

The Working Group for Hypnotherapy Regulation

Consultation on a National Code of Ethics for Hypnotherapists

November 2007

Introduction

The Working Group for Hypnotherapy Regulation grew out of the interim Working Group for Hypnotherapy which met in 2006, and which was subsequently wound up by a majority vote, most members feeling that more progress was needed towards a workable system of voluntary self-regulation (VSR) for UK hypnotherapy. The majority of member bodies of the interim group then established the Working Group in January 2007.

The Working Group decided to progress VSR in UK hypnotherapy by utilising the fundamental principle of "Creating Standards Together." It was realised that with a wide proliferation of professional bodies, training schools, and individual approaches to hypnotherapy, coupled with well known disputes and disagreements between professional bodies which has led to a historical lack of cooperation (all being detrimental to our professionalism), that the only hope of achieving a true consensus would be to progress VSR via open consultation and democratic vote. It was thus decided that:

- The Working Group would function independently of professional bodies and instead invite the direct participation of individual professionals irrespective of affiliation
- Progress in VSR would commence with a profession-wide open consultation process available to all UK professionals
- After each consultation process, the results would be made available to all stakeholders
- The results of each consultation would modify the proposed element of VSR currently being progressed and would result in a revised model of VSR
- Said revised model would be open to full democratic vote before adoption by the Working Group
- The Working Group would commence with a draft **National Code of Ethics** for two reasons. Firstly, this had been the unanimously democratically adopted position of the interim Working Group, although this was not progressed. Secondly, that debate on a National Code of Ethics would prove less controversial or potentially divisive than other VSR elements and thus would prove a good starting point.

Limits and Flaws

The Working Group was aware of three fundamental possible limits and flaws to its approach. Firstly, that some professional bodies would not join the Group, participate in its processes or recommend its work to their members. Secondly, that there might be an insufficient number of U.K. professionals participating to render the Group's work meaningful. Thirdly, that given the absence of a regulator, the interests of professional bodies could still dominate.

As to the first issue, the Group from its inception maintained an open invitation to all U.K. professional bodies irrespective of their particular views to join and participate. In cases where the invitation was not accepted, the Group ensured that professionals not affiliated elsewhere were informed of the Group's work and given the chance to sign up for the process. Although some professional bodies still remain outside of the framework, the combined weight of those participating represents some 80% of the U.K. profession and the Group believes that this is more than a sufficient mandate to create positive change. Finally, as the profession has historically been held back by disputes between professional bodies, the Group felt it was especially important to allow individual professionals to set the agenda.

The second issue has been demonstrably resolved in that, since its launch in January 2007, in excess of 4000 U.K. professionals have signed on to the Group's process. Again this represents in excess of 80% of the known profession participating together in VSR. This is an unprecedented unifying step and has led to the formation of a preliminary **National Regulatory Register** for the protection of the public.

The third issue has been partially resolved. On the one hand, professional bodies do not have a vote on the progress of VSR elements – they only have an initial say as Group members in the potential future agenda (e.g. choosing to progress a Code of Ethics.) The voting system allows for U.K. hypnotherapists to vote directly. On the other hand, initial entry onto the Register is via participating professional bodies as their criteria are known and judged to be effective. Further independence from said bodies is needed in the near future for the sake of public protection.

The Draft Code of Ethics (Appendix 1)

The Draft Code of Ethics was created in January 2007 by a process of surveying all key issues and concerns from the Codes of Ethics of the 15 most well-known U.K. professional bodies and adapting these where relevant. The fundamental principle applied to each clause of the Code, as well as to the Code as a whole, was as to **whether public protection would best be served by the wording and intention of the item in question**. A test of consistency was applied in cases where professional bodies appeared to disagree on fundamental issues and a majority view taken if this was clear.

What emerged was then initially circularised internally for further comment and was posted on the website of the Working Group in late January 2007. At this point the Working Group's e-newsletter began to notify those signed on as to their rights to participate in the process, while the newsletters of various professional bodies also kept their members informed and encouraged them to participate.

The Consultation Process

The Consultation process ran from January 2007 until June 30th 2007 to ensure sufficient time for the Group to reach the widest possible audience. Participants were invited to comment on the Code as a whole as well as on individual clauses. Out of 4078 participants by the close of the process, the Group received 1013 detailed comments on the Code; 453 general messages of support, 98 general messages of opposition, and 4 abusive messages (defined as messages of opposition which used inappropriate or unprofessional language.) In addition, 5 participants requested to unsubscribe from the process although 2 of these subsequently resubscribed under different email addresses.

Closing the Process

On closing the process at the end of June 2007, a further 7 responses to the Code were submitted. It was felt by the Group that it was important to stick to the consultation deadline and so these responses were excluded from the process.

Most Contentious Issues

The most contentious issues in the draft Code are defined by the Group as those clauses in the Code which caused practitioners most concern or to which practitioners voiced most objections numerically. This is defined as any clause which generated over 50 responses or 5% of the total responses received. Often, practitioners' negative responses came with detailed, useful reasoning and possible alternative suggestions. In order, the most contentious issues were:

Clause 32:	Use of the title "Doctor"
Clause 32:	Use of the title "Consultant"
Clause 9:	Relationship of hypnotherapists with medical Doctors
Clause 2:	The clause on discrimination (e.g. religion, gender, orientation)
Clause 33:	The ethics of working with Minors
Stage Hypnosis Clause:	The question of the ethics of Stage Hypnosis
Supervision Clause:	The question of the appropriate level of supervision
Clause 4:	The question of appropriate fees and professional services
Entry Criteria:	Not a clause but general comments about the need to have common entry criteria to make a Code of Ethics effective.

There were many other clauses which created critical feedback but in insufficient numbers to be classed as a contentious issue. These are listed on a clause by clause basis below.

Unaddressed Issues

In addition to contentious issues, many practitioners wrote in with unaddressed issues and asked them to be included in the Code. These are included below.

Progressing the Consultation

Having received such a large amount of feedback, the Group felt that all significant critical feedback should be made public on a “clause by clause” basis and that possible alternative clauses should be offered for the formal vote.

What therefore follows is an itemized account of the progress of the Draft Code together with possible alternative wording for contentious clauses. This document will remain in the public domain through December 2007 when the full vote will be organised and the results published in January 2008.

THE CONSULTATION ON A “CLAUSE BY CLAUSE” BASIS

General Feedback

Positive

Generally, a clear majority of professionals were supportive of the Working Group's aims and intentions, especially the attempt to bring nationwide unity and a common Code of Ethics. There were 453 general messages of support:

“This appears very comprehensive”

Nicola Merton-Richards

“I am so pleased and very glad that now the Hypnotherapy field is on its way to building its very much needed Code of Ethics. I will certainly be voting in favour of such relevant and important procedures.”

Lynn Hedges-Geast

“I have read and fully support the draft Code.”

John Asher

“Just like to register my interest in the rules and codes of ethics, and so far, I agree with the general outline and principles.”

Diana Hobbs

Negative

Some professionals felt that the Working Group was unnecessary given their affiliation to a professional body and others that we were trying to force them to conform to our standards. We received 98 messages of opposition.

“As a member of the HA I am already represented in matters of professional regulation. It doesn't seem useful to me, to create an alternative organisation when people are already working towards the regulation of our profession.”

Peggy Melmoth

“Stop wasting our time!”

When the government is ready they will regulate based on the NOS (ed – National Occupational Standards), just as they are beginning to do re: counselling etc. Frankly your efforts in the meantime are mere scare tactics!

Take me off your nonsense list please!”

Paul Morgan-Ayres

Language, Style and Spelling

We received 14 comments on language, style and spelling, some of which were quite useful, e.g.

"The references to "industry" are incorrect – we need to promote what we do as a profession."

Tom Cottrell

Complaints Procedure?

46 participants stated that the Code of Ethics would be unenforceable or seemed incomplete without a complaints procedure. The Group accepts this completely and it is our intention to develop a complaints procedure once the Code of Ethics is finalised.

Entry Level?

54 participants commented that any Code of Ethics should include the important issue of the entry criteria to be established to enable a professional to call themselves a hypnotherapist. The Group fully accepts this and intends to work on the entry criteria to the profession in the future, and will then combine them with the Code."

"I feel very strongly that the Code should include minimum amount of taught hours, practice sessions, case studies and written reflective practice..."

Anne Dyster

"I think that the biggest problem in this field arises from the lack of quality in training... Lack of training in ethics and conduct can produce complaints of professional misconduct as well as in a practice."

John Butler

"I think it's artificial to separate training standards from the ethical code. If a hypnotherapist hasn't received adequate training, no matter how excellent the code, the public will still get a poor deal."

Jane Hodgkin

"I have looked at the draft code of ethics and as far as it goes, it seems to cover most aspects of the profession. However there seems to be no mention of the type of training and qualifications that one would need to be eligible to be a "competent" practitioner."

