



CONSENT AND TERMS

This consent form will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by signing this form below, and putting your initial on each page.

Seeking therapy is a very positive step taken by you. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Becoming aware of feelings attached to certain events can bring on strong feelings of anger, depression, anxiety, etc. I am here to support you and do my very best to understand you and the repetitive patterns that occur in your life. I am also here to help you clarify what is it that you want for yourself.

Appointments and cancellations

A standard therapy session is 45-50 minutes. Once we agree to work together, we will usually schedule an appointment on need basis. Typically, students come in once a week to 4 or even 5 times a week depending on the nature of service. Students are expected to be punctual. Any delay will be deducted from the session time itself. Any cancellation needs to be intimated 24 hours in advance. The inability of such intimation will result in the billing of full session charges.

Accessibility

If you need to contact me in between sessions, please email me at ridhi@thinkingcapsedu.com. I will try and reply to your messages in a timely manner. If there is an emergency, please call me on my mobile number or the office landline is 0124-4286645.

Activity & Risk

Careful consideration is given to the planning and delivery of all lessons and activities. However, certain activities may involve practical considerations and inherent risks associated with physical movement, sensory engagement, or therapeutic intervention.

The intervention process is dynamic and may require the use of varied approaches, techniques, or mechanisms from time to time, based on the child's needs and professional judgement. These will be communicated, where appropriate, to the child and to the parent, guardian, and/or accompanying adult. The accompanying adult is required to remain attentive, vigilant, and compliant with all instructions and safety protocols, including but not limited to remaining within the premises of the venue at all times.

Termination

Ending relationships can be difficult. It is therefore important to have a termination process in order to achieve some closure. Any termination will always be first discussed. The reasons and purpose of terminating the same along with possible ways to move ahead will also be touched upon.



Dispute

All or any dispute, controversy or claim directly or indirectly caused by, arising out of, or relating to this document and/or our interactions and sessions will be governed by the laws of India. The jurisdiction for the same will be *Delhi/Gurgaon*.

Confidentiality

The session content and all relevant materials will be held confidential. However, there are certain limitations of such client held privilege of confidentiality and they are as follows:

- If there is evidence of clear and imminent danger or harm to self and/or others, the therapist is legally required to report this information to the parents/authorities responsible for ensuring safety.
- Disclosure of information, if required by law.
- Therapeutic work: Information relevant to work with a child will be shared with allied professionals and colleagues (at times 2 people work on different goals with the same child). Circumstances such as these will involve sharing of information.

Minor

In the case of a minor, the therapist understands the need to balance ethical rights of the minor clients, their ability to give consent and parental rights to protect the minor and make decisions on their behalf. Therefore, in addition to the exceptions to confidentiality mentioned above, additional protocol may be required for minors.

- If minor patients tell their therapist, or the therapist otherwise learns that, it appears that a child, is being neglected or abused—physically, sexually or emotionally—or that it appears that they have been neglected or abused in the past. In this situation, the therapist is required by law to report the alleged abuse to the appropriate authorities.
- If required, the parents/guardians may be required to participate, observe (with permission of the child), learn and practice techniques used in therapy sessions.
- When working with minor clients who lack the capacity to give voluntary consent to release confidential information, counselors seek permission from an appropriate third party (parents/guardians) to disclose information. In such instances, therapists inform clients consistent with their level of understanding and take appropriate measures to safeguard client confidentiality.
- Therapy is most effective when a trusting relationship exists between the therapist and the client and this is especially true to adolescents. It is necessary for minor clients to feel secure during therapy, where they feel free to discuss personal matters without the fear of information being passed on to the parents. Therefore, the therapist can provide parents with general information on the minor's treatment but refrain from sharing specific information, unless absolutely necessary. This includes activities and behavior that parents would not approve of—or might be upset by— but that do not put their child at risk of serious and immediate harm. However, if the minor's risk-taking behavior becomes more serious, then the therapist will need to use his or her professional judgment to decide whether the minor



is in serious and immediate danger of harm. If the therapist feels that the minor is in such danger, the therapist will communicate this information to you.

