

Client Privacy Notice

How Your Wellbeing Matters collects, uses, stores and protects personal information

Privacy at a glance

I collect only the information reasonably needed to consider, arrange and provide therapy, keep appropriate records, receive payment, meet professional obligations and respond to safety concerns. I do not sell client information, use it for unrelated marketing, record sessions, or use automated or AI note-taking, transcription, profiling or solely automated decision-making.

1 Who is responsible for your information?

Melanie Rivera, trading as Your Wellbeing Matters, is the data controller. This means I decide why and how personal information is used and remain responsible for ensuring it is handled lawfully, fairly and securely.

Practice	Your Wellbeing Matters Counselling & Integrative Psychotherapy
Email	therapy@yourwellbeingmatters.co.uk
Telephone	01202 125478
Website	www.yourwellbeingmatters.co.uk

2 Who this notice applies to

This notice applies when you enquire about therapy, join a waiting list, book an initial conversation or assessment, become a client, or have previously received therapy from me. It should be read alongside the Therapeutic Agreement and, where relevant, an additional overseas-working agreement.

3 Information I may collect and where it comes from

Most information comes directly from you. I may also receive relevant information from a person you have authorised, a referrer, a person paying for therapy, or a health or safeguarding professional. If information is received from another source, I will normally tell you and provide this notice no later than my first communication with you, unless a lawful exception applies.

- identity and contact details, including your name, preferred name, pronouns if provided, date of birth, address, email address and telephone number;
- GP or medical-practice details, emergency-contact details, and your physical location where this is clinically necessary for online or overseas work;
- enquiry, referral, assessment, appointment, attendance, safe-contact and accessibility information;
- information you share about your health, wellbeing, relationships, history, identity, beliefs, sexuality, experiences, risks, therapeutic goals and progress;
- brief factual therapy records, correspondence, agreed plans, outcome measures and information relevant to supervision, safeguarding, complaints or continuity of care; and
- payment, invoice and transaction information. I do not receive your full online-banking credentials.

4 Why I use your information and my lawful bases

Data-protection law requires a lawful basis under Article 6 of the UK GDPR. Sensitive information—known as special category data—also requires a separate Article 9 condition. The bases most relevant to this practice are set out below.

Purpose	Article 6 basis	Additional protection for sensitive data
Responding to enquiries, assessing suitability, arranging and providing therapy, managing appointments and fees.	Contract: necessary to take steps at your request and to perform our Therapeutic Agreement (Article 6(1)(b)).	Health or social care: necessary to provide counselling/psychotherapy under a contract with a professional who owes duties of confidentiality (Article 9(2)(h) and DPA 2018 Schedule 1, condition 2).
Keeping proportionate records after therapy, protecting professional standards, supervision, service continuity, security, insurance and responding to concerns.	Legitimate interests: safe, accountable and defensible professional practice (Article 6(1)(f)). These interests are balanced against your rights and the impact on you.	Where relevant: health or social care (Article 9(2)(h)); legal claims (Article 9(2)(f)); or explicit consent for an optional use (Article 9(2)(a)).
Meeting tax, accounting, regulatory, court or other legal requirements.	Legal obligation (Article 6(1)(c)).	Legal claims (Article 9(2)(f)) or another condition required by the particular legal obligation.
Responding to an immediate, serious threat to life where consent cannot reasonably be obtained.	Vital interests (Article 6(1)(d)).	Vital interests in the limited circumstances permitted by Article 9(2)(c), or another applicable safeguarding condition.

You will be asked to agree to the Therapeutic Agreement and the keeping of appropriate records. If I ask to use sensitive information for a genuinely optional purpose, I will seek specific and explicit consent. You may withdraw consent for that optional use at any time. Withdrawal does not affect processing already carried out lawfully, and it may not require deletion of information that I must or may retain under another lawful basis.

5 How I use your information

- to respond to you, assess whether I can safely and competently offer the service, and make reasonable adjustments;
- to provide therapy, monitor the work, prepare for sessions and maintain brief, relevant professional records;
- to arrange appointments, send agreed reminders, process payments and issue invoices or receipts;
- to obtain professional supervision using the minimum identifying information reasonably necessary;
- to respond to safety, safeguarding, complaints, legal, insurance or regulatory matters; and
- to maintain practice continuity if serious illness, incapacity or death prevents me from contacting active clients.

I will not use information collected for therapy for unrelated advertising or direct marketing. I do not sell or rent client information.

6 How information is stored and protected

I use proportionate technical, organisational and physical safeguards. These include password-protected and encrypted devices and services, multi-factor authentication where available, restricted access, secure deletion, and locked storage for any paper records. Identifying and administrative information is kept separately from therapy notes where practicable, and notes are brief, factual and limited to what is relevant.

Online sessions are not recorded. I do not permit or use screenshots, automated transcription, AI note-taking or other automated processing of session content. There is no solely automated decision-making or profiling that produces legal or similarly significant effects.