Danita Dennington

INDIVIDUAL CLAUSES

DELIVERY OF SERVICE

- 1. (all practitioners undertake to:) provide service to clients solely in those areas in which they are competent to do so and for which they carry relevant professional indemnity insurance (as recognised and required by their specific professional body.)**

This clause raised very few comments or concerns but they tended to fall into the same category: what defines “competence”? Does it exclude working with clients on issues which I have not treated before? An additional issue was over professional insurance – some practitioners maintain insurance independently of professional bodies:

“I’m not sure exactly what’s being said here... if it’s saying I shouldn’t use hypnosis to treat a condition which I’ve never used hypnosis to treat before then I could not go along with it... I believe further thought should be given to this one.”

John Halker

“I don’t know what para 1 means” (ed - goes on to raise similar issues to the above)

Barry Thain

Given these concerns, the suggested new clause could be:

- 1. provide service to clients solely in those areas in which they are competent to do so and for which they carry relevant professional indemnity insurance.**

“Competency” means adequate training, skills and experience but need not exclude treating a client for a condition which the practitioner has not treated before, provided that due diligence and professionalism are observed.

- 2. not permit consideration of religion, nationality, gender, sexual orientation, marital status, age, disability, politics or social standing to adversely influence treatment**

This clause generated the fourth largest number of responses, most of which raised the commonly held difficulties in any discrimination clause within this field, namely that the success of therapy can depend upon individual rapport and thus “neutrality” with a client may be impossible:

“Ludicrous as the clause sounds it is untenable given the high degree of rapport required for effective therapy”

Robin Day

“This is too open; there need to be safeguards of the practitioner. Accusations of bias or prejudice concerning politics and social standing can be very subjective. This is a minefield.”

David Tarbox-Cooper

“Could we come up with something less specific, for example – “whilst recognising the people are different in many ways, provide all people with the same (best?) quality of service and treatment.”

Barry Coleman

Barry also made the point that the list is not exhaustive and as it stands would permit him to discriminate on grounds of, for example, obesity or low (or high) intelligence.

Obviously, there is a need to ensure that the client is protected from practitioners who are racist, sexist, homophobic etc. There is also a secondary concern that practitioners who find that they cannot establish the important therapeutic rapport with their clients are not falsely accused of prejudice. In addition, the issue of creating an exhaustive list of proscribed behaviours seems challenging.

The following alternative clause is thus offered:

- 2. (practitioners undertake to) act in a non-biased, non-prejudicial manner towards all clients, providing those clients with an identical quality of service and treatment irrespective of the many differences which are to be found between clients, including but not restricted to: race, gender, sexual orientation, disability etc.*

In addition, a modification to clause 7 will be offered (see below.)

- 3. disclose full details of all relevant memberships, training, experience, qualifications and appropriate avenues of complaint to clients, upon request and only use those qualifications and memberships to which they have proof of entitlement.**

There were no significant comments about clause 3.

- 4. explain fully to clients in advance of any treatment: the fee levels, precise terms of payment and any charges which might be imposed for non-attendance or cancelled appointments, and wherever relevant, confidentiality issues (see clauses 11, 17, 18 & 20 below). N.B. written material, in the form of a contract, is considered industry best practice as this is less likely to give grounds for misunderstanding should any dispute between client and therapist subsequently develop.**

Clause 4 drew the eighth highest level of comments.

Many therapists asked whether, if a written contract was to be considered best practice, a standard template for this could be created so that all practitioners use the same contract. Other therapists – the majority – felt that the imposition of a written contract in all circumstances could be significantly damaging to the client relationship:

“I have found written contracts prior to undertaking hypnotherapy to be very off-putting for clients; once gone, they never come back and have a very negative view of the profession.”

Anthony Gravestock

“I question whether a written contract is appropriate or necessary. Setting out any important terms on a website or leaflet may be helpful but, in practice, enforcing a contract against an unwilling client is unlikely to be worth the effort and may well be counter-productive in terms of reputation. I doubt whether other complementary therapists consider it to be necessary.”

Patrick Browning

Other therapists addressed the issue of terms of payment being set out in advance:

“the initial consultation... helps the therapist and client decide upon a mutual course of action. But it is impossible for the therapist even at that point to know whether TFT, EFT, NLP etc will work in one session, nor how the hypnotherapy might develop.”

Susan Boggon-Smith.

Susan also raised the issue of pricing in general: could there be a national guide for pricing to “help us remain consistent”? This idea was shared by others:

“I do feel that there ought to be a clause about charging fairly for treatments given... to charge (for example) £40 for other problems and five times as much for smoking is, in my opinion, simply taking advantage of people.”

Helen Lesser

In considering the written contract, there seems to be an equally divided view upon this and so the Group will determine to offer two versions of clause 4; one recommending a written contract, and one without the recommendation, for democratic vote.

In considering the issue of setting out payment plans in advance, the overriding consideration of the Code is to protect the public and to this end it is vital that practitioners are held to high standards and are ethically bound to set out their terms and conditions of business clearly. This said, it is recognised that during treatment, for example, subsequent to therapeutic investigation, the type, length and therefore cost of treatment may be modified. It is suggested therefore that a sub-clause be added to clause 4:

“In advance of any treatment” means that not only should terms and conditions be set out in advance, but that they should be further clarified by the therapist at the initial consultation when additional information about the client’s needs is obtained.. If for therapeutic reasons, the therapist wishes to modify treatment (e.g. to extend the treatment plan) then any effect this has on terms, conditions and pricing must be clearly explained to the client.

In considering fair charging, it would seem to be a great difficulty for any Code of Ethics to determine what is “fair” and it is likely that pricing will remain in the hands of the individual therapist and market forces.

5. present all services and products in an unambiguous manner (to include any limitations and realistic outcomes of treatment) and ensure that the client retains complete control over the decision to purchase such services or products. NB. Guarantees of either a cure or a successful resolution of the problem/s presented shall not be offered.

This clause generated supportive comments in addressing the issue of using guarantees as a “sales aid”. It was widely felt that hypnotherapists over-use guarantees as marketing tools without consideration as to advertising standards, etc. It is likely that in the future the Group will open a full debate on the issue of guarantees.

CLIENT WELFARE

All practitioners shall undertake to:

- 6. work in ways that will promote client autonomy and wellbeing and that maintain respect and dignity for the client**

Clause 6 generated no comments.

- 7. remain aware of their own limitations and wherever appropriate, be prepared to refer a client to another practitioner (regardless of discipline) whom might be expected to offer suitable treatment.**

In line with our suggested modification of clause 2 above, in view of many practitioners' concerns regarding practitioner-client rapport being potentially misconstrued as a violation of clause 2, the following additional paragraph is offered to clause 7:

NB The practitioner should give full consideration to the efficacy of treatment, including the manner in which their rapport with the client may affect such efficacy. The practitioner has the right to refuse or terminate any treatment if it is a reasonable belief that it will not be, or continue to be, efficacious. In refusing or terminating treatment, due care must be given to fully explaining the rationale for refusal or termination to the client.

- 8. ensure that wherever a client is seeking assistance for the relief of physical symptoms, that unless already having done so, the client be advised to contact a registered medical practitioner. NB. Practitioners should not attempt to diagnose physical symptoms unless they have undergone relevant medical training in diagnostics.**

There were no significant comments on clause 8.

- 9. confirm that they will never knowingly offer advice to a client which either conflicts with or is contrary to that given by the client's registered medical advisor/s. NB. If the therapist has doubts or concerns with regards to a client's prescribed medication, they should, always with their client's permission, contact the medical advisor personally.**

This clause generated the third highest level of response from therapists participating in the consultation process.

A typical selection of comments:

"... I'm concerned about the individual relationship with G.P.s who prescribe the latest "happy pill" at the drop of a hat, just because they haven't the time to teach their patients a few basic relaxation exercises..."

Anthony Gravestock

In addition, Alex Lincoln raised the interesting point that medical treatment is something agreed between a medical advisor and their patient, not just what the medical advisor prescribes for their patient. He gave the example of a client who was prescribed anti-depressants but didn't want to take them: where does the hypnotherapist come into play in such circumstances?

Almost all the many comments received about this clause took the view that the clause offered too much credence to medical practitioners and not enough to hypnotherapists. In addition, most comments raised the issue that clients routinely come to hypnotherapists because their medical treatments were ineffective.

However, these comments focus on the efficacy/professionalism/knowledge of the hypnotherapist and the relationship of complementary therapy to allopathic medicine. Where is the protection of the client in this equation – which is the primary role of the Code? Whereas many respondents would argue that the client is protected *from* ineffective or ill-judged medical practice by seeing a hypnotherapist, how is the client to be protected from ill-judged hypnotherapy practice which, for example, encourages the client to end a life-saving course of medical treatment?

Because of the importance of this issue the Working Group has decided to allow a vote on this clause as it stands, with a majority rejecting it leading to an alternative being offered.

10. avoid expressing a personal opinion or making any remark which may be implicitly or explicitly interpreted in retrospect as the implantation of a non-factual event attributed to a third party

This clause generated many comments, a summary of which can fairly be expressed as confusion as to its intention and purpose. The common presumption was that the clause was intended to guard against practitioners implanting false memories or creating “False Memory Syndrome” in a client while during the suggestive state.

