PART TWO

BCMA CODE OF CONDUCT - 2005

A RELATIONSHIPS

A.1. RELATIONSHIPS WITH CLIENTS

A.1.1 GENERAL

A.1.1.1 You are free to choose whom you accept as a client. Having accepted a client you develop a relationship of trust with him/her. When a client consults you, his/her needs come first. You must never abuse that relationship.

A.1.1.2 Once you have accepted somebody as your client, you have a duty to provide him/her with an appropriate treatment or, if necessary, referral while he/she is under your care.

A.1.1.3. Members' obligations to their patients are usually governed by the contractual relationship between them. There may be certain circumstances where there is no contractual relationship, e.g. in an emergency, but nonetheless members owe their patients a duty to act with reasonable care in accordance with the standards of professional skill expected of a member.

A.1.1.4. If you have good reason (possibly including the safeguarding of your own well-being) to terminate a series of treatments before their completion, where the client is requesting further sessions, you should negotiate this in person with the client, and where appropriate arrange for the care of the client to be assumed by another practitioner or other health professional.

A.1.1.5. The client under your care will rightly expect you, within reasonable limits, to make yourself available to them. You should ensure that your clients have clear information about your practice arrangements and how to communicate with them. Communication skills, underpinned by professional attitudes are essential to your competence as a practitioner. Where communication fails, good practice often fails. (It must be stressed, that one of the major faults with professionals of all kinds is a breakdown in communication and you must be aware of the possibility of disciplinary proceedings, where normally the burden may fall upon you to establish whether you have properly expressed yourself and communicated with the client. Therefore you should take special care in this area).

A.1.1.6 The relationship of a member of the Association and his/her patient is that of a professional with a client. The patient puts complete trust in a member's integrity and it is the duty of members not to abuse this trust in any way. Proper moral conduct must always be paramount in members' relations with patients

A.1.1.7 The client can expect to find you sensitive, caring, understanding and non-judgemental. They should have your undivided and uninterrupted attention, and should know that you are making sufficient time available in which to deal properly with their needs. If you consider that the client is making unreasonable demands, you should explain politely that you have to balance the needs of more than one client and divide your time fairly between them. You should however be most courteous throughout.

A.1.1.8 Members must take care when explaining the procedures and treatment which they propose to administer, and should recognise the client's right to refuse treatment or ignore advice. Treatment of a client is legally permitted only with his or her express or implied consent; the law regards an assault as the touching of one person by another without the

former's consent. It is unacceptable to solicit a client by any means to accept treatment when he or she has not specifically requested it.

A.1.1.9 You must ensure that what you and your client discuss with each other is heard and understood accurately on both sides. This may well be difficult in certain cases, but ultimately it is up to you. In deciding what information to give, you should use non-technical language, encouraging the client to ask questions and play a full part in the decision that has to be taken. If you feel after this that there is still doubt as to what the client understands, it is advisable to record this in the case notes. It is your prerogative to decide not to progress with a treatment if you are concerned about this possible lack of understanding.

A.1.1.10 For the purposes of 'medical treatment' the consent of a minor who is 16 to 18 years of age is effective in the absence of the consent of the parent or guardian by virtue of section 8 of the Family Law Act 1969. However, members should note that it is by no means certain that this extends to the therapies represented by the Association, and therefore they should obtain the consent of the parent or guardian of all clients under the age of 18 whenever this is possible. When the consent of the parent or guardian cannot be obtained, members are warned that they may, in legal terms, be committing an assault on the patient, if they continue or commence treatment.

A.1.1.11 Members should ensure that they themselves are medically, physically, and psychologically fit to practice.

A.1.1.12 All members must be adequately insured to practice. Normally this will be through their therapy association or with a specialist insurance company. Private insurance is permitted, and if adopted, practitioners must provide evidence of this to the Association. The insurance policy must state provision for public and employee (if personnel are employed) liability and indemnity as well as the provision for professional treatments.

A.1.2 Professional Practice

A.1.2.1 All members shall ensure that their working conditions are suitable for the practice of their therapy.

A.1.2.2 Members must take care to see that their practices are managed with due diligence. (Due diligence is the level of judgment, care, prudence, determination, and activity that a person would reasonably be expected to do under particular circumstances.) In particular, delegation of professional duties should be made only in favour of those qualified to accept them.

A.1.2.3 You should never allow a treatment to be prejudiced by your views about a client's gender, ethnicity, disability, culture, beliefs, sexuality, lifestyle, age, social status or language difficulty. Your own beliefs and attitude must not come before the overriding interest of the client consulting you.

A.1.2.4 Members have an implicit duty, within the law, to keep all information concerning, and views formed about, patients entirely confidential between the member and the patient concerned. This same level of confidence must be maintained by assistants and receptionists when these are employed. Even the fact of a patient's attendance at a member's practice should be considered confidential, and should not be disclosed to a third party without the patient's consent, including disclosure to their GP, unless it is a matter of life and death, or the law requires the information to be divulged. When in doubt concerning matters that have legal implications a member would be wise to consult the Executive

Committee. In particular members must ensure that they comply with applicable Data Protection legislation.

A.1.2.5 Members must ensure that they keep accurate, clear and comprehensive records of the treatment they administer to patients. It is important that this information can be easily understood as these are legal documents and may have to be produced in the case of any dispute.

A.1.2.6 In any case where you discover that the client is suffering from a condition which is outside your scope of practice, you must provide the client with details of another practitioner or other competent health professional and, with the client's consent, you should make available to such a person all relevant information.

A.1.2.7 Practitioners working alone in their own homes or other premises should be aware of the need for caution, particularly when they are seeing a client they have not met before. It may be necessary sometimes to take sensible precautions, such as asking another person to be on the premises during a first session.

A.1.2.8 Practitioners do not take up physical contact with the genitalia except in very rare circumstances. If in exceptional circumstances the client agrees, after discussion, that the practitioner should do so for good clinical reasons, then the practitioner must suggest a chaperone It is recommended a specific consent form be signed. This should be carefully recorded in the case notes.

A.1.2.9 There is always the possibility that some clients may experience <u>any</u> contact as invasive and intimate. You are therefore advised to ensure that before taking up any contact on your client's body you have explained fully what you wish to do, and have obtained full consent.

A.1.3. YOUR CONTRACT WITH THE CLIENT

A.1.3.1 Whilst you may not have a document in writing, by agreeing to see the client, you are entering into a legally binding contractual relationship[1] with your client, the terms of which must be understood and accepted by both you and the client. It is your duty to ensure, during and after consultation, that the client understands what you can and cannot offer. Your side of the contract is to take reasonable care and use your professional knowledge and skill to advise or treat clients.

A.1.3.2 You must also ensure that anyone assisting you at your place of work is competent, bears their responsibilities, and is properly trained and supervised where necessary. You must not enter into any business relationship to provide care with anyone who is not a practitioner and does not carry professional indemnity insurance to cover him.

A.1.4. BOUNDARIES IN CLIENT RELATIONS

A.1.4.1 Clients may become your friends; you may find yourself called upon to treat professionally someone who is already a friend. There is no harm in this provided you keep a clear line, understood on both sides, between the social and the professional relationship. At no time must a past, present or anticipated personal relationship interfere with the impartial professional position you must maintain as a practitioner.

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[1] A contractual relationship describes a relationship bound by an agreement or contract. It may range from a verbal agreement to a signed statement on a consultation form or a signed formal contract, which sets out in detail the services to be provided, and under what circumstances.

A.1.4.2 Serious difficulties will occur if you abuse your professional position to pursue an emotional (in a personal sense) or sexual relationship with a client or their close relative: this is bound to disturb the crucial relationship between practitioner and client. It is your professional duty not only to avoid putting yourself in such a position, but also to avoid any form of behaviour, which might be misconstrued in this way.

A.1.4.3 You must be on your guard against inappropriately crossing the boundaries between your role as a practitioner and some other role. It is not possible to list every eventuality but you should develop an awareness of areas in which these problems may arise and act appropriately.

A.1.5 UNDUE INFLUENCE ON CLIENTS

A.1.5.1 Undue influence is a concept recognised by law where one in a potentially superior position by way of age, status or profession, could influence a more vulnerable person. You, as a practitioner, meet clients, who are thereby vulnerable and open to persuasive influences from you. You cannot exploit that position to your advantage as this would lead to a breach of trust.
Examples include:

- Pressurising clients to continue to have treatments
- Subjecting clients to treatment that is unnecessary, or not in their best interests.
- Prolonging treatment beyond that which is appropriate
- Deliberately withholding necessary treatment or referral to an expert
- Imposing one's beliefs on a client
- Soliciting a client to give or lend you money or other benefits
- Charging unreasonable fees or withholding information about fees and associated costs until they have been incurred
- Putting pressure on a client to purchase a product which will bring to you financial reward

A.2 RELATIONSHIPS WITH COLLEAGUES AND OTHER HEALTH PROFESSIONALS

A.2.1 You should work in cooperation with other practitioners and health care professionals to obtain the best result for each individual client and ensure that any other professional you delegate to complies with your requirements.

A.2.2 You must refer clients to another practitioner where necessary, ensuring that the person to whom you have referred them is competent to carry out the treatment involved. When referring a client or when a client is transferred to another therapy you must provide the other practitioner with the relevant information about the client, ensuring that you have first obtained the client's consent.

A.2.3 If something comes to light during a treatment, which you believe it is in the interests of the client's health for the G.P. to know, you should advise your client to consult his G.P. or ask the client's consent to inform the G.P. If in doubt, seek advice from the BCMA.

A.2.4 You may comment on the ability of your professional colleagues when providing a reference or in other circumstances, provided that your comments are honest and sustainable. Similarly, you may use professional journals to advocate your way of doing things, so long as you avoid criticism of named colleagues and do not claim superiority for yourself.