7 Digital services and other recipients

I remain the data controller when suitable service providers process information on my instructions. The services used may change; I review them and their contractual and security arrangements. The principal categories currently include:

Service or recipient	Purpose and limits
Zanda Health and authorised sub-processors	Appointments, forms, reminders and secure client-administration records. Integrated Zoom Telehealth is used for online sessions. Zanda processes client information on the practice's instructions under its data-processing arrangements.
Proton Mail	Practice email and secure correspondence. Proton AG is based in Switzerland and provides contractual data-protection and security commitments.
Wix and website-notification services	Website hosting and contact or booking enquiries. Website-form information may pass through Wix and the email service used to notify me. Once therapy begins, therapeutic correspondence should use the practice email shown in this notice.
Telephone, SMS, banking and payment providers	Calls, agreed appointment messages and payment administration. Providers such as my bank or Wise may act as independent controllers for their own regulated services. Therapy notes are not included with ordinary payment descriptions.
Professional supervisor	Only information reasonably needed for professional reflection. Full names are not used in routine supervision, and the supervisor is professionally bound to confidentiality.
Clinical executor	If my clinical-will arrangements take effect, limited, securely restricted access to active clients' Zanda contact and appointment information may be used solely to notify clients, cancel appointments and support an administrative ending. Therapy notes are held separately.

8 When information may be shared

Information is not routinely disclosed outside the arrangements above. I may share the minimum information reasonably necessary:

- with your consent or at your request—for example, with a GP, another therapist, referrer or other professional;
- with an agreed emergency contact, GP, safeguarding service or emergency service where there is a serious concern about immediate safety, a medical emergency, or another lawful safeguarding reason;
- where disclosure is required or authorised by law, court order, regulatory requirement or a valid request made under statutory authority; or

- with my professional indemnity insurer, legal adviser or BACP where reasonably necessary to obtain advice, respond to a complaint or establish, exercise or defend a legal claim.

Where it is safe, lawful and practicable, I will discuss a proposed disclosure with you first. I will share only what is relevant and reasonably necessary. Confidentiality continues after therapy ends.

9 International access and transfers

Some technology providers and their authorised sub-processors operate in, support from, or route information through countries outside the UK. Current examples may include Switzerland, the EEA, Australia and the United States. Zanda's current provider list also describes multi-region and customer-selected processing for hosting, messaging and telehealth.

Where UK personal information is transferred to a country not covered by UK adequacy regulations, I use providers whose contractual arrangements state that an approved safeguard is used, such as the UK International Data Transfer Agreement, the UK Addendum to approved Standard Contractual Clauses, or another lawful transfer mechanism, together with appropriate security measures. You may ask me for further information about the safeguards relevant to a particular service.

If you attend while temporarily outside the UK, additional location, legal, insurance and emergency arrangements are required. Your information continues to be handled under this notice and the separate overseas-working agreement. A client's presence abroad does not by itself mean that records are transferred to a separate overseas organisation.

10 How long information is kept

Information	Usual retention
Enquiries that do not proceed to therapy	Normally deleted within 6 months of the last meaningful contact, unless there is a clear reason to retain them longer.
Waiting-list information	Reviewed regularly and normally deleted within 6 months after you leave the waiting list or the last meaningful contact.
Client contact, assessment, correspondence and therapy records	Normally 5 years after the final session, in line with the current professional-indemnity requirement.
Financial and tax records	Normally 6 years after the end of the relevant financial year, or longer if law requires.
Safeguarding, complaint, legal or insurance material	For as long as reasonably necessary for the relevant purpose, limitation period, legal requirement or insurer's instruction. The reason for extended retention will be documented.

When a retention period ends, records are securely deleted or destroyed. Back-up copies and provider systems may require a short additional period before final erasure. Anonymous information that can no longer identify you is not personal data and may be retained for practice reflection or statistical purposes.

11 Your data-protection rights

Depending on the circumstances and the lawful basis, you may have the right to:

- be informed about how your information is used and obtain access to the personal information held about you;
- ask for inaccurate or incomplete information to be corrected;
- ask for deletion or restriction of processing in certain circumstances;
- object to processing based on legitimate interests;

- receive certain information you supplied in a portable format where the legal conditions apply; and
- withdraw consent where a particular use relies on consent.

These rights are not absolute. For example, I may need to retain information to comply with law, protect another person, maintain the integrity of a clinical record, or establish, exercise or defend a legal claim. I may ask for proportionate proof of identity or authority before responding. I will normally respond within one month; the law permits an extension in limited complex cases.

12 Questions, requests and data-protection complaints

Please contact me using the email or telephone number in section 1 if you have a question, wish to exercise a right, or believe your information has not been handled properly. You can describe what has happened, what information is involved and what outcome you are seeking. You do not have to use a special form.

How I will handle a data-protection complaint

I will acknowledge receipt within 30 days. Without undue delay, I will make appropriate enquiries, keep you informed where necessary, and tell you the outcome and any action taken. This process is separate from a complaint about the therapeutic service, which is addressed in the Therapeutic Agreement.

You also have the right to complain to the Information Commissioner's Office (ICO). The ICO will usually expect you to have raised the matter with me first.

ICO website: www.ico.org.uk/make-a-complaint

ICO helpline: 0303 123 1113

13 Changes to this notice

I review this notice when my working practices, technology, professional requirements or the law change. The current version will be made available to clients. If a material change affects how existing client information is used, I will bring it to your attention before the new use begins where required.

Document control

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