“I don't understand clause 10 at all – can you give an example?”

Jack Raymond

“This is extremely nebulous in meaning. It needs clarifying.”

Jan Timberlake.

The Group wishes to take on board these valid comments and offer a more concise alternative clause 10 as follows:

10. use due care and diligence to avoid the implantation of false memories in the client and, ensure that the client is aware that experiences while in a suggestible state are not necessarily correlated with, or to be taken as, real and valid memories of the client's past.

11. accept that any client referred to them by a registered medical practitioner (or other relevant agency) remains the clinical responsibility of the medical practitioner (or agency) and therefore to agree to keep that medical practitioner (or agency) suitably informed of the client's progress ("suitably" in this context means that unless the client has given permission for the release of such information, feedback should take the form of general comments as to progress rather than the provision of specific details) Practitioners should also be prepared to share information necessary for the continuing treatment of clients by other healthcare professionals, where there is an overlap or hand-on of care.

Several comments addressed the relevance of clause 11: respondents were familiar with recommendations from GPs etc, but not of referrals where they were expected to continue to inform the referring person/agency of the client's progress- especially if the client had not given their permission. Other respondents required greater clarification:

"Is this only if approached by the G.P., with the client's consent, or with grave concern to the client's wellbeing? I just feel it should be clarified whether or not the onus is on the hypnotherapist to contact the G.P. and whether this should be done routinely."

Kate Mortimer

It does seem as if this clause could work against commonly held client confidentiality rules but its intention is to cover the narrow circumstances where client care is part of a team effort or a formal referral system in which client's cases are discussed by practitioners from different disciplines. In order to avoid confusion, the solution is to perhaps add a clause to the confidentiality sections below but to strike through clause 11 as it stands.

12. ensure that their workplace and all facilities offered to both clients and their companions will be in every respect suitable and appropriate for the service provided. These shall include any consulting room used for the purpose of consultation and/or conducting therapy with any client, along with any reception or waiting areas associated with such rooms

13. take all reasonable care to ensure the safety of the client and any person whom they may be accompanying them

14. refrain from using their position of trust or confidence to:

- a. **cross the commonly understood professional boundaries appropriate to the therapist/client relationship or exploit the client emotionally, sexually, financially, or in any other way whatsoever. Should either a sexual or financial relationship (i.e. other than for the payment of relevant products or services) or other inappropriate relationship develop between either therapist and client or members of their respective immediate families, the therapist must immediately cease to accept fees, terminate treatment consistent with Clause 16 below and refer the client to another suitable therapist at the very earliest opportunity. N.B. Clarification on dilemmas experienced by therapists in respect of the foregoing should be sought from their respective professional body**

- b. touch the client in any way that may be open to misinterpretation. N.B. Before employing tactile induction or deepening techniques, both an explanation should be given and permission received.**

Few practitioners commented on the above clauses; although several pointed out that the wording of clause 14 as it stands grammatically implies that a client may offer a sexual relationship in return for the payment of relevant products or services! This clause will undertake grammatical correction in final draft to read:

Should either a sexual relationship, or a financial relationship other than for the payment of relevant products or services, or other inappropriate relationship develop between either therapist and client..

15. not accept any inappropriate gifts, gratuities or favours from a client

Some practitioners asked what would be an “appropriate” gift and the Group feels that further consultation with practitioners should be undertaken to determine this.

16. never protract treatment unnecessarily and to terminate treatment at the earliest moment consistent with the good care of the client

Participants strongly supported clause 16: many felt it did not go far enough:

“Is it feasible to add something like “the practitioner should deal with the client’s issues within the first x amount of sessions” to avoid clients paying unnecessarily? “Protracting treatment” could easily be argued away by a practitioner... I appreciate that all clients are unique, but feel some vulnerable clients will not have the ability to notice a protraction of treatment and will not receive any treatment at all, but still have to pay a lot of money, for ultimately “getting to know the hypnotherapist.”

Such comments could lead to further consultation in the future about full guidelines for length of treatment.

**CONFIDENTIALITY, MAINTENANCE OF RECORDS
AND RECORDING OF SESSIONS**

All practitioners undertake to:

- 17. maintain strict confidentiality within the client/therapist relationship, always provided that such confidentiality is neither inconsistent with the therapist’s own safety or that of the client, the client’s family members or other members of the public nor in contravention of any legal action (i.e. criminal, coroner or civil court cases where a court order is made demanding disclosure) or legal requirement (e.g. Children’s Acts) See also Clause 11 above**

Some participants stated that there should be absolutely no caveats on therapist-client confidentiality but this was clearly a minority view. In addition, it would be a view which could have criminal and civil consequences for the therapist, not to mention be possibly prejudicial to the safety of the client or others.

Regarding Clause 11, as stated above it appears in the best interests of the Code of Ethics to strike through this clause and to add the following sub-clause to clause 17, which covers “team work” and “referral” situations:

Where the practitioner is working as part of a larger team, for example with in an institution or through a multidisciplinary or similar clinical approach, or where the client has been referred by a medical advisor or agency with conditions placed on the referral as to shared disclosure by the practitioner to the advisor or agency, then provided that it is clear that the client consents, confidential information may be shared by the practitioner with the team or referring advisor or agency.

One thoughtful and thought-provoking response to this clause was sent in by Shirley Lovett, who has experience working with terminal care both as a social worker and hypnotherapist. In a terminal care setting, the client may wish to end their life due to their level of suffering. In such circumstances a hypnotherapist breaking confidentiality with the client could be prolonging their client's suffering against their wishes. Shirley makes the valuable point:

“In these cases, is confidentiality inconsistent with the safety of the client, or by breaking confidentiality are we infringing a client's right to choose?”

The Group feels that it will therefore be useful to address the issue of terminal care in future issues of the Code.

18. ensure that client notes and records be kept secure and confidential and that the use of computer records remains with the terms of the Data Protection Act. NB .M anual records should always be locked away when not in use and those held on computer should be password coded.

There was general agreement with this clause; however one practitioner, Mike Garrett, raised an important issue, namely that there needed to be provision for the permanent incapacity or death of the therapist. Accordingly we propose to add the following sub-clause:

“The therapist should provide, in advance, arrangements for the secure disposal of all client records in case of their permanent incapacity or death”

19. recognise that the maintenance of case notes should include personal details, history, diagnosis, programme of sessions (as agreed between therapist and client), session progress notes and a copy of any contract.

Two participants asked that this clause be modified slightly as it implies that all practitioners must keep a “programme of sessions”; accordingly the phrase “if any” will be added at the appropriate juncture.

Jane Hodgkin raised the point that the word “diagnosis” implied “putting a label on the client’s issue” and felt that “identification of problem patterns or areas” may be more appropriate for hypnotherapy. A slight amendment to the clause would assist those practitioners uncomfortable with using the word “diagnosis” and so the final draft now reads:

recognise that the maintenance of case notes should include personal details, history, diagnosis and/or identification of problem areas; programme of sessions as agreed between therapist and client (if any), session progress notes and a copy of any contract.

20. obtain written permission from the client (or if appropriate, the client’s parent/s or legal guardian/s) before either recording client sessions, discussing undisguised cases with any person whatsoever, or publishing cases (whether disguised or not) via any medium. N.B. “Recording” in this context means any method other than the usual taking of written case notes. “Undisguised” in this context means cases in which material has not been sufficiently altered in order to offer reasonable anonymity to all relevant parties. With particular reference to the use of CCTV equipment, all clients must be fully informed when such equipment is in operation and as above, written permission must be obtained prior to the commencement of any client session.

This clause was generally agreed on by participants.

21. advise the client that disguised case studies may sometimes be utilised for the purposes of either their own supervision or the supervision and/or training of other therapists and refrain from using such material should the respective client indicate that it should not be used for these purposes.

This clause was generally agreed on by participants.

GENERAL CONDUCT

All practitioners undertake to:

22. conduct themselves at all times in accord with their professional status and in such a way as neither undermines public confidence in the process or profession of hypnotherapy nor brings their professional body into disrepute. Practitioners are also expected to take appropriate action (via their professional body) with regard to the behaviour of a colleague which may be deemed detrimental to the profession generally, their professional body specifically or other practitioners individually.

23. Never publicly criticise, malign or professionally obstruct another member of the profession, either with or without perceived justification

We are offering the two clauses above together because they raise a common issue: How and when is it appropriate to criticise and/or complain about colleagues?

Several practitioners opposed clause 23 and the common theme was that any practitioner had the right to freedom of speech to criticise colleagues – indeed, some went so far as to point out that in an unregulated profession where no-one could be stopped from practising, criticising bad practice publicly could be seen as a vital service to the public.

The Code of Ethics tries to achieve balance between the need for complaints and criticisms to be allowable and appropriate, versus the need to prevent practitioners from “mud-slinging” or unjustified attacks on colleagues.

