### 1. Introduction

The aim of these ethical guidelines is to provide the members of the DVG with orientation for the ethical aspects of their professional activities.

They shall serve to

- describe ethical standards for the professional behaviour of gestalt therapists
- inform and protect those sections of the public who enlist the services of members of the DVG
- provide a basis for reviewing complaints.

Members of the DVG therefore have the responsibility to observe the principles laid down in these ethical guidelines and to use them as a basis for responsible implementation in their practice.

These ethics guidelines shall **apply to** all members of the DVG, i.e. all full, supporting and institutional members. The institutional members shall require their trainers, training therapists and supervisors under to observe these ethical guidelines (even if they are not members of the DVG).

## 2. COMPETENCE

Therapists have a special responsibility to further their competence by means of personal and professional development, regular supervision, further training and personal therapy. On the other hand, competence also includes recognising one's own limits and acting accordingly.

### 3. RESPONSIBILITY

Members of the DVG will endeavour to be transparent and honest and will not make any false or misleading statements, e.g. in regard to their training, co-operation with institutions, relationships with colleagues or the potential effectiveness of their services.

Members of the DVG will act on the understanding that their personal backgrounds influence their work, that they are responsible to the communities and societies in which they live and work and will take into consideration the environments from which their clients come and in which they live.

### 4. THERAPEUTIC RELATIONSHIP

(the relationship between client and therapist)

- 4.1. Irrespective of the intimacy that can arise the client-therapist relationship is and remains a professional relationship.
- 4.2. The members of the DVG will acknowledge the importance of the relationship for the effectiveness of the therapy. They will be aware of the power of the influence that is associated with the therapeutic situation and they will act in a manner that is in keeping with this awareness.
- 4.3. No subject of human behaviour or experience shall be excluded from the communication in the therapeutic or counselling relationship. However, concrete behaviour that violates the boundaries of the agreed upon form of relationship shall be excluded.
- 4.4. Physical contact that is part of the therapy will be oriented exclusively towards the well-being of the client and requires special care, which can, for example, consist in obtaining the specific consent of the client.
- 4.5. Members of the DVG will not exploit their clients to their own benefit or to satisfy their own needs either financially, sexually or emotionally.
- 4.6. Members of the DVG will not under any circumstances entertain sexual relationships with their clients. In view of the nature of the therapeutic relationship they will recognise that the termination of therapy is not automatically associated with a change in the relationship and that time is needed to separate from each other.

## 5. DIFFERING LEVELS OF RELATIONSHIP

Members of the DVG will take care not to burden therapeutic relationships by several different types of relationship (e.g. related, friendship, subordinate, superior, former relationship partners).

They will be sensitive to the fact that such contacts can impair their ability to make professional judgements.

### 6. STRUCTURING OF THE THERAPEUTIC WORKING RELATIONSHIP

#### 6.1. Clarification of the basic conditions

The basic conditions of therapy, such as financial agreements, the obligation to professional confidentiality and terminations and cancellation of sessions will be clearly discussed and agreed upon at the start of therapy.

All changes in the basic conditions will be newly negotiated. In the event that clients who are already in therapeutic treatment elsewhere request consultations the therapist will critically consider whether it is responsible to accept the client for therapy. Other forms of remuneration apart from fee payments are as a rule to be avoided.

### 6.2. Duration and termination of the therapeutic working relationship

The duration of a therapy, referrals and the termination of therapy will be discussed with the clients and where possible decided upon jointly.

Since the termination phase is an important part of the therapeutic process, the working relationship should not be ended abruptly.

DVG members will terminate a working relationship when:

- the therapeutic process is considered to have been concluded by both therapist and client;
- the therapist has reached the limits of his/her professional skill and/or capacity to cope with stress: s/he will then endeavour to find suitable professional support for the client;
- it becomes sufficiently clear that the client no longer requires it, does not profit from it, no longer wishes it and/or would be harmed if it were to continue.

### 6.3. Confidentiality

Clients' personal data and all contents of a therapy are to be treated confidentially by the therapist. This also applies to supervision and intervision; the colleagues consulted are also bound to observe confidentiality. The client's consent will be sought for electronic recordings of sessions.

