



**Formerly Institute of Clinical Hypnotherapy and Psychotherapy
Graduates Association (ICHPGA)**

CODE OF ETHICS

Standards and Practices 2020

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1. INTRODUCTION

The European Association of Professional Hypnotherapists (EAPH) is an Association for professional therapists who hold a recognised qualification in the use of clinical hypnosis that meets the standards of the EAPH.

The Committee of the Association reserves the right at all times to grant, refuse or terminate membership. The purpose of this Code of Ethics primarily is to ensure the protection of clients and embed within our membership, the key fundamental principles of ethical professional practice, such as empathy, congruence, unconditional positive regards, beneficence, non-maleficence, respect, confidentiality, justice and competence.

1.1 Marketing

All members are required to display the EAPH seal on their marketing materials and website, where reasonably practicable. Marketing materials must contain a Disclaimer that there is no guarantee of a cure for the presenting problem and state that payment is made for the therapist's time.

1.2 Membership Requirements

All members will be required to complete, sign and post an Application/Renewal form to The Secretary of the EAPH confirming that the applicant has:

- 1.2.1 Ongoing Professional Indemnity Insurance.
- 1.2.2 Completed a minimum of 4 Hypnotherapy Supervision sessions during the previous year for active hypnotherapists, as detailed in the Supervision Guidelines.
- 1.2.3 Completed 24 hours of Continuous Professional Development (CPD) annually.
- 1.2.4 Read and will adhere to the standards and practices outlined in the Code of Ethics.
- 1.2.5 Agreed that physical touch is regarded as an unethical boundary violation and is thus prohibited except in the following circumstances.
 - (1) Accepted cultural norms such as a handshake.
 - (2) A hug where there is a clear therapeutic advantage.
 - (3) For the purpose of certain inductions such as the Elman induction.
 - (4) For accepted techniques that clearly form part of hypnotherapy training accepted by the EAPH which include, at present, anchoring and automatic writing. Unethical and inappropriate touching is strictly prohibited.
- 1.2.6 Provided a copy of their Advanced Diploma in Hypnotherapy from a reputable source (online qualifications are not acceptable) – applies to new members only.

1.3 Membership Fee

- 1.3.1 The annual membership fee is €125 and is renewed on 1st March annually.

The website of EAPH (<https://eaph.ie>) contains a list of members in good standing that is accessible to the public. It also contains a 'Members only' area that provides downloadable templates to support members in the practice of hypnotherapy.

1.4 Continuous Professional Development (CPD)

- 1.4.1 All practicing hypnotherapists are expected to maintain **24** hours of Continuous Professional Development annually.

1.5 Organising Events

- 1.5.1 Members who intend to organise, run or be involved in any event under the banner of EAPH must request prior written consent from the EAPH Committee.

1.6 Adherence and amendments to the Code of Ethics

- 1.6.1 The purpose of the document is to promote an optimum level of good practice. From time to time, this document may be amended. Please refer to the latest version which will be available to all members via the website. The version number and date will always appear on the footer of the document.
- 6.2 Non-compliance, breach or, violation of the terms of the Code of Ethics may lead to the termination of membership.
- 6.3 Members will refrain from engaging in any behaviour in connection with their professional endeavours that would be likely to bring the Association into disrepute.

2. PROFESSIONAL RESPONSIBILITY

Members have a responsibility to know, understand and abide by the EAPH Code of Ethics. They should be aware of their professional responsibilities and obligations and take action to fulfil these responsibilities at all times.

