

COUNSELLING RETAINER AGREEMENT

Dear

These are the terms on which I am offering you full support per calendar month (See Terms 'Monthly Allowance') in the form of visits here, email exchange, text exchange, phone calls or Skype in counselling services... in exchange for a reduced rate, fixed monthly retainer fee paid monthly in advance (see Terms 'Retainer Fee') which I will refer to as 'Retainer' in this agreement.

The **flexible nature** of this Retainer Agreement **and discounted rate** of the Retainer Fee reflect the occasional likelihood of holidays and absence on both sides. However, before or after my holiday dates, I will always endeavour to reimburse session time 'lost' - but only where we agree appropriate or required.

It is also possible that you may occasionally exceed the Monthly Allowance (See also 'Monthly Allowance' page 2 and 3) and this will be at **no extra charge** to you, unless this continues **for more than 3 consecutive months**.

In which case, the terms of the Retainer and its' fees will be re-negotiated.

Equally, as its' nature, you may occasionally not use the Retainer to its' monthly maximum.

DEFINITION OF TERMS IN THIS AGREEMENT:

Monthly Allowance: **protected hourly support available** - see 'Monthly Allowance' pages 2 and 3

Protected Hourly Support: **my exclusive commitment to you at the exclusion of adding new clients to my time limited caseload** (see 'Other Conditions' pages 2)

Retainer Fee Payment Date: **date each month on which the Retainer fee is payable as specified below**

Retainer Fee: **the monthly fee which I will notify to you. This is payable by you monthly (by standing order) one month in advance on each Retainer Fee Payment Date throughout the duration of the Retainer Agreement**

Termination of Agreement: (2 months' notice required)

1. I may terminate the Retainer with immediate effect where I feel the service is no longer appropriate or beneficial for the Client, or wherein I am no longer able to offer my service. At my discretion, I may refund an amount of the remaining Retainer Fee for the month in which I terminate the Retainer in these circumstances.

2. You may terminate the Retainer **by giving me 2 months' notice in writing** e.g. by text or email. The 2-month notice period starts on the Retainer Fee Payment Date **which immediately follows** the date on which you give me notice.

For example: Where you pay on the 1st of every month (say, 1st July) and you give me notice of your wish to terminate on (say) the 15th of July:

- your **notice will take effect** on the 1st of August
- you will be pay me the Retainer Fee on the 1st of August and the 1st of the September (= 2 months' notice)
- the Retainer will come to an end on September 30th as your fee is payable monthly in advance

Your ongoing **protected hourly support** continues throughout the notice period until the end of the Retainer.

The 2 months' notice period is designed to give me fair warning, whilst also facilitating a 'cooling off' period during which time we remain in contact to suitably taper your withdrawal from the counselling relationship and setting.

Other Conditions:

Within my professionally time limited caseload, **protected hourly support** in the provision of counselling services – outlined in the offer on Page 1 – will be agreed **no less than two**, but **no more than three months** in advance. Wherever possible, a same time/day each month will be agreed

Where homework/email exchange is agreed, I will endeavour to advise any change in availability to support you up to 7 days in advance

Where you give me **more than 48 hours' notice of cancellation** of a session, I will endeavour to offer an alternative time during that same month.

Where you give me **less than 24 hours' notice of cancellation**, the hours' availability from that Monthly Allowance shall be lost.

I will contact you to let you know - where possible at least 24 hours before a session - if I am unable to make your session, and to re-schedule a timely alternative

Any portion of the Monthly Allowance **which has not been used** by the end of the month to which it relates **cannot be rolled** over into the next month.

Agreement and Signature

NB: where submission of this Agreement by email to the Client is made, the Client's subsequent payment at the agreed rate constitutes acceptance of this Agreement

This Agreement is between

The Client

and Jan Matthews, The Counsellor.

Please note:

There will be an automatic renewal of the Agreement in the absence of Notice to Terminate on either side

Retainer Fee: £ (#) pcm by Standing Order:

Retainer Fee Payment Date: On the (dd) of each month.

First payment is due on (dd/mm) as an advance payment for the following first month of the Retainer

Monthly Allowance:

Up to (#) HOURS (or very occasionally less, or in excess) per calendar month for the duration of the Agreement thus:

Constituting a weekly visit &/or engagement in email exchange, text, Skype &/or phone call

Acknowledged and Signed:

Client:

Counsellor: Jan Matthews

Date:

Signature: