

## Practice Guideline 5 – Confidentiality

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1. Respecting the Clients' privacy and confidentiality are fundamental requirements for keeping trust and respecting Client autonomy. The professional management of confidentiality concerns the protection of personally identifiable and sensitive information from unauthorised disclosure. Disclosure may be authorised by Client consent or a court of law or similar statutory body. Any disclosures of Client confidences should be undertaken in ways that best protect the Client's trust and respect Client autonomy. When only one partner of a couple consents to the release of information, the Member may only release information relating to the consenting Client and should protect the identity and the confidentiality of all information deriving from the non-consenting Client.

2. Exceptional circumstances may prevent the Member from seeking Client consent to a breach of confidence due to the urgency and seriousness of the situation, for example, in order to stop the Client causing serious harm to self or others. In such circumstances the Member has an ethical responsibility to act in ways that balance the Client's right to confidentiality against the need to communicate with others. In the circumstances of possible danger to the Member, the service, or to others, there are particular legal and social dimensions that the Member must bear in mind. For example within the provision of the Children Act 1998, the Children (Scotland) Act 1995, the Terrorism Act 2000 and the Drug Trafficking Act 1994 (and such other legislation which may from time to time come into force), the law forbids the Member informing the Client that confidential information has been passed to the authorities. Members should expect to be ethically accountable for any breach of confidentiality to their Client and to COSRT for their management of such disclosure.

3. Breaking confidentiality with the full consent of the client does not constitute a breach of confidentiality. Client consent is the ethically preferred way of resolving any dilemmas over confidentiality. Confidential information about Clients may be shared within teams where the Client has consented or knowingly accepted a service on this basis (See [COSRT Practice Guideline 2: The Contract for Therapy, section 2](#)).

4. Informed written consent must be obtained before any information from the clinical work may be used for publication, training or research. [Practice Guideline 2: The Contract for Therapy](#); [Practice Guideline 8 Conducting Research](#).

5. Client confidentiality must be maintained in supervision. When sexual and relationship therapy, supervision and training in a group format is offered, the Member must recognise the increased difficulty in maintaining confidentiality and discuss this with potential participants.
6. If a Member is accused formally by a client of wrongful conduct, then the need for the Member to divulge information about this client is recognised. The breaking of confidentiality will be kept to a minimum in consultation with advisers. The Member will continue to have regard for the wellbeing of the client.
6. Working online raises specific issues of confidentiality ([COSRT Practice Guideline 9: Online Therapy and Supervision](#)) In particular a secure method of payment must be used.
7. The obligation to maintain confidentiality continues after the therapeutic relationship has ended.
8. Records should be kept securely for seven years or as long as required by the insurer.