A.2.5 However, if you believe a colleague's conduct, health or professional performance poses a threat to clients, you have a number of responsibilities. First, you should find out the facts, then, if appropriate, you must take action designed to protect clients. If necessary, you should, in confidence inform an employer, the BCMA, or somebody else in authority. Any such comment must be honest and sustainable. If in doubt, take advice from an experienced colleague before doing anything.

A.2.6 A practitioner shall not undertake the treatment of a client known to be under the care of a fellow practitioner without the consent of that practitioner, except in an emergency or if satisfied that the former practitioner has been duly informed of the transfer.

A.2.7 If a client chooses for personal reasons to transfer to another practitioner or member without the knowledge or recommendation of the original practitioner or member, it would be advisable as a matter of courtesy for the transferee practitioner or member to inform the original practitioner or member before making any further arrangements, so that any relevant information may be exchanged.

A.2.8 No matter how justified a member may feel in holding critical views of a colleague's or other practitioner's competence or behaviour, it is unprofessional and would be considered unethical that he or she should communicate such an opinion to a third party.

A.2.9 If any dispute arises between members regarding their professional practice, the matter should be referred to the Executive Committee. If a satisfactory outcome is not reached swiftly the Executive Committee may refer to the BCMA for final arbitration. If they were unable to adjudge the matter to the satisfaction of both parties, then the most likely outcome would be that both parties would be considered at fault and that only a civil action could resolve it.

A.2.10 Members must not countermand instructions or prescriptions given by a doctor.

A.2.11 Members must not advise a particular course of medical treatment, such as to undergo an operation or to take specific drugs. It must be left to the client to make his own decision in the light of medical advice.

A.2.12 Members must never give a medical diagnosis to a client in any circumstances; this is the responsibility of a registered medical practitioner. However, many members have a 'gift' of diagnosis and of discovering dysfunctions in the physical, emotional, mental and spiritual aspects. In this case the member may make a mention of any believed disorder which he may discover, and advise the client to see the doctor for a medical diagnosis and record this action.

A.2.1.3 Where acting as an assistant or locum, a practitioner may not procure for the benefit of another practice any client of the principal's practice, neither for the duration nor within six months of the termination of the agreement, without the written consent of the principal.

B CONSENT

NEED FOR INFORMED CONSENT

B.1.1. Before instituting any treatment, you should ensure that informed consent to such treatment has been given. Failure to obtain informed consent could lead to civil proceedings and complaints to the BCMA against you.

B.2 MEANING OF INFORMED CONSENT

B.2.1. Informed Consent means consent that is given by a person who has been supplied with all the necessary relevant information about the treatment.

B.2.2. The person by whom the treatment is sought must possess the necessary intellectual capacity to give such consent. (You are referred to the sections B3 and B4 relating to children and those lacking intellectual capacity.) A person in the normal course of events has the intellectual capacity to give consent if he is able to:

- Understand in simple language what the treatment is, its purposes and why it is being proposed.
- Understand its principal benefits, possible consequences and alternatives.
- Retain the information for long enough to make an effective decision.
- Make a free choice.

B.2.3. A person will have legal capacity to give consent to a treatment if that person is within the age of the relevant law for giving such consent. As noted in section B5 below, the relevant age for the giving of such consent does differ and therefore it is up to you to ensure that you are aware of the particular law pertaining to the country you are in

B.3 CHILDREN AND THOSE WITH A DISABILITY

GENERAL

B3.1 If a parent or guardian is present during a treatment then consent is implicit.

B.3.2 You must bear in mind that a child has a right to participate at any age in decisions about his or her treatment. Part of the therapist's skill should be in knowing when a child is consenting to treatment or any aspect of a treatment. If this consent is not forthcoming, then you should not proceed with that treatment.

B.3.3 On parental consent, because of the practical difficulties involved in determining how the relevant law applies in any particular case, you are advised to act as follows:

B.3.4 If the client is under the age of 16, you are advised not to carry out a treatment unless you are satisfied that the client's parents or other legal guardian have given their consent. Whilst the terms of the consent can be subject to circumstances, in the event that the parent or guardian is not present at the treatment, you are warned that there could be serious repercussions if it is later established that such consent did not exist. If for some reason the parent or guardian is not present, the consent should be obtained in writing for the particular treatment. A practitioner could find himself facing disciplinary proceedings if a complaint is made and it is established that no such consent was ever given.

B.3.5 There might be extremely rare circumstances where you believed that you should treat a child under the age of 16 without parental consent. If this situation arose you should on no account treat the child without seeking advice from the BCMA and/or a solicitor.

B.3.6 It will be noted that you are committed to being able to demonstrate in your particular treatment or care of a child that you will safeguard the child from harm and have a positive and safe environment for the child or children concerned. You must bear in mind the following:

- Recognise when the child might be at risk or harm from any circumstance, either connected with your treatment or otherwise.
- That the need may arise for working with and referring to other agencies.
- Confidentiality and when it may be necessary to break it.
- Record keeping.