On reflection, given the number of objections from participants, the current draft is possibly too restrictive in that while it prevents “mud-slinging”, it also unfairly limits the rights of free speech and public debate. We therefore propose to offer an amended two clauses which focus upon ensuring that criticism is allowable, but must always be appropriate, as follows:

22 conduct themselves at all times in accord with their professional status and in such a way as neither undermines public confidence in the process or profession of hypnotherapy nor brings their professional body into disrepute.

23 Practitioners have the duty to protect the public and the profession from unethical, unsafe or bad practice or behaviour. When offering criticisms or complaints about colleagues, practitioners should utilise appropriate channels such as the complaints procedures of professional bodies, or, where appropriate, Trading Standards or other relevant bodies. Practitioners offering criticisms outside of these channels have the duty to demonstrate that it is reasonable to do so. Practitioners must use due care and diligence when offering criticisms and complaints to ensure that they are justified and can be substantiated.

24 respect the status of all other medical/healthcare professionals and the boundaries of their professional remit

This clause was generally agreed on by participants.

RELATIONSHIP WITH PROFESSIONAL BODY

All practitioners undertake to:

25 notify their professional body, in writing, of any change in practice name, contact address, telephone number or email address, at the earliest convenient moment.

26 inform their professional body, in writing, of any alteration in circumstance which would affect either their position or ability as practitioners

27 inform their professional body, in writing, of:

- a) any complaint (of which they are aware) made against them
- b) any disciplinary action taken against them by any professional body
- c) any criminal offence of which they have been convicted

28 make available all relevant information requested as a result of investigation by any appointed Complaints and Disciplinary Officer, without hindrance (whether implied or actual) or unreasonable delay and comply fully with all requirements inherent with any Complaints and Disciplinary Procedure to which they subscribe.

These clauses were generally agreed on by participants.

ADVERTISING ,DISPLAY OF CREDENTIALS AND USE OF SPECIFIC TITLES

All Practitioners undertake to:

- 29. ensure that all advertising, no matter in what form or medium it is placed, represents a truthful, honest and accurate picture of them selves, their skill-base, qualifications and facilities and that any claims for the successful outcome of treatments (in whatever form at) shall be based upon verifiable, fully documented evidence**
- 30. ensure that all advertising shall comply with the British Code of Advertising Practice, accord with the British Advertising Standards Authority and to make available all such literature to their professional body on request**
- 31 display only valid qualifications and certificates issued in respect of relevant training courses and events or certificates of registration, validation or accreditation as issued or awarded by relevant professional bodies**

The above clauses were generally agreed on by participants.

32. make no claim that they hold specific qualifications unless such claim can be fully substantiated

Notes for Guidance:

Title: "Dr"

Practitioners should avoid the possibility of misdirecting their clients in using the title "Dr". Misdirecting a client falls in to three categories:

- a) Medical Misdirection – where the client is led to believe, by commission or omission, intended or inadvertent, that the therapist is a licensed medical practitioner when this is not the case.**
- b) Misdirection by Relevance – where the client is led to believe, by commission or omission, intended or inadvertent, that the therapist's title is directly relevant to the practice of their therapy, when it is not (e.g. the doctorate is in an unrelated subject)**

- c) **Misdirection by Quality** – where the client is led to believe, by commission or omission, intended or inadvertent, that the therapist's title fulfils the requirements of widely recognized common UK standards for doctorates in Chartered Universities or Government licensed awarding bodies (e.g. a "life experience" doctorate or foreign award whose accreditation standards are questionable.)

Practitioners should, therefore, only use the title "Dr" if they are medically licensed in the UK or their title is both UK issued and accredited and in a subject relevant to hypnotherapy (e.g. counselling or psychology). All practitioners using this title should explain in their advertising literature and to their clients, the nature and subject of the title and the awarding body, and non-medical "Drs" should declare that they are not medical practitioners in their advertising literature and to their clients.

Title: "Professor"

This should be used in the UK only when the therapist holds a UK based Professorial Chair, and the use of the title should be fully explained to the client.

Title: "Reverend"

This should be used in the UK only when the therapist is offering therapy in a religious context, and the use of this title should be fully explained to the client.

Title: "Consultant"

This should not be used

The Title "Dr"

Clause 32 generated, by far, the most controversy amongst responding practitioners, many of whom fundamentally objected to the restrictions on using the titles "Dr" and "Consultant". Examples of these objections included:

"As the holder of a biomedical based PhD, I have always found this point highly contentious... it is a title I spent many years earning and made a significant contribution to the scientific community to be awarded. It is no more or less relevant to my profession than being an M.D... ..the only reasonable way forward here is to request that Doctors are qualified as in the USA, by the use of Dr (M.D.) or Dr (PhD).."

Paul Dane

"Clause 32 as it stands goes too far and could possibly discriminate against genuine holders of PhDs in fields outside of counselling and psychotherapy who are proud of their achievement and up-front about their qualification"

Brian Taylor

"The perception in some members of the public that a doctor is always a "medical" doctor is not the fault of the hypnotherapist, and should not cost these practitioners in any way individually."

Paul Peace

"In almost 30 years of practice, including serving on the committees of various organisations, I have yet to come across any case where a hypnotherapist held out that he or she was offering medical treatments."

John Butler

"The whole section C is biased towards U.K. qualifications"

David Kato

However, a minority of participants fully supported the current drafting:

"It is the first code I've read that clearly states in concrete terms the use of the title "Dr" (as medical or chartered psychologist)... ..in the field of hypnotherapy these terms can be misleading as some so-called practitioners have literally purchased them online from overseas organisations."

Stephen Palmer

The Group's view on this contentious issue is as follows:

1. The main reason for restricting the title "Dr" is public protection. The correct test to apply for public protection is as follows: what would the *reasonable expectation* of a member of the public be on noticing that a hypnotherapist was using the title "Dr"?
2. If no other written explanations or definitions of the qualification are given in the initial advertising, the *reasonable expectation* of a member of the public seeing the advertisement is that the practitioner is a registered medical doctor.
3. If a written explanation or definition of the qualification is given which sufficiently and clearly differentiates it from a medical qualification, the *reasonable expectation* of a member of the public seeing the advertisement is that the qualification is directly relevant to the practice being advertised
4. Again, if a written explanation or definition of the qualification is given which sufficiently and clearly differentiates it from a medical qualification, the *reasonable expectation* of a member of the public seeing the advertisement is that the qualification is of equivalent quality to the common U.K. standards of such awards.

Simply put, a member of the public would reasonably expect the hypnotherapist calling themselves "Dr" to be a medical doctor unless they were specifically and clearly informed otherwise, in which case they would reasonably expect that the title was directly relevant to hypnotherapy practice and of an objectively high quality. The reasonable test for quality is surely U.K. equivalency and practitioners gaining doctorates abroad should use due diligence when obtaining them.

As public protection is the paramount consideration, the context of the use of the title should be noted:

1. the potential client seeking the services of a hypnotherapist is likely to be predisposed to select an advertisement using the title "Dr" because they believe that the practitioner has the added skills of a medical practitioner and that this will obviously be advantageous in diagnosis and treatment. They may not read the "small print" and consequently "buyer beware" is an insufficient excuse on behalf of the practitioner. It may not be the hypnotherapist's fault that this reasonable expectation is in place, but it is the responsibility of the hypnotherapist to acknowledge and act upon it.
2. it is possible that many potential clients will not necessarily understand the differences between medical and non-medical doctorates and between accredited and unaccredited awards, etc:

"As a practitioner I used my title "Dr" while explaining in my literature and in person that this was a non-medical qualification in research psychotherapy to my clients. It became clear that the majority of clients were attracted to my advertisements because of the title and the assumption that I was a medical doctor in spite of the small print in the advertisement. I even had several conversations with clients which would go something like:

"What led you to choose me as a practitioner?"

"Because you are a doctor."

"You realise that I am not a medical doctor"

"Yes but you are still a doctor, so you must know about what's wrong with me" etc.

It became clear that clients were choosing the title without being fully aware of the implications. I felt I had a duty of care to potential clients and stopped using the title."

Chris Forester

3. There is a case history of clients being confused or unaware of qualifications, and complaints records reflecting that they believed they were receiving medical expertise.
4. There is a case history in hypnotherapy of practitioners acquiring life experience or honorary type qualifications from foreign institutions which are not equivalent to UK university qualifications – although some practitioners do take due care to explain the status of their qualifications.

Given the public protection issues above, but in light of the controversy, the Group intends to let the clause on the restriction of the title Dr proceed to an individual vote, a majority rejecting leading to the production of a less restrictive clause.

The Title "Consultant"

Regarding this clause, the main objections centered around the confusion of the number of ways in which this title could be used:

"I am concerned about the recommendation not to use the title "Consultant". I have no problem with this directly in connection with the title Hypnotherapist but as I am also a qualified "Stress Consultant"... I am looking for assurance... I would not be in breach of the code."

Alan Crisp

"I have always been referred to by the GP's with whom I have a close working relationship as a Consultant Hypnotherapist.. I have no intention of ceasing to use this title under any circumstances."

