

Rutland Therapists

RT007 – Online Therapy Policy

Policy Name: RT007 – Online Therapy Policy

Policy Owner: Rutland Therapists

Written and Agreed: August 2026

Review Date: August 2027

1. Purpose

Rutland Therapists recognises that online therapy can provide clients with a flexible and accessible alternative to face-to-face therapy.

This policy sets out how therapists working with Rutland Therapists will provide online therapy safely, ethically and confidentially, while maintaining the same professional standards expected within face-to-face practice.

2. Scope

This policy applies to all therapists working with Rutland Therapists who provide therapy remotely, including:

- video counselling;
- telephone counselling

3. Professional Responsibilities

Each therapist providing online therapy is responsible for:

- maintaining appropriate professional registration or membership with BACP and/or NCPS, as applicable;
- working within their professional competence and ethical framework;

- maintaining appropriate professional indemnity insurance that covers online therapy;
- undertaking appropriate clinical supervision;
- maintaining their own appropriate registration with the Information Commissioner's Office (ICO);
- complying with UK GDPR and the Data Protection Act 2018; and
- maintaining appropriate knowledge and competence in online therapeutic practice and the technology they use.

4. Suitability for Online Therapy

Online therapy may not be appropriate for every client or in every circumstance.

Before commencing online therapy, the therapist should consider whether this way of working is suitable for the client's individual needs and circumstances.

This may include consideration of:

- the client's ability and confidence in using the technology;
- access to a private and confidential space;
- communication needs;
- safeguarding considerations;
- known risks or vulnerabilities;
- the client's ability to access appropriate support in an emergency; and
- whether the therapist can provide safe and effective therapy remotely.

Suitability should be reviewed throughout the therapeutic relationship and alternative arrangements discussed where online therapy is no longer considered appropriate.

5. Confidentiality and Privacy

The same principles of confidentiality apply to online therapy as to face-to-face therapy.

Therapists will provide online sessions from a private space where conversations cannot reasonably be overheard.

Clients will be encouraged to:

- participate from a private and appropriate location;
- use headphones where this improves privacy;
- take reasonable steps to prevent conversations being overheard; and
- avoid participating in sessions from public places or other environments where confidentiality cannot reasonably be maintained.

Online therapy will be managed in accordance with **RT003 – Confidentiality Policy** and relevant data protection requirements.

6. Technology and Security

Therapists should take reasonable steps to use appropriate and secure technology for online therapy.

Devices used for client work should be appropriately protected through measures such as:

- passwords or other secure access controls;
- up-to-date software and security updates;
- appropriate privacy settings; and
- secure internet connections.

Therapists should take reasonable steps to understand the privacy and security arrangements of the online platform they use.

Client information should not be unnecessarily stored within online platforms or devices.

7. Recording Online Sessions

Online therapy sessions will **not normally be recorded** by Rutland Therapists.

Clients should also be asked not to audio-record, video-record, photograph or otherwise capture sessions without prior discussion and agreement with their therapist.

Where there is a specific professional reason for a therapist to record a session, this must be discussed with the client in advance and appropriate consent obtained.

The purpose of the recording, how it will be stored, who may access it and when it will be securely deleted must be agreed before any recording takes place.

8. Location and Emergency Information

At the beginning of online work, the therapist should obtain appropriate information to enable them to respond to an emergency or serious safeguarding concern.

Clients should inform their therapist if they are attending an online session from a location significantly different from their usual location.

Where appropriate, particularly where there is an identified risk or safeguarding concern, the therapist may confirm the client's current location at the beginning of a session.

Relevant emergency contact details should be obtained and kept up to date where appropriate to the client's circumstances.

9. Safeguarding and Risk

The same safeguarding responsibilities apply when working online as when working face-to-face.

Where a therapist becomes concerned about the immediate safety of a client or another person, they will follow **RT004 – Safeguarding Policy** and the confidentiality arrangements set out within **RT003 – Confidentiality Policy**.

Where there is an immediate risk and emergency assistance is required, relevant information may need to be shared with the emergency services or another appropriate service.

Where possible and appropriate, the therapist will discuss this with the client.

10. Technology Failure

Occasionally, an online session may be interrupted because of internet, telephone, platform or equipment failure.