B.4 CLIENTS OVER THE AGE OF 16 WHO DO NOT HAVE INTELLECTUAL CAPACITY

B.4.1 Where a client is over 16 and does not have the intellectual capacity to give informed consent (see paragraph B.2.2), then before carrying out any treatment you should obtain the consent of the parent, guardian or other person with the care of the client. If in doubt you should seek advice from the BCMA.

B.5 CLIENTS OVER THE AGE OF 16 BUT UNDER 18 WHO DO HAVE INTELLECTUAL CAPACITY

B.5.1 In the case of clients over the age of 16 but below the age of 18 who do have intellectual capacity, you are advised not to carry out any treatment unless you are satisfied that:

- The client has been given sufficient and relevant information allowing the form of consent to be given.
- The client has given informed consent
- The client is actually not below the age of 16 – in other words check from the date of birth.
- Generally it is safer, if possible, to obtain the informed consent of the parent or guardian but this is not mandatory. It is a matter of your informed or considered opinion that you must note on your records in any event.

(You should note that the age of consent is different in different parts of the United Kingdom. You must therefore ensure that you are aware of the law relating to the area. Consent to the treatment of a person over the age of 16, but under the age of 18 may be given by the client or the client's parent or other legal guardian. All of these people have an equal right to give consent but it is not necessary to obtain consent from more than one of them. In the event of a conflict between a client and the parent or guardian or between parents, you should seek legal advice).

C CLIENTS' RECORDS AND CONFIDENTIALITY

C.1 GENERAL RULE OF CONFIDENTIALITY

C.1.1. Confidentiality underpins your relationship with your clients.

C.1.2. You should keep to yourself any personal information you learn or record and the opinions you form in the course of your professional work. This duty extends to your staff.

C.1.3. You must ensure that confidential information which you are responsible for is securely protected and that you store it or dispose of it when no longer required. You must keep any records on any clients properly secured to protect them as well as possible against any theft, fire or any other disaster, and to ensure that if such an event should occur they are covered by insurance.

C.1.4. When you decide to disclose confidential information you must be prepared to explain and justify your decision.

C.1.5. You may need to allow your Inspector of Taxes to see your practice financial records but to protect the client's confidentiality in such circumstances, financial information should be kept separate from clinical notes.

C.1.5. Subject to the matters set out below, you shall not disclose to a third party any information about a client, including the identity of the client, either during or after the lifetime of the client, without the consent of the client or the client's legal representative. You are responsible for taking all reasonable steps to ensure that this general principle is adhered to by any employee or agent, and any information relating to the client is protected from improper use when it is received, stored, transmitted or disposed of. If in doubt, you should take legal advice on the question of disclosure of any information.

C.2 EXCEPTIONS TO THE GENERAL RULES OF CONFIDENTIALITY

C.2.1. Exceptions to the rules of confidentiality are that you may disclose to a third party information relating to the client:

- If the client has requested this.
- If you believe it to be in the client's interest to disclose information to another health professional and the client has given his consent.
- If you believe that disclosure to someone other than a health professional is essential for the sake of the client's health and the client has given his consent.
- If disclosure is required by Statute i.e. an Act of Parliament This will be concerned with issues such as Drug Trafficking and Terrorism.
- If you have been directed to disclose information by any official having a legal power ordering disclosure. These are officers appointed by Act of Parliament (Serious Fraud Office or Inland Revenue) or a court which can summons you as a witness. In all these cases written evidence of their powers to request the information should be provided.
- If upon seeking advice from the BCMA or consulting your solicitor you have been advised that disclosure should be made in the public interest.
- If there is risk of harm to self or others.
- If, following an ethical process of decision making and acting in good faith, you decide that disclosure is for the greater good and is more important than privacy of the individual.
- In each case, where disclosure is considered appropriate you shall:
- Inform the client before disclosure takes place unless it is advisable, or legally required, not to do so.
- So far as is reasonably practical, make clear to the client the extent of the information to be disclosed, the reason for the disclosure and the likely consequence of disclosure where to do so is appropriate.

- Disclose any such information as is relevant.
- Ensure as far as possible that the person to whom disclosure is made undertakes to hold information on the same terms as those to which you are subject.
- Record in writing the reasons for such disclosure clearly on any record for future use.

You are strongly advised to consult a solicitor if you are placed in a situation where the appropriate legal, ethical or moral path is not immediately apparent.

C.3 CONTENTS OF RECORDS

C.3.1. You must keep accurate, comprehensive, easily understood, contemporaneous signed and dated case notes including the following details:

- The person's details: names, address, date of birth, telephone numbers
- G.P.'s details if the client agrees
- Any problems and symptoms reported by the client
- Relevant medical and family history
- The information or advice you give on the initial and any further treatment
- The decisions made by you
- Treatment you gave and any observations

C.4 OWNERSHIP OF AND RESPONSIBILITY FOR RECORDS AS BETWEEN THERAPISTS

C.4.1. Where you work together with other therapists in any capacity, in the same practice or premises, whether as employer or employee or otherwise, you are advised to enter into a specific written agreement as to ownership of, and hence, responsibility for the records of clients whom you treat in that practice or those premises.