Trefor Roberts

"I can't see any reason for therapists not to use the word "consultant" as it is widely used in the business world"

Gloria May

"Is this referring to consultant in the medical sense only?"

Karen Kimberley

"I believe this either needs to be deleted or clarified to ensure that this is not prejudicial to the accepted title of Consultant in the business world."

Jan Timberlake

Again, the Group's view on this contentious issue is as follows:

1. The prohibition of the word Consultant should more properly be confined to the specific title "Consultant Hypnotherapist" but it would be acceptable to use the title in other contexts; therefore the Code should be amended to reflect this and it was too ambiguous in its first drafting.
2. The rationale for restricting the title "Consultant Hypnotherapist" is again, public protection. The *reasonable expectation* of a potential client seeing an advertisement with the title "Consultant Hypnotherapist" is that the profession of hypnotherapy has a systematised manner of distinguishing seniority and that therefore the practitioner is analogous to a hospital Consultant in seniority. A client may, for example, specifically choose a practitioner because of the title over another, more qualified and more experienced practitioner.

The new draft wording for individual vote will be:

Title: "Consultant Hypnotherapist"

This should not be used

**TREATMENT of MINORS
and those classified as PERSONS WITH SPECIAL NEEDS**

All practitioners undertake to:

- 33. obtain the written consent of an appropriate adult (i.e. parent, legal guardian or registered medical practitioner) before conducting treatment with clients who are either under the age of majority or are classified as persons with special needs. NB. Wherever possible and provided it is judged to be in the child's best interests, it is advisable that an appropriate adult should be present during such sessions. It is further advisable that the therapist should hold a current Full Disclosure CRB certificate if they wish to work with minors**

This clause generated the fifth highest level of response from practitioners, many of whom work with minors.

"I do think it might be a problem for a parent to be present with some teenagers – especially if they have issues with their parents. Is there some way of working in the same way as, e.g. as psychologists do when they counsel teenagers?"

Christine Herbert

"The only area I wonder about is the CRB certificate. I don't have this and haven't really thought about applying. I very rarely have children as clients, but when I do their parents are always present. Would this not be a sufficient safeguard?"

Clare Albinson

One practitioner, having significant involvement with social services in child protection thought it might assist the profession by:

"requiring both parents to sign authority for a child in therapy – this is of particular importance when parents are separated and hostilities remain. It could result in a court case pursued by the non-signatory parent who is in disagreement... (also) that a full CRB is compulsory rather than desirable. A situation could occur where a person with an "unknown/unchecked" background might be a bene with a minor and have the optimum opportunity to "groom" a child..."

Hazel Manuras

As it stands, the draft clause allows for therapists to see minors alone in circumstances where it would be in the client's best interests to be seen in this way. Our main concern would be the situation as described above where a therapist who has not been fully checked could work with a minor and consequently, in the interests of public protection, we propose to amend this clause by changing the word "advisable" to "compulsory" regarding this matter in the penultimate line.

(NB. Although the above paragraph was included within the initial circularisation of this document, recent changes in the CRB rules effectively disallowing Full Disclosure checks by self-employed persons have rendered it unworkable. We understand that a new facility, the **Vetting and Barring Scheme** is under discussion for a launch in 2008 and consequently, until this facility is available, we are obliged to retain the original "advisable" wording within Clause 33.)

It is, however, clear that a further, separate investigation is needed into the whole issue of working with minors as a hypnotherapist – this is something for the future.

SUPERVISION and CONTINUING PROFESSIONAL DEVELOPMENT

Practitioners are expected to maintain or improve their level of skills and professional competence in accordance with the requirements laid down by their respective professional body. This could include

- a) meetings with a colleague (or colleagues) to discuss, in confidence (see Clause 20 above), ongoing cases and issues arising from them and to work through any personal matters that might affect their own position or ability as practising therapists. Such arrangements can take a variety of forms, the most usual of which are either personal One to One Supervision or participation within a Peer Support Group**
- b) undertaking continuing training, either formally, by attendance at relevant courses, workshops and seminars or informally, by relevant reading and Internet research**
- c) the utilisation of appropriate audit tools, e.g. client feedback forms, care aims forms etc**
- d) maintaining an awareness of research and developments within both hypnotherapy and other related fields**

The “supervision” section of the draft code generated the seventh highest level of responses. Many practitioners believed that the draft didn’t go far enough:

“... I believe this should be a mandatory requirement with a further requirement for providing evidence that supervision is being maintained... ..furthermore the experience and training of the supervisor should also be subject to mandatory requirements.”

Tim Mills

“The section on Supervision... ..is not rigorous enough... ..”

Michaela Gill

The Group’s view is that currently, supervision is a grey area with professional bodies utilising a wide variety of models, ranging from no requirement, through an admixture of requirements based upon practitioner experience, to compulsory supervision for all.

Under the circumstances, it seems appropriate in this first draft of the Code to allow for supervision to be considered “best practice” rather than compulsory, but to consult at a later date on supervision, creating a set of rules which will be applied to all practitioners on the National Regulatory Register.

RESEARCH ETHICS

For all practical purposes, a “research subject” should be considered synonymous with a “client” and consequently, all relevant Causes within the general Code of Ethics remain applicable

Of extra importance is the need on the part of the researcher to:

1. accept that all participation by research subjects must be on a completely voluntary basis and that no “pressure” of any type should be exerted in order to secure participation. (Payments must not be such an inducement that they would encourage the taking of risk beyond that taken in the normal course of the participant’s everyday life)

2. ensure that proper consent has been obtained prior to the commencement of any research project. This is especially so in the case of minors or persons with special needs. N B. This does not apply where general research of a purely statistical nature is carried out. N B 2 In longitudinal research, consent may need to be obtained at repeated intervals

3. understand that initial consent does not negate a participant’s right to withdraw at any stage of the research and further, that this must be made clear to the participant at the outset

4. maintain complete openness and honesty with regard to both the purpose and nature of the research being conducted

5. consider any potential adverse consequences to the research subject as a result of any intended research project

6. accept that if, during research, a participant exhibits or presents with a condition they seem unaware of, then the researcher has a duty to inform the subject that they believe their continued participation may jeopardise their future well-being.

7. provide, where relevant, for the ongoing care of participants with regard to any adverse effects that might arise as a consequence of and within a reasonable time period after, their involvement with any research project

8. understand and act upon the principle that the privacy and psychological well-being of the individual subject is always more important than the research itself

There was general agreement over this section.

STAGE HYPNOSIS

Stage Hypnosis performed for entertainment purposes provokes strong feelings, both for and against, among therapists and consequently, whilst it remains a legal pursuit, is outside the remit of this Code. It is therefore up to individual Professional Bodies to determine their respective rulings in the matter of whether or not they will permit their individual registered practitioners to involve themselves in this activity

Unsurprisingly this contentious issue generated the sixth highest level of responses from practitioners, with many strongly feeling that hypnotherapists should be banned from also being stage performers. Professional bodies vary on this, some banning stage hypnosis as unethical, others considering that it is outside of their remit.

Given the number of responses, the Group intends to offer two versions of this clause, the alternative being:

“Hypnotherapists shall not use hypnosis for entertainment purposes.”

ISSUES SPECIFIC to INDIVIDUAL PROFESSIONAL BODIES

This Code takes account of the fact that individual Professional Bodies may have issues that are specific to themselves and their registered practitioners and consequently allows for the inclusion of clauses where necessary, always provided that such inclusions do not conflict with or substantively alter or amend any of the Code's existing clauses and remain fully consistent with the good care and well-being of the client

CONCLUSION

The high level of participation by practitioners from a wide variety of backgrounds and affiliations, and the many useful and interesting suggestions, gave the impression of hypnotherapists engaged in, and caring about their profession and the good of the public. Many welcomed the exercise and looked forward to taking the profession forward.

There is obviously room for discussion in the future along a number of key ethical issues or issues which impinge upon ethics. The question of stage hypnosis needs to be addressed: Is it none of hypnotherapists' business or is it a blight on the profession? What should the guidelines be covering our treatment of minors? What should our entry criteria be, and is supervision necessary- if so, in what form? There must be plenty of opportunity for future consultation and debate.

NEXT STEPS

Appendix 2 below offers the AMENDED DRAFT CODE which reflects the input and suggestion of practitioners.

The Group intends to allow a further period of two weeks from the date of issue of this amended draft to allow for comments from practitioners. Following this period, a formal voting procedure will be issued via our e-newsletter to the 4,000 participating hypnotherapists. This will allow participants to vote upon the adoption or rejection of the whole code and where indicated, on alternative versions of individual clauses of the code.

The results, together with the NATIONAL CODE OF ETHICS FOR HYPNOTHERAPY PRACTICE (2008), will be issued one month after the vote.