2.1 Professional and Ethical Awareness

Members shall:

- 2.1.1 Accept the requirement to know, understand and operate within the provisions of the EAPH Code of Ethics.
- 2.1.2 Accept the requirement to be aware of applicable legal, ethical, professional, standards and practices set out in this Code of Ethics.
- 2.1.3 Accept the requirement to maintain and develop the highest standard of professional competence and integrity in the application of hypnotherapeutic knowledge and techniques throughout their professional careers.
- 2.1.4 Practicing hypnotherapists to provide evidence of 4 sessions of Supervision annually.
- 2.1.5 Explain the nature of hypnosis, options, limitations and risks to clients and 'do no harm' to clients as a result of the therapeutic process.
- 2.1.6 Show evidence of holding valid and current professional indemnity insurance.
- 2.1.7 Promote client autonomy and encourage clients to make responsible decisions for themselves.
- 2.1.8 Never promise a cure for any condition or problem, nor give advice or, otherwise pass comment on any medical or, psychiatric condition, unless the therapist has relevant training and qualifications in these fields.
- 2.1.9 When an aspect of the client's presenting problem is either known or suspected to be outside the member's area of expertise, the client must be informed. In the event of such a situation, the member (a) refer the client to an appropriate specialist or (b) advise the client to consult their General Practitioner or (c) seek

assistance from their Supervisor, while being aware of respecting the client's right to anonymity in all discussions.

- 2.1.10 Make it clear to the client that s/he is not a medical doctor and is not in a position to offer a diagnosis or prognosis. To this end members must not use titles or descriptions that mislead clients.
- 2.1.11 Ensure the member's workplace and all facilities offered to clients and their companions will be suitable in every respect be and appropriate for the service provided.
- 2.1.12 In all professional activities, members, must accept the importance of behaving with integrity, honesty, fairness and respect for others.
- 2.1.13 No member will engage as a presenter of Stage Hypnosis.

2.2 Responsibilities for Self-Care and colleagues

Members must take responsibility to protect and monitor their own physical, emotional, mental and psychological well-being, in order to work with clients effectively by:

- 2.2.1 Maintaining a healthy work/life balance to promote professional competence.
- 2.2.2 If professional functioning is impaired due to personal or emotional difficulties (for example, trauma, bereavement, illness, alcohol, drug misuse, dependency, or any other form of distress) therapists have an ethical duty to refrain from providing professional services and consult with their Supervisor.
- 2.2.3 In a spirit of collegiality, provide support to fellow therapists who may be exhibiting signs of professional fatigue, impairment or distress and intervene as appropriate to prevent possible harm to them and clients.

2.3 Responsibilities to the Client

- 2.3.1 Disclose full details of all relevant training experience and qualifications to clients.
- 2.3.2 CPD is an integral component in the continuing provision of safe and effective services for the benefit of service users. For further detailed information on how to achieve credits please refer to page 5 of the Therapist's Portfolio Booklet, which members can download from the members area of the EAPH website (<https://eaph.ie/eaph-supervision/>).
- 2.3.3 Avoid misrepresentation or exaggeration about therapeutic competency and expertise in the services offered.
- 2.3.4 Members must establish, monitor and maintain professional boundaries within the therapist/client relationship to avoid a conflict of interest between their personal and professional life.
- 2.3.5 Take responsibility for making and providing the client with a clear Therapy Contract that discloses fees, terms of payment, type of payments accepted, duration of a session, cancellation or changing of appointment procedure, any charges levied for non-attendance. The details of the Contract should be discussed and agreed prior to treatment commencing and a copy of the signed contract should be given to the client as soon as possible thereafter. Any subsequent revisions of the contract shall be agreed with the client before they take effect.

- 2.3.6 Members must not engage in a sexual relationship of any kind with a client and, must be diligent in guarding against any act, suggestion or statement that may be misconstrued, interpreted, mistakenly or otherwise, as having a sexual implication.
- 2.3.7 Take responsibility not to exploit their clients financially or engage with their clients sexually or in any other inappropriately exploitative manner. Practitioners must be aware of their own needs and must not abuse their clients in meeting those needs.
- 2.3.8 Take responsibility to be aware of the power differential in their work with clients and take care not to exploit or abuse their power.
- 2.3.9 Present all services and products in an unambiguous manner and ensure that the client retains complete control of the decision to purchase such services or products.