C.4.2. In the absence of any legal rule or such specific agreement as is mentioned immediately above to the contrary, clients' records, correspondence and other records of a similar nature, shall be deemed for the purposes of the provisions of this Code to be the property and responsibility of the therapist (if any) to whom the practice belongs. Ultimately however, it is for the client to choose if he or she wishes the records to be transferred elsewhere to another therapist and those records must be in their original form and forwarded immediately subject to the payment of any reasonable administrative charges subject to the limitations of current statutory policy.

C.4.3. In the case of a therapist working with other therapists, where there is any possibility of doubt on the part of a client, you have a responsibility for ensuring that each client has written confirmation of the name and status of the person who is responsible for the client's day to day care, supervising the client's overall treatment, responsibility for records and the person to approach in the event of any problem with any treatment.

C.5 RETENTION OF CLIENTS' RECORDS

C.5.1. Such records shall be retained in your custody for a period of 7 years from the date of the last visit the client made, except in the case of clients under the age of 21

C.5.2. Where records should be so retained until the client reaches the age of 21 plus 7 years. In the event of the client suffering from a mental or physical disability, so as to preclude the client from being able to make his own decisions, the records should be kept for a period of at least 15 years and thereafter you should take legal guidance on the retention of such notes in particular circumstances.

C.5.3. You should make prior arrangements that on the closure of a practice for whatever reason, including death, the records of the clients should be deposited for safe keeping, for

not less than the period stated above, and notification of the deposit shall be given to the BCMA and inserted as an advert in a newspaper circulated in the district in which the practice is located. Such records will be released from safe deposit upon instruction or a written authority of the client to whom they relate or such client's legal representative.

C.6 DISPOSAL OF RECORDS

C.6.1. Destruction of records must be done securely, usually by shredding.

C.7 ACCESS TO RECORDS BY CLIENTS

C.7.1. The Data Protection Act 1998 gives clients the right of access to information held in their health care records by professionals such as you. This right extends also to people appointed on behalf of a client, and to the representatives of any deceased clients. The Act sets out the method of disclosure and your right to object, particularly if you feel this would not be in the client's best interest. If necessary, you should seek advice, from your own solicitor, before disclosing records.

C.7.2. Subject to the last paragraph, and if so requested by a client in writing, you shall make available to the client, without delay, copies of any records or comments in accordance with the statutory provisions. Where you release original records for any reason to a client, for a purpose other than the transmission to another health professional, you are advised to obtain from the client an undertaking for their return, and to keep a copy for yourself. You are entitled to charge a reasonable administrative charge or fee in respect of such disclosure up to the current amount under the Data Protection Act 1998.

C.7.3. Any clinical records you keep on computer are subject to the provision of the Data Protection Act 1998 under which you may be required to "notify" the Information Commissioners office. To establish whether or not you are required to do so visit ***www.informationcommissioner.gov.uk/eventual.aspx?id=2662***)

People whose clinical records are kept on computer have the right to inspect them.

C.8 PROVISION OF INFORMATION CONTAINED IN HEALTH RECORDS TO LEGAL BODIES

C.8.1. If you are required or requested to give evidence or information to a Court or other Tribunal you should do so with care. Whatever evidence is given you must be independent or impartial.

D.1 NO MEMBER MAY ADVERTISE, ALLOW HIS OR HER NAME TO BE ADVERTISED IN ANY WAY, OR BE INVOLVED IN ANY PUBLICITY, EXCEPT IN THE FORM LAID DOWN BY THE ASSOCIATION

D.1.1. Members are permitted to advertise providing that the advertisements do not make claims to cure any condition or illness.

D.1.2. Members are permitted to show the Association logo in an advertisement or on their headed notepaper, but it must not be used to advertise courses, which would give the impression that the member was acting as a representative of, or under the direction of the Association. Schools may use the **BCMA** logo, whilst they hold current affiliated or accredited status.

D.1.3. Door plates, signs etc, must not be considered a form of advertisement for the member and therefore must not appear to be such. Nothing more than the normal professional plate customary in the member's area of practice is permitted.

D.1.4(a) Letter headings, business cards and other stationery used in 'private practice' must be in a strictly professional style and may show only the business or company name if used, member's names, designated letters **BCMA,** contact details and if desired Natural Health Practitioner, Sports Practitioner, or other title such as Aromatherapist or Reflexologist, provided this is accurate and not protected by statute. No deviation from this is allowed.

