellor/Coach’.

1. **Fees and payment:**

The rates for the Services extended by the ‘Counsellor/Coach’ to the ‘Client’ are listed in Appendix ‘A’ attached along with. Payment is required before each session by cash/cheque/any digital mode.

1. **Initial sessions and ongoing treatment:**

The initial session(s) form part of the ‘Client’s’ psychological assessment to explore the presenting issue and discuss how the ‘Services’ rendered might address it. No further obligation is assumed by either party as a result of attending this initial one session. After the initial session(s), the ‘Client’ may decide that the ‘Client’ does not want to continue any further or the ‘Counsellor/Coach’ may decide that the ‘Services’ sought for by the ‘Client’ falls outside the areas of the ‘Counsellor/Coach’s’ expertise and experience.

1. **Sessions and cancellations:**

Sessions are usually for 60 minutes in duration based on prior appointment with the ‘Counsellor/Coach’.

Appointments for sessions will be reserved for the ‘Client’ as per the discretion of the ‘Counsellor/Coach’.

Since ongoing ‘Services’ involves the reservation of a time specifically for each client, a minimum of 24 hours’ notice is required for re-scheduling or cancelling an appointment. Unless a different agreement is reached and confirmed in writing, the full fee will be charged for sessions that the ‘Client’ does not attend or arrive at later than the start time without providing at least 24 hours’ of notification of cancellation or rescheduling.

It is expected that the session shall begin at the agreed time. Any session that begins after this time due to the ‘Clients’’ late arrival for whatever reason cannot be extended beyond the agreed finish time. If the ‘Client’ does not arrive or call me within 15 minutes of the agreed appointment, this will be considered as a cancellation without the required 24 hour notice being provided and the ‘Counsellor/Coach’ may not be available for the remainder of the session. For a couples’ Counselling session, both individuals need to be present in order for the session to start.

If for any reason the ‘Counsellor/Coach’ has to cancel a session, the ‘Counsellor/Coach’ will aim to provide the ‘Client’ with 24 hours’ notice wherever this is possible and the ‘Client’ will not be charged for the session. The ‘Client’ is required to provide at least 2 weeks’ notice in relation to any holiday dates.

1. **Regular reviews:**

Working towards the goals of Counselling requires effort, active involvement and honesty on the ‘Clients’’ part. During the first session and throughout the work, the ‘Counsellor/Coach’ will discuss with the ‘Client’, the ‘Client’s’ understanding of the problem, counselling plan, Counselling objectives and the ‘Clients’’ view of the possible outcomes of the counselling . Counselling requires the ‘Client’ to recall and talk about events, feelings or thoughts which could at times give rise to unpleasant feelings and in extreme cases, physical symptoms such as insomnia. For this the ‘Counsellor/Coach ‘ will not be held responsible in any manner.The ‘Counsellor/Coach’ will regularly ask for ‘Client’ feedback and views on the ‘Clients’ Counselling and its progress. It is important that the ‘Client’ be as honest as the ‘Client’ can be so that the ‘Counsellor/Coach’ can monitor and respond to any concerns the ‘Client’ may have.

1. **Ending Services:**

Regular reviews of the ‘Client’ progress will help determine the duration of the ‘Services’. During the initial assessment and the first session following that, the ‘Counsellor/Coach’ will discuss with the ‘Client’ whether both believe that the ‘Services’ rendered by the ‘Counsellor/Coach’ will be of beneficial to the ‘Client’. If at any point during the ‘Services’ rendered, the ‘Counselor’ assesses that it is not effective in helping the ‘Client’ reach its goals, the ‘Counsellor/Coach’ is obliged to discuss this with the ‘Client’, up to and including termination of treatment.

‘Services’ may need to be terminated if the ‘Counsellor/Coach ‘ feels that there is undue lack of commitment from the ‘Client’ or if less than half of the mutually agreed frequency sessions are not attended in any two-month period. In such an event there shall be bo refund of any fee paid towards such services in any manner whatsoever.

The ‘Counsellor/Coach’ reserves the right to terminate this agreement at any time in the event that in its opinion the ‘Client’ is not likely to benefit from ongoing sessions with the ‘Counsellor/Coach’. The ‘Counsellor/Coach’ may also terminate this Agreement by giving the ‘Client’ one week’s notice of termination. In the event there is any non-cooperation on the part of the ‘Client’ to achieve desired results and in such an event the services are terminated by the ‘Counsellor/Coach’, then the ‘Client’ shall not be entitled to any refund of the fee. On a case to case basis there may be a discussuin, in which case any amount payable shall not be more than 25% of the balance towards unused services.

The ‘Client’ has the right to terminate this agreement at any time and for whatever reason. The ‘Counsellor/Coach’ will always respect the ‘Client’ decision. The ‘Client’ is required to give at least one week’s notice before terminating the ‘Client’ sessions in order to allow time in the final session to discuss the ‘Client’ reasons, progress made and possible referrals for ongoing support. However, there will be no reimbursement of any fee by the ‘Counsellor/Coach ‘for the unused Services or period of Services.

1. **Entire Agreement:**

This agreement constitutes the entire agreement between the parties. The ‘Client’ acknowledges that the ‘Client’ has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the ‘Counsellor/Coach’ which is not set out in this agreement.

1. **Notices**:

Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at the address for that party contained in this agreement or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by Speed Post AD or other next working day delivery service, commercial courier, fax or e-mail. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

1. **Third parties:**

A person who is not a party to this agreement shall not have any rights to enforce its terms.

1. **Variation:**

Except as set out in these terms, no variation of this agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties.

1. **Dispute Resolution:**

The parties this this Agreement agree that prior to commencing any litigation arising from or in connection with this agreement, they shall enter into an alternative dispute resolution process for the purposes of resolving any disputes between them. This may initially involve an informal settlement meeting between the ‘Client’ and the ‘Counsellor/Coach’ to attempt to resolve the matter. If any dispute arises in connection with this agreement and this is not resolved at an informal settlement meeting as aforementioned, the parties will attempt to settle it by mediation in accordance with the Mediation Procedure as laid down by the Delhi High Court Mediation & Conciliation Centre ‘SAMADHAN’. No party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by an unreasonable delay by reason of the failure of the other party. Nothing in this Agreement shall affect the ‘Counsellor/Coach’s’ ability to commence litigation in respect of recovering any outstanding fees owed by the ‘Client’ or any third party in respect of sessions or other services without the need to engage in Alternative Dispute Resolution as described in this Agreement.

1. **Governing law and Jurisdiction:**

This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of India. Each party irrevocably agrees that the courts at New Delhi alone shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

1. **Acceptance:**

The ‘Client’ agrees that the ‘Clients’’ continued use of the services of the ‘Counsellor/Coach’ constitutes the ‘Client’ approval and acceptance of the terms within this agreement.

Client/s signature :………………………………………………………….

Client/s full name :……………………………………………………………

 (Block Capitals)

Date :…………………

Client/s emergency Contact No/ email address:……………………………………

Client/s emergency contact person’s name :……………………………………….

Relationship with Client/s: ………………………………………………..

Counsellor/Coach signature :………………………………….

Counsellor/Coach full name (Block Capitals):- Mrs Richa Hora

Date :…………..