Therapist and client should agree in advance what will happen if the connection is lost.

This may include:

- attempting to reconnect;

- contacting each other by an agreed alternative method;
- continuing by telephone where appropriate; or
- rearranging the remaining session where the technical problem cannot be resolved.

Where a significant technical problem is on the therapist's side and prevents the session from taking place, the client will not be financially disadvantaged.

Where repeated technical difficulties affect the quality or safety of therapy, the therapist and client should discuss whether another way of working would be more appropriate.

11. Communication Outside Sessions

Online therapy does not provide clients with continuous or emergency access to their therapist.

Email, text messaging or other agreed methods of communication outside sessions should normally be used for practical matters such as arranging or changing appointments, rather than for ongoing therapeutic work unless this has specifically been agreed.

Therapists will communicate their usual availability and should not be expected to respond immediately to messages outside agreed working arrangements.

Clients experiencing an emergency should not rely on email, text messages or other messages to their therapist for immediate assistance.

12. Children and Young People

Where online therapy is provided to a child or young person, additional consideration will be given to their age, understanding, individual circumstances, privacy and safeguarding needs.

For children under 16, consideration will include **Gillick competence**, where relevant, alongside parental responsibility, consent and safeguarding responsibilities.

Appropriate arrangements should be discussed with parents or carers before online therapy begins, including:

- the importance of providing the child or young person with privacy during their session;
- confidentiality and its limitations;
- what will happen if the therapist has a safeguarding concern;
- emergency contact arrangements; and
- what will happen if the online connection is lost.

Parents or carers should not routinely listen to or observe the child's online therapy session unless this has been specifically agreed as part of the therapeutic work.

The confidentiality arrangements set out within **RT003 – Confidentiality Policy** and the relevant Parent/Carer and Child/Young Person Agreements will apply.

13. Working Across Different Locations

Therapists should be aware of where their client is physically located when providing online therapy, particularly where the client is outside the therapist's usual area of practice.

Where a client is temporarily or permanently located outside the UK, the therapist should consider whether they are appropriately insured and professionally able to provide therapy to a client in that location before continuing online work.

14. Payment and Cancellation

Fees, payment arrangements, cancellations and missed online appointments will be managed in accordance with **RT002 – Cancellation and Payment Policy**.

An online appointment is treated as a scheduled counselling session and the same cancellation arrangements apply as for face-to-face therapy.

15. Data Protection

Personal information obtained through online therapy will be managed in accordance with **RT003 – Confidentiality Policy**, UK GDPR and the Data Protection Act 2018.

Each therapist working with Rutland Therapists is responsible for maintaining their own appropriate registration with the **Information Commissioner's Office (ICO)** and for ensuring that the technology they use is appropriate for their professional practice.

Any actual or suspected data breach should be managed in accordance with RT's confidentiality and data protection arrangements.

16. Review

This policy will be reviewed annually, or sooner where:

- relevant legislation or data protection requirements change;
 - BACP or NCPS guidance changes;
 - professional indemnity insurance requirements change;
 - the technology used to provide online therapy changes significantly;
 - a safeguarding, confidentiality or data protection incident identifies a need for review; or
 - experience indicates that existing arrangements should be amended.
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Related Rutland Therapists Documents

- **RT001 – Lone Working Policy**
- **RT002 – Cancellation and Payment Policy**
- **RT003 – Confidentiality Policy**
- **RT004 – Safeguarding Policy**
- **Client Counselling Contract**
- **Parent/Carer Agreement**
- **Child/Young Person Agreement**

Relevant Professional and Legal Guidance

- UK General Data Protection Regulation (UK GDPR)
- Data Protection Act 2018
- Information Commissioner's Office (ICO) guidance
- BACP Ethical Framework for the Counselling Professions
- BACP Online and Phone Therapy Competence Framework
- NCPS Code of Ethics

- Individual professional indemnity insurance policy terms and requirements
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Policy Agreement

We confirm that we have read, understood and agree to follow **RT007 – Online Therapy Policy**.

Name: Kim Searle_____

Signature: _____ **Date:** _____

Name: __Lou Burtt_____

Signature: _____ **Date:** _____

Name: Catherine Andrew_____

Signature: _____ **Date:** _____