APPENDIX 1:

INITIAL DRAFT CODE OF ETHICS
(BEFORE CONSULTATION AND AMENDMENTS)

SCOPE OF THIS CODE

The scope of this Code is to govern the relationship between: hypno therapist and client/s; hypno therapist and other healthcare professionals; hypno therapist and their respective professional body/ies. Issues relating to: training schools and training standards; the conduct of professional bodies or their officers or representatives are specifically excluded from this Code

DELIVERY of SERVICE

All Practitioners undertake to:

1. provide service to clients solely in those areas in which they are *competent to do so and for which they carry *relevant professional indemnity insurance (*as recognised and required by their specific professional body)
2. not permit considerations of religion, nationality, gender, sexual orientation, marital status, age, disability, politics or social standing to adversely influence client treatment
3. disclose full details of all relevant memberships, training, experience, qualifications and appropriate avenues of complaint to clients, upon request and only use those qualifications and memberships to which they have proof of entitlement
4. explain fully to clients in advance of any treatment: the fee levels, precise terms of payment and any charges which might be imposed for non-attendance or cancelled appointments, and wherever relevant, confidentiality issues (see Clauses 11, 17, 18 & 20 below). N.B. Written material, in the form of a contract, is considered industry best practice as this is less likely to give grounds for misunderstanding should any dispute between client and therapist subsequently develop
5. present all services and products in an unambiguous manner (to include any limitations and realistic outcomes of treatment) and ensure that the client retains complete control over the decision to purchase such services or products. N.B. Guarantees of either a cure or successful resolution of the problem /s presented should not be offered

CLIENT WELFARE

All Practitioners undertake to:

6. work in ways that will promote client autonomy and well-being and that maintain respect and dignity for the client

7. remain aware of their own limitations and wherever appropriate, be prepared to refer a client to another practitioner (regardless of discipline) who might be expected to offer suitable treatment

8. ensure that wherever a client is seeking assistance for the relief of physical symptoms, that unless having already done so, the client be advised to contact a registered medical practitioner. NB. Practitioners should not attempt to diagnose physical symptoms unless they have undergone relevant medical training in diagnostics

9. confirm that they will never knowingly offer advice to a client which either conflicts with or is contrary to that given by the client's registered medical advisor/s. NB. If the therapist has doubts or concerns with regard to a client's prescribed medication, they should, always with their client's permission, contact the medical advisor personally

10. avoid expressing a personal opinion or making any remark which may be implicitly or explicitly interpreted in retrospect as the implantation of a non-factual event attributed to a third party

11. accept that any client referred to them by a registered medical practitioner (or other relevant agency) remains the clinical responsibility of the medical practitioner (or agency) and therefore to agree to keep that medical practitioner (or agency) suitably informed of the client's progress. ("Suitably" in this context means that, unless the client has given permission for the release of such information, feedback should take the form of general comments as to progress rather than the provision of specific details). Practitioners should also be prepared to share information necessary for the continuing treatment of clients by other healthcare professionals, where there is an overlap or hand-on of care

12. ensure that their workplace and all facilities offered to both clients and their companions will be in every respect suitable and appropriate for the service provided. These shall include any consulting room used for the purpose of consultation and/or conducting therapy with any client, along with any reception or waiting areas associated with such rooms

13. take all reasonable steps to ensure the safety of the client and any person who may be accompanying them

14. refrain from using their position of trust and confidence to:

a) cross the commonly understood professional boundaries appropriate to the therapist/client relationship or exploit the client emotionally, sexually, financially or in

any other way whatsoever. Should either a sexual or financial relationship (i.e. other than for the payment of relevant products or services) or other inappropriate relationship develop between either therapist and client or members of their respective immediate families, the therapist must immediately cease to accept fees, terminate treatment consistent with Clause 16 below and refer the client to another suitable therapist at the very earliest opportunity. N.B. Clarification on dilemmas experienced by therapists in respect of the foregoing should be sought from their respective professional body

b) touch the client in any way that may be open to misinterpretation. N.B. Before employing tactile induction or deepening techniques, both an explanation should be given and permission received

15. not accept any inappropriate gifts, gratuities or favours from a client

16. never protract treatment unnecessarily and to terminate treatment at the earliest moment consistent with the good care of the client

CONFIDENTIALITY, MAINTENANCE of RECORDS and RECORDING of SESSIONS

All Practitioners undertake to:

17. maintain strict confidentiality within the client/therapist relationship, always provided that such confidentiality is neither inconsistent with the therapist's own safety or the safety of the client, the client's family members or other members of the public nor in contravention of any legal action (i.e. criminal, coroner or civil court cases where a court order is made demanding disclosure) or legal requirement (e.g. Children's Acts). See also Clause 11 above

18. ensure that client notes and records be kept secure and confidential and that the use of computer records remains within the terms of the Data Protection Act. N.B. Manual records should be locked away when not in use and those held on computer should be password coded

19. recognise that the maintenance of case notes should include personal details, history, diagnosis, programme of sessions (as agreed between therapist and client), session progress notes and a copy of any contract

20. obtain written permission from the client (or if appropriate, the client's parent/s or legal guardian/s) before either recording client sessions, discussing undisguised cases with any person whatsoever, or publishing cases (whether disguised or not) via any medium. N.B. "Recording" in this context means any method other than the usual taking of written case notes. "Undisguised" in this context means cases in which material has not been sufficiently altered in order to offer reasonable anonymity to all relevant parties. With particular reference to the use of CCTV equipment, all clients must be fully informed when such equipment is in operation and as above, written permission must be obtained prior to the commencement of any client session.

21. advise the client that disguised cases may sometimes be utilised for the purposes of either their own supervision or the supervision and/or training of other therapists and refrain from using such material should the respective client indicate a preference that it should not be used for these purposes

GENERAL CONDUCT

All Practitioners undertake to:

22. conduct themselves at all times in accord with their professional status and in such a way as neither undermines public confidence in the process or profession of hypnotherapy nor brings their professional body into disrepute. Practitioners are also expected to take appropriate action (via their professional body) with regard to the behaviour of a colleague which may be deemed detrimental to the profession generally, their professional body specifically or other practitioners individually

23. never publicly criticise, malign or professionally obstruct another member of the profession, either with or without perceived justification

24. respect the status of all other medical/healthcare professionals and the boundaries of their professional remit

RELATIONSHIP WITH PROFESSIONAL BODY

All Practitioners undertake to:

25. notify their professional body, in writing, of any change in practise name, contact address, telephone number or e-mail address, at the earliest convenient moment

26. inform their professional body, in writing, of any alteration in circumstance which would affect either their position or ability as practitioners

27. inform their professional body, in writing, of;

- a) any complaint (of which they are aware) made against them
- b) any disciplinary action taken against them by any professional body
- c) any criminal offence of which they have been convicted

28. make available all relevant information requested as a result of investigation by any appointed Complaints and Disciplinary Officer, without hindrance (whether implied or actual) or unreasonable delay and comply fully with all requirements inherent within any Complaints and Disciplinary Procedure to which they subscribe

ADVERTISING, DISPLAY of CREDENTIALS and USE of SPECIFIC TITLES

All Practitioners undertake to:

29. ensure that all advertising, no matter in what form or medium it is placed, represents a truthful, honest and accurate picture of themselves, their skill-base, qualifications and facilities and that any claims for the successful outcome of treatments (in whatever format) shall be based upon verifiable, fully documented evidence

30. ensure that all advertising shall comply with the British Code of Advertising Practice, accord with the British Advertising Standards Authority and to make available all such literature to their professional body on request

31. display only valid qualifications and certificates issued in respect of relevant training courses and events or certificates of registration, validation or accreditation as issued or awarded by relevant professional bodies

32. make no claim that they hold specific qualifications unless such claim can be fully substantiated

Notes for Guidance:

Title: "Dr"

Practitioners should avoid the possibility of misdirecting their clients in using the title "Dr". Misdirecting a client falls into three categories:

a) Medical Misdirection – where the client is led to believe, by commission or omission, intended or inadvertent, that the therapist is a licensed medical practitioner when this is not the case.

b) Misdirection by Relevance – where the client is led to believe, by commission or omission, intended or inadvertent, that the therapist's title is directly relevant to the practice of their therapy, when it is not (e.g. the doctorate is in an unrelated subject)

c) Misdirection by Quality – where the client is led to believe, by commission or omission, intended or inadvertent, that the therapist's title fulfils the requirements of widely recognized common UK standards for doctorates in Chartered Universities or Government licensed awarding bodies (e.g. a "life experience" doctorate or foreign award whose accreditation standards are questionable.)

Practitioners should, therefore, only use the title "Dr" if they are medically licensed in the UK or their title is both UK issued and accredited and in a subject relevant to hypnotherapy (e.g. counselling or psychology). All practitioners using this title should explain in their advertising literature and to their clients, the nature and subject of the title and the awarding body, and non-medical "Drs" should declare that they are not medical practitioners in their advertising literature and to their clients.

Title: "*Professor*"

This should be used in the UK only when the therapist holds a UK based Professorial Chair, and the use of the title should be fully explained to the client.

Title: "*Reverend*"

This should be used in the UK only when the therapist is offering therapy in a religious context, and the use of this title should be fully explained to the client.

Title: "*Consultant*"

This should not be used

TREATMENT of MINORS and those classified as PERSONS WITH SPECIAL NEEDS

All Practitioners undertake to:

33. obtain the written consent of an appropriate adult (i.e. parent, legal guardian or registered medical practitioner) before conducting treatment with clients who are either under the age of majority or are classified as persons with special needs. NB. Wherever possible and provided it is judged to be in the child's best interests, it is advisable that an appropriate adult should be present during such sessions. It is further advisable that the therapist should hold a current Full Disclosure CRB certificate if they wish to work with minors

SUPERVISION and CONTINUING PROFESSIONAL DEVELOPMENT

Practitioners are expected to maintain or improve their level of skills and professional competence in accordance with the requirements laid down by their respective professional body. This could include

- a) meetings with a colleague (or colleagues) to discuss, in confidence (see Clause 20 above), ongoing cases and issues arising from them and to work through any personal matters that might affect their own position or ability as practising therapists. Such arrangements can take a variety of forms, the most usual of which are either personal One to One Supervision or participation with in a Peer Support Group
- b) undertaking continuing training, either formally, by attendance at relevant courses, workshops and seminars or informally, by relevant reading and Internet research
- c) the utilisation of appropriate audit tools, e.g. client feedback forms, care aims forms etc
- d) maintaining an awareness of research and developments within both hypnotherapy and other related fields

RESEARCH ETHICS

For all practical purposes, a “research subject” should be considered synonymous with a “client” and consequently, all relevant clauses within the general Code of Ethics remain applicable

Of extra importance is the need on the part of the researcher to:

1. accept that all participation by research subjects must be on a completely voluntary basis and that no “pressure” of any type should be exerted in order to secure participation. (Payments must not be such an inducement that they would encourage the taking of risk beyond that taken in the normal course of the participant’s everyday life)
2. ensure that proper consent has been obtained prior to the commencement of any research project. This is especially so in the case of minors or persons with special needs. N.B. This does not apply where general research of a purely statistical nature is carried out. N.B. 2 In longitudinal research, consent may need to be obtained at repeated intervals
3. understand that initial consent does not negate a participant’s right to withdraw at any stage of the research and further, that this must be made clear to the participant at the outset
4. maintain complete openness and honesty with regard to both the purpose and nature of the research being conducted
5. consider any potential adverse consequences to the research subject as a result of any intended research project
6. accept that if, during research, a participant exhibits or presents with a condition they seem unaware of, then the researcher has a duty to inform the subject that they believe their continued participation may jeopardise their future well-being.
7. provide, where relevant, for the ongoing care of participants with regard to any adverse effects that might arise as a consequence of and within a reasonable time period after, their involvement with in any research project
8. understand and act upon the principle that the privacy and psychological well-being of the individual subject is always more important than the research itself

STAGE HYPNOSIS

Stage Hypnosis performed for entertainment purposes provokes strong feelings, both for and against, among therapists and consequently, whilst it remains a legal pursuit, is outside the remit of this Code. It is therefore up to individual Professional Bodies to determine their respective rulings in the matter of whether or not they will permit their individual registered practitioners to involve themselves in this activity

ISSUES SPECIFIC to INDIVIDUAL PROFESSIONAL BODIES

This Code takes account of the fact that individual Professional Bodies may have issues that are specific to themselves and their registered practitioners and consequently allow for the inclusion of clauses where necessary, always provided that such inclusions do not conflict with or substantively alter or amend any of the Code’s existing clauses and remain fully consistent with the good care and well-being of the client

APPENDIX 2

AM ENDED DRAFT CODE OF ETHICS
(AFTER CONSULTATION AND IMMEDIATELY PRIOR TO VOTE)

SCOPE OF THIS CODE

The scope of this Code is to govern the relationship between: hypnotherapist and client/s; hypnotherapist and other healthcare professionals; hypnotherapist and their respective professional body/ies. Issues relating to: training schools and training standards; the conduct of professional bodies or their officers or representatives are specifically excluded from this Code

DELIVERY OF SERVICE

All practitioners undertake to:

1. provide service to clients solely in those areas in which they are competent to do so and for which they carry relevant professional indemnity insurance.

“Competency” means adequate training, skills and experience but need not exclude treating a client for a condition which the practitioner has not treated before, provided that due diligence and professionalism is observed.

2. act in a non-biased, non-prejudicial manner towards all clients, providing those clients with an identical quality of service and treatment irrespective of the many differences which are to be found between clients, including but not restricted to: race, gender, sexual orientation, disability etc.

3. disclose full details of all relevant memberships, training, experience, qualifications and appropriate avenues of complaint to clients, upon request and only use those qualifications and memberships to which they have proof of entitlement.

4. explain fully to clients in advance of any treatment: the fee levels, precise terms of payment and any charges which might be imposed for non-attendance or cancelled appointments, and wherever relevant, confidentiality issues (see clauses 11,17,18 & 20 below) NB. written material, in the form of a contract, is considered best practice as this is less likely to give grounds for misunderstanding should any dispute between client and therapist subsequently develop.

“In advance of any treatment” means that not only should terms and conditions be set out in advance, but that they should be further clarified by the therapist at the initial consultation when additional information about the client’s needs is obtained. If for therapeutic reasons, the therapist wishes to modify treatment (e.g. to extend the treatment plan) then any effect this has on terms, conditions and pricing must be clearly explained to the client.

5. present all services and products in an unambiguous manner (to include any limitations and realistic outcomes of treatment) and ensure that the client retains complete control over the decision to purchase such services or products. N.B. guarantees of either a cure or a successful resolution of the problem/s presented shall not be offered.

CLIENT WELFARE

All practitioners shall undertake to:

6. work in ways that will promote client autonomy and well being and that maintain respect and dignity for the client
7. remain aware of their own limitations and wherever appropriate, be prepared to refer a client to another practitioner (regardless of discipline) whom might be expected to offer suitable treatment.

N.B. The practitioner should give full consideration to the efficacy of treatment, including the manner in which their rapport with the client may affect such efficacy. The practitioner has the right to refuse or terminate any treatment if it is a reasonable belief that it will not be, or continue to be, efficacious. In refusing or terminating treatment due care must be given to fully explaining the rationale for refusal or termination to the client.

8. ensure that wherever a client is seeking assistance for the relief of physical symptoms, that unless already having done so, the client be advised to contact a registered medical practitioner. N.B. Practitioners should not attempt to diagnose physical symptoms unless they have undergone relevant medical training in diagnostics.
9. confirm that they will never knowingly offer advice to a client which either conflicts with or is contrary to that given by the client's registered medical advisor/s. N.B. If the therapist has doubts or concerns with regards to a client's prescribed medication, they should, always with their client's permission, contact the medical advisor personally.
10. use due care and diligence to avoid the implantation of false memories in the client and, ensure that the client is aware that experiences while in a suggestible state are not necessarily correlated with, or to be taken as, real and valid memories of the client's past.

~~11. accept that any client referred to them by a registered medical practitioner (or other relevant agency) remains the clinical responsibility of the medical practitioner (or agency) and therefore to agree to keep that medical practitioner (or agency) suitably informed of the client's progress ("suitably" in this context means that unless the client has given permission for the release of such information, feedback should take the form of general comments as to progress rather than the provision of specific details) Practitioners should also be prepared to share information necessary for the continuing treatment of clients by other healthcare professionals, where there is an overlap or hand-on-of care.~~

Clause 11 will be struck through but numbering has remained the same in this amended draft to allow easy reference between versions and to avoid confusion.

12. ensure that their workplace and all facilities offered to both clients and their companions will be in every respect suitable and appropriate for the service provided. These shall include any consulting room used for the purpose of consultation and/or conducting therapy with any client, along with any reception or waiting areas associated with such rooms
13. take all reasonable care to ensure the safety of the client and any person who may be accompanying them
14. refrain from using their position of trust or confidence to:
 - a) cross the commonly understood professional boundaries appropriate to the therapist/client relationship or exploit the client emotionally, sexually, financially, or in any other way whatsoever. Should either a sexual relationship, or a financial relationship other than for the payment of relevant products or services, or other inappropriate relationship develop between either therapist and client or members of their respective immediate families, the therapist must immediately cease to accept fees, terminate treatment consistent with Clause 16 below and refer the client to another suitable therapist at the very earliest opportunity. N.B. Clarification on dilemmas experienced by therapists in respect of the foregoing should be sought from their respective professional body
 - b) touch the client in any way that may be open to misinterpretation. N.B. Before employing tactile induction or deepening techniques, both an explanation should be given and permission received.
15. not accept any inappropriate gifts, gratuities or favours from a client
16. never protract treatment unnecessarily and to terminate treatment at the earliest moment consistent with the good care of the client
17. maintain strict confidentiality with in the client/therapist relationship, always provided that such confidentiality is neither inconsistent with the therapist's own safety or that of the client, the client's family members or other members of the public nor in contravention of any legal action (i.e. criminal, coroner or civil court cases where a court order is made demanding disclosure) or legal requirement (e.g. Children's Acts).