3. THERAPY CONTRACT

All members are required to enter into a written Therapy Contract with their clients for the purposes of transparency and at a minimum, offer clarification in the following areas:

3.1 Privacy, Confidentiality & Informed Consent

3.1.1 Members must respect a client's right to privacy and confidentiality and always conduct their practice in ways that promote the client's personal autonomy and freedom of choice. The context of every interaction between the therapist and client is confidential, and, must not be disclosed, whether an individual is, or, has been a client, as well as enquiries made by individuals about becoming a client must remain confidential. Each member should also ensure that any information which could possibly lead to the identification of a client, is not transmitted through overlapping networks of confidential relationships.

It is the responsibility of each member, to pursue a course of action in these circumstances, that ensures the safety of those at risk and minimises any breach of confidentiality by conveying only the information that is necessary and relevant.

3.1.2 All voluntary disclosure of sensitive and personal information will be treated in a confidential manner and in accordance with GDPR 2018, except in the following circumstances:

- a) Concern about actual or possible serious physical harm or death, including threatened suicide.
- b) Under Children First: National Guidance for the Protection and Welfare of Children, 2017: Disclosure of a named child abuser (a child is 18 or under) or abuse (including bullying) towards vulnerable persons by a client or child, including historical cases, requires mandatory referral of suspicions or reasonable grounds concerning bullying to the HSE Duty Social Worker (full details on www.tusla.ie).

The Criminal Justice (withholding of information on offenses against Children and vulnerable persons) Act 2012, The Protection for Persons Reporting Child Abuse Act 1998 and the Child Care Act 1991.

- c) Client's written request to share your notes with a legitimate and appropriate third party, or in the normal course of confidential professional supervision.
- d) Members must protect the rights of their clients and respect the essential humanity, worth and dignity of all people and promote these values in their work.
- e) Members must recognise and respect diversity amongst all people. They should not allow the service they provide to individuals, to be diminished by factors such as, age, class, culture, disability, education, ethnicity, gender, party politics, race, religion, sexual orientation, or social standing.

3.2 Respect for the Rights and Dignity of a Client

3.2.1 Members should strive to foster the health, safety, integrity, well-being and rights of others and not intentionally intrude on matters that do not relate to therapy.

3.2.2 The client's dignity must be respected, including their moral and cultural values.

- 3.2.3 The member is to ensure that the client consents to participating in the therapeutic process at all stages and must respect the client's right to discontinue treatment at any time.
- 3.2.4 Aside from a greeting handshake, the Association permits touching only with the express consent of the client for the purpose of completing hypnotic induction, anchoring or, in the demonstration of a hypnotic technique. Touching the client for any other purpose is not permitted and will be considered a violation of the Code of Ethics.
- 3.2.5 Therapeutic interventions that are based on or require consistent touching of a client or, involve prolonged stroking of the client's arms or legs are **not** permitted. In such circumstances, if it comes to the Association's attention that a member is utilising therapeutic interventions such as described, following the outcome of a Complaints enquiry, the Association reserves the right to suspend or terminate their membership.
- 3.2.6 Members must be diligent in guarding against any act, suggestion or statement that could be misconstrued or interpreted mistakenly or, otherwise, as having a sexual implication.

3.3 Professional Competence and Personality alignment

- 3.3.1 All members are responsible for discussing the client's own expectations of the outcome or, preferred outcome of treatment and the methods that will be involved in attaining that outcome.
- 3.3.2 In the interests of transparency, members must disclose their current qualifications to allow the client an opportunity to satisfy himself/herself of the level of the member's competency.
- 3.3.3 If a member perceives a mismatch between themselves and the potential client due to a personality clash, transference or any bias, this must be disclosed to the potential client with an option to resolve the matter, if appropriate, or a referral to a more appropriate therapist.

3.4 Stated Commitment of Client

- 3.4.1 Discuss and determine your client's level of commitment to therapy for a successful outcome.

3.5 Code of Ethics

- 3.5.1 You must inform the client that you are bound to a Code of Ethics, a copy of which may be found on the Association's website.

3.6 Session and Treatment details

- 3.6.1 Discuss the proposal for treatment and ensure your client understands and agrees with the proposed approach including the contribution/engagement expected from them.

3.7 Appointments and Cancellation of Appointment

- 3.7.1 You must ensure that the client understands the cancellation policy for appointments, including the penalty for 'no show'.