Medical History

Parents are required to disclose the complete medical history, medications or any adverse health condition.

Code of Conduct

Parents are required to not engage in any behaviour which is insensitive. Racial and non- inclusive remarks will not be tolerated at the place of work or activity.

Media disclosures

Video recordings and photographs constitute **personal data** of the child and are handled by Thinking C.A.P.S. in accordance with applicable Indian data protection and privacy laws, including the Digital Personal Data Protection Act, 2023.

Such media may be shared by Thinking C.A.P.S. **only** with the child's parent(s), legal guardian(s), or authorised helpers associated with the studio, and strictly for the purposes of communication, explanation, documentation, or guided practice to be carried out at home with a parent or primary caregiver.

The **sharing, forwarding, copying, uploading, publishing, or distribution** of any media files—including photographs, videos, or recordings—by parents, guardians, or accompanying adults with **other parents, third parties, or external professionals is strictly prohibited**, in any form or through any platform, unless **prior written consent** is obtained from Thinking C.A.P.S.

Thinking C.A.P.S. may use such media for internal documentation, communication, training, or authorised outreach purposes (including secure digital folders or official websites) **only where valid consent has been obtained** and appropriate safeguards are in place to protect the child's privacy and confidentiality.

Any unauthorised use or disclosure of media may be treated as a breach of policy and may result in appropriate action in accordance with organisational guidelines and applicable law.

Indemnity

Parent/s shall indemnify Thinking C.A.P.S. from and against all claims, liabilities, damages, costs and attorneys' fees arising from a parent's and family member's actions in any activity, any negligent or intentional acts by parent and/or family member, or any misrepresentation by, or breach by parent of, any warranty, covenant or agreement made by a parent with Thinking C.A.P.S.

Severability

The parent understands and acknowledges that it is the parent's intent that this Agreement shall be interpreted as broadly for the protection of the Institute as permitted by law. In the event that any provision or portion of this consent and terms form shall be declared invalid or unenforceable for



any reason by a court of competent jurisdiction, such provision or portion shall be considered separate and apart from the remainder of these consent and terms, which shall remain in full force and effect.

Child/Adolescent Patient

By signing below, you agree that you have read and understood the policies described above. If you have any questions as you progress with therapy, you can ask the therapist at any time.

Minor's Signature* _____

Date _____



Parent/Guardian of Minor Patient: Please write your initials after each line and sign below, indicating your agreement to respect your child's privacy:

I will refrain from requesting detailed information about individual therapy sessions with my child. I understand that I will be provided with periodic updates about general progress, and/or may be asked to participate in therapy sessions as needed. _____

Although I may have the legal right to request written records/session notes since my child is a minor, I agree NOT to request these records in order to respect the confidentiality of my child's/adolescent's treatment. _____

I understand that I will be informed about situations that could endanger my child. I know this decision to breach confidentiality in these circumstances is up to the therapist's / educator's professional judgment, unless otherwise noted above. _____

During therapy if accidents occur due to use of props or activities the therapist is not liable to be sued for damages or negligence. _____

I, the parent/guardian of the minor named above, acknowledge that I have read, understood, and agree to the organisation's *Privacy Policy* and *Terms & Conditions* available on the official website. _____

I understand that these documents explain how my child's information is collected, used, stored, and protected, as well as the rules governing access to and use of the organisation's services. _____

I confirm that I have had the opportunity to ask questions regarding these policies, and I understand that the organisation may update these policies from time to time. I agree that continued participation in the organisation's services constitutes acceptance of any updated versions. _____

Emergency Contact Details

Has to be an adult above 18 years of age. Has to be someone who lives in proximity to the client and not in a different city. It needs to be someone who the client is comfortable with.

Name:

Contact Number:

Relationship with the client:

Parent/Guardian Signature _____

Date _____