Where the practitioner is working as part of a larger team, for example within an institution or through a multidisciplinary or similar clinical approach, or where the client has been referred by a medical advisor or agency with conditions placed on the referral as to shared disclosure by the practitioner to the advisor or agency, then provided that it is clear that the client consents, confidential information may be shared by the practitioner with the team or referring advisor or agency.

18. ensure that client notes and records be kept secure and confidential and that the use of computer records remains within the terms of the Data Protection Act. N.B. Manual records should always be locked away when not in use and those held on computer should be password coded. The therapist should provide, in advance, arrangements for the secure disposal of all client records in case of their permanent incapacity or death
19. recognise that the maintenance of case notes should include personal details, history, diagnosis and/or identification of problem areas; programme of sessions as agreed between therapist and client (if any), session progress notes and a copy of any contract.
20. obtain written permission from the client (or if appropriate the client's parent/s or legal guardian/s) before either recording client sessions, discussing undiscussed cases with any person whatsoever, or publishing cases (whether disguised or not) via any medium. N.B. "Recording" in this context means any method other than the usual taking of written case notes. "Undisguised" in this context means cases in which material has not been sufficiently altered in order to offer reasonable anonymity to all relevant parties. With particular reference to the use of CCTV equipment, all clients must be fully informed when such equipment is in operation and as above, written permission must be obtained prior to the commencement of any client session.
21. advise the client that disguised case studies may sometimes be utilised for the purposes of either their own supervision or the supervision and/or training of other therapists and refrain from using such material should the respective client indicate that it should not be used for these purposes.

GENERAL CONDUCT

All practitioners undertake to:

22. conduct themselves at all times in accord with their professional status and in such a way as neither undermines public confidence in the process or profession of hypnotherapy nor brings their professional body into disrepute.
23. practitioners have the duty to protect the public and the profession from unethical, unsafe or bad practice or behaviour. When offering criticisms or complaints about colleagues, practitioners should utilise appropriate channels such as the complaints procedures of professional bodies, or, where appropriate, Trading Standards or other relevant bodies. Practitioners offering criticisms outside of these channels have the duty to demonstrate that it is reasonable to do so. Practitioners must use due care and diligence when offering criticisms and complaints to ensure that they are justified and can be substantiated.
24. respect the status of all other medical/healthcare professionals and the boundaries of their professional remit

RELATIONSHIP WITH PROFESSIONAL BODY

All practitioners undertake to:

25. notify their professional body, in writing, of any change in practice name, contact address, telephone number or email address, at the earliest convenient moment.
26. inform their professional body, in writing, of any alteration in circumstance which would effect either their position or ability as practitioners
27. inform their professional body, in writing, of
 - a) any complaint (of which they are aware) made against them
 - b) any disciplinary action taken against them by any professional body
 - c) any criminal offence of which they have been convicted
28. make available all relevant information requested as a result of investigation by any appointed Complaints and Disciplinary Officer, without hindrance (whether implied or actual) or unreasonable delay and comply fully with all requirements inherent with in any Complaints and Disciplinary Procedure to which they subscribe.

ADVERTISING, DISPLAY OF CREDENTIALS and USE OF SPECIFIC TITLES

All Practitioners undertake to:

29. ensure that all advertising, no matter in what form or medium it is placed, represents a truthful, honest and accurate picture of them selves, their skill-base, qualifications and facilities and that any claims for the successful outcome of treatments (in whatever form at) shall be based upon verifiable, fully documented evidence
30. ensure that all advertising shall comply with the British Code of Advertising Practice, accord with the British Advertising Standards Authority and to make available all such literature to their professional body on request
31. display only valid qualifications and certificates issued in respect of relevant training courses and events or certificates of registration, validation or accreditation as issued or awarded by relevant professional bodies
32. make no claim that they hold specific qualifications unless such claim can be fully substantiated

Notes for Guidance:

Title: “Dr”

Practitioners should avoid the possibility of misdirecting their clients in using the title “Dr”. Misdirecting a client falls into three categories:

- a) **Medical Misdirection** – where the client is led to believe, by commission or omission, intended or inadvertent, that the therapist is a licensed medical practitioner when this is not the case.
- b) **Misdirection by Relevance** – where the client is led to believe, by commission or omission, intended or inadvertent, that the therapist’s title is directly relevant to the practice of their therapy, when it is not (e.g. the doctorate is in an unrelated subject)
- c) **Misdirection by Quality** – where the client is led to believe, by commission or omission, intended or inadvertent, that the therapist’s title fulfils the requirements of widely recognized common UK standards for doctorates in Chartered Universities or Government licensed awarding bodies (e.g. a “life experience” doctorate or foreign award whose accreditation standards are questionable.)

Practitioners should, therefore, only use the title “Dr” if they are medically licensed in the UK or their title is both UK issued and accredited and in a subject relevant to hypnotherapy (e.g. counselling or psychology). All practitioners using this title should explain in their advertising literature and to their clients, the nature and subject of the title and the awarding body, and non-medical “Drs” should declare that they are not medical practitioners in their advertising literature and to their clients.

Title: “Professor”

This should be used in the UK only when the therapist holds a UK based Professorial Chair, and the use of the title should be fully explained to the client.

Title: “Reverend”

This should be used in the UK only when the therapist is offering therapy in a religious context, and the use of this title should be fully explained to the client.

Title: “Consultant Hypnotherapist”

This should not be used

**TREATMENT of MINORS
and those classified as PERSONS WITH SPECIAL NEEDS**

All Practitioners undertake to:

33. obtain the written consent of an appropriate adult (i.e. parent, legal guardian or registered medical practitioner) before conducting treatment with clients who are either under the age of majority or are classified as persons with special needs. NB. Wherever possible and provided it is judged to be in the child's best interests, it is advisable that an appropriate adult should be present during such sessions. It is advisable that the therapist should hold a current Full Disclosure CRB certificate if they wish to work with minors

SUPERVISION and CONTINUING PROFESSIONAL DEVELOPMENT

Practitioners are expected to maintain or improve their level of skills and professional competence in accordance with the requirements laid down by their respective professional body. This could include

- a) meetings with a colleague (or colleagues) to discuss, in confidence (*see Clause 20 above*), ongoing cases and issues arising from them and to work through any personal matters that might affect their own position or ability as practising therapists. Such arrangements can take a variety of forms, the most usual of which are either personal One to One Supervision or participation with in a Peer Support Group
- b) undertaking continuing training, either formally, by attendance at relevant courses, workshops and seminars or informally, by relevant reading and Internet research
- c) the utilisation of appropriate audit tools, e.g. client feedback forms, care aims forms etc
- d) maintaining an awareness of research and developments within both hypnotherapy and other related fields

RESEARCH ETHICS

For all practical purposes, a "research subject" should be considered synonymous with a "client" and consequently, all relevant Clauses within the general Code of Ethics remain applicable

Of extra importance is the need on the part of the researcher to:

- 1. accept that all participation by research subjects must be on a completely voluntary basis and that no "pressure" of any type should be exerted in order to secure participation. (Payments must not be such an inducement that they would encourage the taking of risk beyond that taken in the normal course of the participant's everyday life)

2. ensure that proper consent has been obtained prior to the commencement of any research project. This is especially so in the case of minors or persons with special needs. N B . This does not apply where general research of a purely statistical nature is carried out. N B 2 In longitudinal research, consent may need to be obtained at repeated intervals

3. understand that initial consent does not negate a participant's right to withdraw at any stage of the research and further, that this must be made clear to the participant at the outset

4. maintain complete openness and honesty with regard to both the purpose and nature of the research being conducted

5. consider any potential adverse consequences to the research subject as a result of any intended research project

6. accept that if, during research, a participant exhibits or presents with a condition they seem unaware of, then the researcher has a duty to inform the subject that they believe their continued participation may jeopardise their future well-being.

7. provide, where relevant, for the ongoing care of participants with regard to any adverse effects that might arise as a consequence of and within a reasonable time period after, their involvement with in any research project

8. understand and act upon the principle that the privacy and psychological well-being of the individual subject is always more important than the research itself

STAGE HYPNOSIS

Version 1

Stage Hypnosis performed for entertainment purposes provokes strong feelings, both for and against, among therapists and consequently, whilst it remains a legal pursuit, is outside the remit of this Code. It is therefore up to individual Professional Bodies to determine their respective rulings in the matter of whether or not they will permit their individual registered practitioners to involve themselves in this activity

OR –

Version 2

Hypnoterapists shall not use hypnosis for entertainment purposes

ISSUES SPECIFIC to INDIVIDUAL PROFESSIONAL BODIES

This Code takes account of the fact that individual Professional Bodies may have issues that are specific to themselves and their registered practitioners and consequently allows for the inclusion of clauses where necessary, always provided that such inclusions do not conflict with or substantively alter or amend any of the Code's existing clauses and remain fully consistent with the good care and well-being of the client

