



Detailed Rewritten Code of Ethics for NZAPH 2024

Code of Ethics

SCOPE OF THIS CODE

The scope of this Code is to govern the relationship between the hypnotherapist and client/s; the hypnotherapist and other healthcare professionals. Issues relating to training schools and training standards; the conduct of other professional bodies (or their officers or representatives) are specifically excluded. The Code relates solely to our registered practitioners whilst providing service in hypnotherapy and where service is provided in other approaches, clients are advised to satisfy themselves as to the suitability of the practitioner to provide such service. Issues relating to online disputes via any medium and disputes over fee payments and/or refunds are specifically excluded.

DELIVERY OF SERVICE

All practitioners shall 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.

(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) who might be expected to offer suitable treatment.

N.B. Practitioners 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 regard to a client's prescribed medication, they should, always with their client's permission, contact the medical advisor directly.

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

11. 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 a client, along with any reception or waiting areas associated with such rooms.

12. Take all reasonable care to ensure the physical safety of the client and any person who may be accompanying them.

13. 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 families, the therapist must immediately cease to accept fees, terminate treatment consistent with Clause 15 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 the NZAPH.

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.

14. Not accept any inappropriate gifts, gratuities or favours from a client.

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

16. 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 Children's Act 2014, you can visit the Oranga Tamariki <https://www.orangatamariki.govt.nz/working-with-children/childrens-act-requirements/>

N.B. Where the practitioner is working as part of a larger team, for example within an institution or through a multi-disciplinary 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.

17. Ensure that client notes and records be kept secure and confidential and that the use of both manual and computer records remains within the terms of the Privacy Act 2020. <https://www.privacy.org.nz/privacy-act-2020/privacy-principles/>

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.

18. 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.

19. Obtain written permission from the client (or if appropriate, the client's parent/s or legal guardian/s) before recording client sessions, discussing undisguised cases with any person whatsoever, or publishing cases (whether disguised or not) via any medium.

(‘Recording’ means any method other than the usual taking of written case notes. ‘Undisguised’ 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 written permission as above must be obtained prior to the commencement of any client session where CCTV is in use.)

20. Advise the client that disguised case studies may sometimes be utilised for the purposes of either their own (i.e. the therapist’s) supervision or the supervision and/or training of other therapists but refrain from using such material should the respective client indicate that it should not be used for these purposes.

RELATIONSHIP WITH PROFESSIONAL BODY

All practitioners shall undertake to:

21. Notify the NZAPH, in writing, of any change in practice name, contact address, telephone number or email address, at the earliest convenient moment.

22. Inform the NZAPH, in writing, of any alteration in circumstance which would affect either their position or ability as practitioners.

23. Inform the NZAPH, 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.

24. 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 the NZAPH Complaints procedure.

ADVERTISING, DISPLAY OF CREDENTIALS & USE OF SPECIFIC TITLES

All Practitioners shall undertake to:

25. 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.

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

27. 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 recognised 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 NZ or their title is both NZ 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 NZ only when the therapist holds NZ based Professorial Chair, and the use of the title should be fully explained to the client.

Title: ‘Reverend’

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

TREATMENT of CHILDREN & YOUNG PEOPLE

28. People aged 16 or over are entitled to consent to their own treatment. This can only be overruled in exceptional circumstances.

Young people (aged 16 or 17) are presumed to have sufficient capacity to decide on their own medical treatment, unless there’s significant evidence to suggest otherwise.

Children under the age of 16 can consent to their own treatment if they’re believed to have enough intelligence, competence and understanding to fully appreciate what’s involved in their treatment. This is known as being Gillick competent.

Otherwise, someone with parental responsibility can consent for them.

This could be:

- the child’s mother or father
- the child’s legally appointed guardian
- a person with a residence order concerning the child
- a local authority designated to care for the child
- a local authority or person with an emergency protection order for the child

PERSONS WITH SPECIAL NEEDS / LEARNING DISABILITIES

28(A). Refer to NZAPH for advice.

SUPERVISION & 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 the NZAPH. This could include:

- a) Meetings with a colleague (or colleagues) to discuss, in confidence, 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.

ONLINE & REMOTE THERAPY

All Practitioners shall undertake to:

29. Be aware of, and familiarise themselves with, the differences between online and face to face therapy and the impact that online work can have on the relationship between therapist and client and on the therapeutic process in general.

30. Possess the ability to carry out appropriate client assessments and shall ensure client suitability for online work prior to commencement of therapy.

31. Obtain appropriate insurance to cover online work.

32. Satisfy themselves that the client has presented their true identity.

33. Ensure that the client has read, understood and agreed their personal contract for working online prior to commencement of therapy.

(N.B. The contract should include, but not necessarily be limited to, confirmation by the client of the following:

i) That they are not suffering from any diagnosed psychiatric condition or epilepsy and are not under the supervision of a psychiatrist.

ii) That they have provided the correct address and contact details of their online location.

iii) That they have provided the correct name and full practice address and telephone number of their GP and that they authorise the therapist to

contact the GP if the therapist regards it as essential for either the wellbeing of the client or others.

iv) That they will take part in all sessions free from the influence of either alcohol or drugs and will provide a list of any prescription medicines they are currently taking.

v) That they will ensure that the environment in which sessions are undertaken shall be safe and free from distractions and will inform the therapist if there is anyone else present or monitoring the session.

vi) That they will not record the session (either by sound or visual means) without prior permission from the therapist.

vii) That they understand and accept that the therapist may terminate the session without warning if the therapist should determine that the session has been booked for some purpose other than to receive therapy, and that should this occur, the client will remain liable for any session fee that may have been paid in advance.

34. Obtain an agreed back-up number or text arrangement in case of technology failure, and a third-party emergency contact number.

35. Ensure that the client has a clear understanding of what to do in the event of server or computer breakdown or other loss of communication.

36. Ensure that the client has access to all relevant email transactions and full details of all fees paid to the therapist.

37. Take appropriate measures to protect the integrity and privacy of their computer system and to remove client material from their computer at the end of the contracted work.

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. (N.B. 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 being 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 within 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.

This Code is not a static document and may be amended from time to time in order to remain fully consistent with the good care and well-being of the client.