3.8 Fees and Receipts

- 3.8.1 All fees should be clearly explained prior to therapy and a receipt should be provided at the beginning or end of each session.

- 3.8.2 Fees must be clearly stated prior to engagement and payment options should be communicated (for example, cash only, cash and cheques and/or card payments).
- 3.8.3 It should be communicated to clients that refunds for hypnotherapy are currently not refundable under medical insurance policies in the Republic of Ireland.
- 3.8.4 At time of writing, fees are not refundable under the Revenue Commissioners Annual Med1 form.

3.9 Professional Standards - Complaints

- 3.9.1 Clients should be informed that Association members abide by a Complaints Procedure.
- 3.9.2 All complaints should first be referred to the therapist in question for resolution.
- 3.9.3 If a resolution cannot be found, the complaint can be referred in writing to: EAPH Professional Standards Officer.

3.10 Record Keeping

- 3.10.1 If it is your intention to record the sessions of the client, prior written consent should be obtained from the client. In addition to obtaining consent, it is also necessary to inform the client of the purpose of such audio/video recordings, as well as how the recordings will be stored and disposed of.
- 3.10.2 In compliance with Data Protection and the Code of Ethics of the EAPH, clients' files must be held in a locked and secured area for six years following completion of therapy, after which time, they must be shredded.

3.11 Contact Details

- 3.11.1 Members must provide their contact details and expected response times for queries during the course of therapy, together with the name and contact details of an alternative therapist/help line in case of emergency during holidays or unavailability.

3.12 Next of Kin

- 3.12.1 Members must ensure they have details of the next of kin in the unlikely event of a client becoming ill or requiring assistance. Please ensure you have their mobile number with the client's consent.

3.13. Data Protection

- 3.13.1 Members must comply with Data Protection legislation which requires them to:
 - a) collect no more data than is necessary from an individual for the purpose for which it will be used;
 - b) obtain personal data fairly from the individual by giving them notice of the collection and its specific purpose;
 - c) retain the data for no longer than is necessary for that specified purpose;
 - d) to keep data safe and secure; and
 - e) provide an individual with a copy of his or her personal data if they request it.

- 3.13.2 Since the client is entitled to request a copy of their data, therapy records must only reflect a summary of accurate and factual observations during session with evidence as appropriate.
- 3.13.3 If a copy of a client's notes is request by a third party, for example, a Solicitor, please note that only a Court Order can break the confidentiality bond between therapist and client.
- 3.13.4 The client is entitled to receive a copy of their notes on request without charge. They have the discretion of passing those notes to a third party.
- 3.13.5 The written Informed Consent of a client is required if a member is submitting research or case studies for publication or, publishing case studies/research on online platforms which includes, but is not limited to, the member's social media sites (Facebook, Twitter, Instagram), website, advertising etc.
- Please do not use Social Media platforms that identify clients in any way. In all cases, the client's identity must be protected.
- 3.13.6 Obtain written consent from both parents/legal guardians before commencing therapy with a minor (a person under 16 years).
- In the event that it is not possible to obtain consent from both, then written permission must be obtained from at least one parent/legal guardian prior to the commencement of therapy.
- 3.13.7 Members must have Garda Vetting clearance before working with minors (under the age of 18 or is married or has been married) if they are contracted or are volunteering as part of an organisation. Self-employed members do not require Garda Vetting.

3.14. Disclaimer

- 3.14.1 Members should include a Disclaimer in the Therapy Contract to the effect that their services are not intended as substitutions for those provided by a mental health professional (medicine, psychology, or psychiatry).
- 3.14.2 It must be stated clearly in writing that Hypnotherapists/Hypnoanalysts are complementary health practitioners and are not recognised as mental health professionals.
- Therefore, they are not allowed to diagnose or treat medical conditions, illnesses, or diseases. Neither are they allowed to write medical reports or offer a prognosis on a client's condition.

3.15 Governing Law and Informed Consent

- 3.15.1 Members must declare that these terms and conditions shall be governed by and construed in accordance with the laws of the Republic of Ireland.