D.1.4(b) Members are reminded that whether or not they practise under a business name, it is a legal requirement that all partners' names must be included on all business stationery and at the premises of the practice. Special rules apply to partnerships of more than 20 persons. Changes in partnerships should be noted as soon as they occur. Members involved in any such business should make themselves aware of the legal procedures relating to the running of same.

D.1.5. Members are advised to consult the Association before participating in any form of publicity in the press, on television or radio because:

D.1.6(a) There may be difficulties that can be avoided only by means of expert advice. When asked for comment by a newspaper, especially a national newspaper, members should realise that they have little or no control over the published form and content, nor is there any certainty that they will be quoted in full, or in the context they intend. Similar dangers exist in edited television or radio programmes.

D.1.6(b) If not properly informed on the subject matter a contributor could be responsible for the publication of incorrect information and thus be the cause of misleading information reaching the public.

D.1.6(c) The Executive Committee and every member must take all steps to ensure that publicity originating from them is seemly and proper and does not in any way damage the public image of their profession or the Association's interests.

D.1.7. The circulation of literature intended to educate and inform the public about the work of the member, the scope of his or her services etc, is perfectly acceptable.

D.1.8. Any reference to an individual member must be confined to his or her name, designated letters, **BCMA** contact details

D.1.9. The literature offered should be of a strictly professional style and format.

D.1.10. The literature should be distributed to members of the public only at their express wish, e.g. leaflets may be made available at exhibitions or seminars or in the reception area of the practice or posted at the request of an interested individual.

D.1.11 The use of such literature in mail shots or mass leafleting is not permitted. Included in this form of advertising would be 'telephone sales'.

D.1.12 Members may publish books, pamphlets and articles of an informative nature about the therapies and other subjects relevant to them. Such publications must, however, be of scientific or educational value and must avoid matters that might be considered to be in the nature of personal advertising and should be limited to the author's name, address, credentials and profession.

D.1.13 Members are allowed to produce and market products like Aromatherapy oils, provided that they are fully insured to do so and that the appropriate procedures are followed.

E. MEMBERS ARE PERMITTED TO ENGAGE IN THE TEACHING OF ANY THERAPY IN WHICH THEY ARE QUALIFIED (AS RECOGNISED BY THE ASSOCIATION), PROVIDED THAT:

E.1 Teaching is in the form of a workshop only.

E.2 No certification is issued other than a certificate of attendance.

E.3 If a member wishes to teach a formal course leading to a certificate of proficiency or a diploma, such courses must first be approved by the Executive Committee, and conform to the requirements laid down for affiliated training establishments.

F. MEMBERS OF THE BCMA MAY BELONG TO OTHER ORGANISATIONS OR ASSOCIATIONS PROVIDED THAT THEY ACCEPT THEIR DUAL MEMBERSHIP DOES NOT GIVE THEM IMMUNITY FROM THIS CODE OF ETHICS.

F.1 Equal Opportunities Policy

F.1 This policy applies to the Association's members, its Honorary Officers and staff.

All references to the workplace are taken to mean workplace of:

i) The Association
ii) A Training Establishment
iii) The member - in this case it includes all places in which the Physical Therapies are practised

F.2 The BCMA is committed to a positive and pro-active approach to equal opportunities, which encourages, supports and values diversity. To this end it will fulfil its legal obligations under all relevant legislation whether current or introduced at a future date.

F.3 The Association requires all members to whom this policy applies to behave in a non-discriminatory manner and expects their full support in changing institutional practices that deny or limit equality. All members have a duty whether or not contractual to comply with this policy statement and any breach of this will be regarded as serious misconduct and will be dealt with accordingly

PART 3

G COMPLAINTS AND STATUTORY REQUIREMENTS

G.1 ACTION TO BE TAKEN

G.1.1. You may be an excellent practitioner, but inevitably, from time to time, things may go wrong. You must act promptly and appropriately if you become aware of any error on your part or if a client complains of any aspect of your professional practice. In this event, you are advised to promptly inform and seek guidance from your insurers or legal adviser first before consulting your client, but you must act promptly. You are also advised to seek advice and guidance from the BCMA.

G.1.2. You must ensure that clients have clear information as to how to make a complaint. When handling a complaint, you must act promptly and constructively, putting the interests of clients first and cooperating fully with any external investigation.

G.1.3. If someone complains about your apparent failure in care they are entitled to a proper investigation and an explanation as to what has happened. You should take the initiative when putting things right. Because questions of compensation may arise, you should ensure that any apology is only given with the consent of your insurer. Any such apology should assure the client that you have taken full steps to prevent a recurrence.

H.1 DUTY OF CARE

H.1.2. Even if you have not charged a fee or do not believe that you entered into a contractual relationship, if you offer to treat a client, you owe what is called in law a duty of care to that client. Accordingly, a client suffering injury or loss because you have not used reasonable skill and care in accordance with your profession and the norms for all practitioners may result in a case against you for damages for negligence in the Civil Courts. In such a case the Court will not only judge whether the standard of care was reasonable, but whether the damage suffered was a direct result of a breach of your duty of care. You should therefore always maintain high professional standards to minimise any risk.