Advisory Note:

Therapists working from home should take out separate insurance to cover the area in which they conduct their practice.

4. COMPLAINTS PROCEDURE

The purpose of the EAPH (The Association) Complaints Procedure is to provide an open and transparent way for clients or other therapists to raise a complaint against an EAPH registered therapist against whom an allegation of professional misconduct is made under the Association's Code of Ethics and Standards.

4.1 Criteria for Complaints

- 4.1 The complaint must relate to an EAPH registered therapist at the time of the alleged professional misconduct.
- 4.2 A complaint may be submitted up to three years following the termination of the professional relationship.
- 4.3 A complaint may be submitted where a complainant becomes aware of the alleged misconduct of another EAPH practitioner/trainer and has evidence in support of the allegation.
- 4.4 If your complaint does not satisfy the above criteria, it will be returned to you with an explanation of why it does not meet the criteria.

4.2 Excluded Complaints

- 4.2.1 Complaints for which legal action is proposed or is in progress, including those that are subject to Criminal or Civil Law.
- 4.2.2 Complaints about professional misconduct that occurred more than three years following termination of the relationship.

4.3 Disciplinary Procedure

- 4.3.1 If a complaint is upheld, the EAPH registered therapist/trainer can be disciplined by one or more of the following:
 - a) Issued with a formal requirement for re-training or specific changes/improvements in their practice by a specific date.
 - b) Suspension and withdrawal of any professional status or rights conferred by their membership of EAPH.
 - c) Termination of their EAPH membership with their details deleted from EAPH website.

Please note that it is outside the remit of The Association to prevent a therapist from continuing to practice or obtain financial compensation or reparation for the complainant.

4.4 Making a Complaint

- 4.4.1 There are two types of complaints; Informal and Formal. Please keep a written record of your actions.

4.4.2 Informal Complaint

A complainant wishing should first try to resolve any grievance directly with the therapist/trainer before making a formal complaint. S/he is requested to the nature of the complaint and what the therapist can do to redress the situation.

4.5 Formal Complaint to EAPH (The Association)

If the issue remains unresolved, the attached Complaints Form should be completed and emailed to the Secretary (secretary@eaph.ie) who will forward it to the Professional Standards Officer EAPH for action.

4.5.1 **Process**

- a) A complainant should state the nature of the complaint and how they feel the issue should be resolved.
- b) A complainant's email/letter with enclosures will be acknowledged within 7 working days of receipt of the complaint.
- c) Following investigation, a final response will be issued within 21 working days or if circumstances do not permit this, they will be advised of the progress of the investigation and likely timeframe for resolution and closure of the complaint.
- d) All formal complaints will receive a final response by letter or email from the Professional Standards Officer.

4.6 Appeals Procedure

4.6.1 If a complainant is dissatisfied with the final response, they can appeal the decision to the Ethics Committee within six weeks of the date of the final response email/letter on the following basis:

- a) New evidence has come to light and must be provided
- b) (b) The final response was not justified due to the weight of existing evidence.

Copies of the signed Therapy Contract and receipt for services must be included. The Committee's decision following appeal and review is final.

COMPLAINT FORM

Details of Complainant:

Name: _____

Address: _____

Email: _____ Mobile: _____

Details of EAPH Registered Practitioner/Trainer:

Name: _____

Address: _____

Email: _____ Mobile: _____

Date of alleged Professional Misconduct: _____

Details of Incident:

Consent of Witness (if any) to be contacted by EAPH

Name: _____

Address: _____

Email: _____ Mobile: _____

Details of attempt to resolve issue to date or reasons for not doing so:

Details of how matter can be resolved to your satisfaction:

DECLARATION:

1. I declare that the information given in relation to my complaint is accurate.
2. I have enclosed copies of all relevant documentation (signed Contract and receipts).
3. In accordance with GDPR, I consent to information being disclosed to the appropriate parties.
4. I consent to the EAPH contacting me by phone and/or email. (If not tick this box:)
5. If I am not satisfied with the final response, I confirm that I will abide the Ethics Committee.

Signature of Complainant

Date