H.1.3. Errors of judgement or wrong decisions do not necessarily amount to negligence. The finding of the Court or Tribunal will depend on, whether, on the balance of probability, the care you provided was reasonable. It therefore follows that you will minimise any risk if you:

- Maintain your professional standards.
- Keep abreast of developments in Complementary Care and general health issues.
- Stay within the limits of your personal and professional competence.

I.1. LEGAL LIMITATIONS ON WHAT YOU CAN DO

I.1.2. The law prohibits you from doing a number of specific things. Whilst this is not an exhaustive list, they include:

- Advertising treatments to cure cancer and carrying them out. But this does not preclude the palliative care of those suffering from this disease.

- Advertising yourself using a title protected by Statute, unless you are qualified to use said title.
- Diagnosing or performing tests on animals in any way, or giving advice following diagnosis by a registered veterinary surgeon where you countermand their instructions, unless you are yourself a registered veterinary surgeon.
- Attending women in childbirth, or attending for treatment for ten days thereafter without the jurisdiction and knowledge of the attending midwife,unless you hold an appropriate qualification in midwifery.
- Treating venereal disease as defined in the 1917 Venereal Diseases Act unless you are a medical practitioner.
- Using manipulation or vigorous massage unless you possess an appropriate qualification to do so.
- Prescribing remedies, herbs, supplements, oils etc unless your training qualifies you to do so.
- Signing certificates which require the signature of a registered medical practitioner.

J.1 NOTIFIABLE DISEASES

J.1.1. It is a statutory requirement that certain infectious diseases are notified to the Medical Officer of Health of the district in which your client resides or in which he is living when the disease is diagnosed. The person responsible for so notifying is the G.P in charge of the case. If therefore, you suspect that you have discovered a notifiable disease, which clinically is identifiable as such, you should insist that a doctor is called in. Each Local Authority decides which diseases shall be notified in its area. There may be therefore local variations. The list includes:

- Acute encephalitis
- Acute meningitis
- Anthrax
- Acute poliomyelitis
- Cholera
- Diphtheria
- Dysentery
- Food poisoning
- Leprosy
- Infective jaundice
- Malaria
- Leptospirosis
- Measles
- Ophthalmia neopatorum
- Paratyphoid fever
- Plague
- Relapsing fever
- Scarlet fever
- Tetanus
- Tuberculosis
- Typhoid fever
- Whooping cough
- Yellow fever

PART 4

K.1. BREACH OF THE ETHICAL CODE RENDERS MEMBERS LIABLE TO DISCIPLINARY ACTION WITH SUBSEQUENT LOSS OF MEMBERSHIP, PRIVILEGES AND BENEFITS OF THE ASSOCIATION

K.1.1. Members may be assured that all professional complaints and allegations, written or verbal, made against them, will receive an initial careful examination by the Executive Committee. The Executive Committee acts impartially and its decisions depend solely on the facts and circumstances of each case. If it is deemed by the Executive Committee that there is a case to hear, then a Disciplinary Committee will be formed which will have the power to make recommendations and decisions concerning, the member.

K.1.2. If any member requires advice on a professional or ethical problem he or she may consult the Executive Committee. If the Executive Committee considers that giving advice may compromise the legal position of the Association, it may refer him or her to an independent adviser.

K.1.3. Members should be aware that the Executive Committee is obliged to accept the findings of a court of law, and is not able to re-open the investigation of facts that led to a finding. The Executive Committee will consider only the seriousness of the finding and any surrounding circumstances in mitigation.

K.1.4. The Disciplinary Committee will consist of no less than 3 people. It will include a member of the Executive Committee, one registered therapist and a lay member.

K.1.5. The Disciplinary Committee can, after an initial pre-hearing discussion, choose to reject a complaint without a hearing. It can not, however, choose to find in favour of the complainant without a hearing.

L.1 Disciplinary Procedures - Breach of the Code of Ethics

L.1.2. A professional complaint or allegation made against a member will initially be considered by the Executive Committee.

L.1.3. If, upon such consideration the Executive Committee find that the complaint or allegation is of such substance or seriousness as requires further investigation, the complaint or allegation can then be referred to a Disciplinary Committee.

L.1.4. If the complaint or allegation is deemed by the Executive Committee to be of a serious nature the Executive Committee has the power to suspend the respondent's membership of the Association until such times as the matter has been fully considered by the Disciplinary Committee.

L.1.5. Other than in exceptional circumstances any complaint or allegation referred to the Disciplinary Committee, which has been made orally, shall be required to be made in writing by the complainant for the consideration of the Disciplinary Committee. If a finding of the Court of Law is to be referred to, pre-Disciplinary Committee, then documentary evidence of the findings of the court shall be obtained.

L.1.6 The Disciplinary Committee shall fix a Disciplinary Hearing to consider the complaint or allegation. The complainant shall be invited to attend the hearing to give evidence. The complainant may call witnesses to give evidence if he or she so wishes; such witnesses should normally file written statements in advance. Any witness giving evidence, other than the respondent or complainant, may not be present during the hearing other than at the time when they give evidence.

L.1.7. The respondent member should attend the hearing. The respondent shall be invited to attend the hearing to give evidence. The respondent may call witnesses to give evidence if he or she so wishes; such witnesses should normally file written statements in advance.

L.1.8. The complainant and respondent may both be legally represented and will have the opportunity to ask questions of each other and of the witnesses; subject to the power of the Disciplinary Committee to regulate the hearing in order to ensure that it is conducted fairly.

L.1.9. The membership of the Disciplinary Committee in any individual case will be notified in advance to both the complainant and the respondent. If any objection to members of the committee is taken, it shall be put in writing in advance of the hearing, to the Executive Committee.

L.1.10. If a complainant or respondent wishes to have a supporter with them throughout the hearing, they should notify the Disciplinary Committee in advance. Such a supporter would not normally speak on behalf of the party they were supporting, nor represent them without the specific consent of the Disciplinary Committee.

L.1.11. At any stage before making a final decision the Disciplinary Committee may request additional information or seek professional advice.

L.1.12. The hearing may proceed in the absence of the respondent provided the Disciplinary Committee is satisfied that the notice of the hearing has been sent to the respondent by registered post to the last address they provided to the association.

L.1.13. Having heard and considered the evidence, and any submissions made, the Disciplinary Committee shall decide whether or not the professional complaint or allegation has been proved. The Disciplinary Committee may only find the complaint or allegation proved if they are satisfied, on the balance of probabilities, that the evidence has proved the professional complaint or allegation.

L.1.14. The decision of the Disciplinary Committee may be either unanimous or by majority. All members must vote with no abstentions permitted.

L.1.15. The Disciplinary Committee may either decide to announce their decision orally at the end of the hearing, or to reserve their decision and give it in writing within 7 days. In either event the reasons for the decision will be put in writing by the Disciplinary Committee and provided to both the complainant and the respondent.

L.1.16. If the Disciplinary Committee finds against the respondent, then disciplinary action may take the following forms:

i) Written warning – this will be appropriate for minor breaches and will notify the respondent that if their standard of behaviour has not improved sufficiently, or if further breaches which are of a similar nature have occurred within a specified time scale, then a final written warning may be issued. Details of the required change in standard of behaviour will be made explicit in the written warning. The length of time for which this warning will remain on record will also be included within the letter.

ii) Final written warning – this can be given in the case of very serious breaches, or where the required improvement in an initial written warning has not been achieved, and it has been necessary to move to this stage. If a final written warning is necessary the member will be informed that if his/her conduct does not improve within a specified time, or further infringements occur he/she will have his/her membership of the Association terminated.

iii) In the case of either i) or ii) above, the Disciplinary Committee may make certain requirements as to supervision or retraining. In the event that these are not adhered to, the Disciplinary Committee may reconsider the matter.

iv) Immediate termination of membership of the Association – this will occur in cases of gross misconduct or if the required improvement has not been made following either i) ii) or iii)

L.1.17. Where a member is expelled from the Association as a result of disciplinary action, all previously awarded Association qualifications must be returned to the association acknowledging receipt of the Disciplinary Committee's decision and confirming that the contents of the letter are understood and will be abided by. The respondent's name must also be removed from the list of members in accordance with the decision. A record of the decision and removal will be maintained by the Executive committee of the association with no limit of time.

L.1.18. If the Executive Committee is, or becomes, aware of a therapist they have expelled being a member of any other professional or occupational body, then they will notify that body of the decisions made by the BCMA and the reasons for those decisions.

L.1.19. No appeal lies to the BCMA against the decision of the Disciplinary Committee. Any appeal against such a decision may only be made to the BCMA.

L.1.20. All proceedings of the Disciplinary Committee should be conducted in private. When the hearing is complete and decisions made and acknowledged, all the paperwork should be filed in a secure place and retained by the Executive Committee with no limit of time.

L.1.21. It should be noted that the Disciplinary Committee has no power to make any orders relating to costs of the Disciplinary Hearing.

L.1.22. Registered Therapists are advised to keep the Executive Committee informed of changes in their contact details.

L.1.23. Registered therapists are advised to seek appropriate support, advice and representation in the event of a complaint or concern being received about their practice by the Executive Committee.

L.1.24. A registered therapist who becomes aware of circumstances which might result in a complaint being made regarding his/her conduct can contact the Executive Committee and make a statement. The making of such a statement may be a consideration taken into account by a Disciplinary Committee when considering a case.

IN CONCLUSION:

It is finally reiterated that no document can cover all eventualities, and it is yet again emphasised that if in doubt the Executive Committee should be consulted.

CONSULT THE BRITISH COMPLEMENTARY MEDICINE ASSOCIATION FIRST