In the case of written publications and lectures containing case descriptions either the clients in question will give their written consent or the examples will be disguised in such a way that the clients cannot be identified.

The duty to maintain confidentiality also remains binding after the professional relationship has been terminated.

A limitation on the duty to observe confidentiality is given in the event that a client is a danger to her-/himself and others.

## 7. DATA PROTECTION

## 7.1. Handling of files

DVG members will handle files that they open, keep, pass on or destroy with confidentiality and in accordance with the statutory requirements. DVG members will make arrangements for the event of their death, unfitness for work or of their leaving their jobs or giving up practical work, so that confidential assessment reports or other documentation remain protected.

## 7.2. Confidential information in data collection systems

The handling of confidential information in data collection systems must meet the requirements of the Data Protection Act.

Personal data must be encoded, anonymised or deleted when the purpose for which they were stored no longer exists.

## 8. ADVERTISING

8.1. Advertising will remain limited to descriptive statements on the service offered the qualifications of the person offering it.

8.2. Advertising will not contain any testimonies by witnesses, comparative claims or expressions that convey the impression that the service offered is more effective than those offered by other schools of therapy or organisations.

## 9. SOLVING ETHICAL PROBLEMS

- 9.1. DVG members will familiarise themselves with the ethical guidelines and consider how they can be applied to their work.
- 9.2. In the event that members' attention is drawn to possible conflicts between their behaviour and the guidelines they will answer to the accusations and be open to dialogue and/or argument. If necessary they will engage the support of third persons.
- 9.3. In the event that members believe that others have violated these guidelines they will consider whether to speak to the colleague in question directly or whether first to get support.
- 9.4. The Ethics and Arbitration Committee of the DVG and its members are bound to mutual cooperation.
- 9.5. The Ethics and Arbitration Committee offers the members both supportive advice on ethical issues and arbitration in concrete procedures. The members of the Ethics and Arbitration Committee are bound by a duty to observe confidentiality in accordance with the <u>procedural</u> rules of the Ethics and Arbitration Committee.

## 10. TRAINING

- 10.1. All DVG members who are responsible for training programmes in gestalt therapy will ensure full transparency of the mutual rights and duties in training structures and contracts. Contracts will be terminable by both parties DVG members responsible for training programmes will commit themselves to informing their trainees about changes in the situation regarding legislation on professional activities and the ethical guidelines.
- 10.2 Training of family members and relations within the same member institute does not comply with the Ethics Guidelines of the DVG.
- 10.3. Members of the DVG who are responsible for training programmes will take on the special, double responsibility for working with their trainees therapeutically and supportively on the one hand while on the other training the same people professionally and critically judging their competence on the other. This requires special care and alertness in dealings with the trainees
- 10.4. All behaviours of trainers toward the trainees, which result from considerations not related to the training or from personal interests (of economic, social, emotional, political, religious or sexual nature), are to be considered an abuse of power, even if requested by the trainees.
- 10.5. The confidentiality of training therapies conducted by training institutes of the DVG is protected under § 6.3 of the Ethics Guidelines; the trainees can release their training therapists from the obligation to observe confidentiality towards their trainers.
  - The contents of §§ 4, 3 and 5 and 10.2 of the Ethics Guidelines are to be guaranteed.
- 10.6. The training institutes of the DVG will place all teaching staff involved in their training and continuing training programmes and all their training therapists under an obligation to observe the Ethics Guidelines of the DVG, irrespective of whether the individual members of staff are members of the DVG.

#### 11. SUPERVISION

11.1. The contents of §§ 3, 5, 6.3, 7, 8, 9 and 10.2 and 10.3 of the Ethics Guidelines for therapy also apply to supervision.

- 11.2. DVG members will distinguish between the supervision and therapeutic settings, in order to be able to establish clear relationship structures.
- 11.3. The basic conditions of supervision, such as financial agreements, obligation to confidentiality and terminations and cancellation of sessions will be clearly discussed and agreed upon at the start of the supervision. All changes in the basic condition will be re-negotiated.

## 12. RESEARCH

When including psychotherapeutic treatments in research projects members of the DVG will reflect on the significance and effects for their clients and their own work and will be responsible

- for informing their clients about the research project,
- for obtaining [the client's] fundamental consent to participate and also to special forms of visual and acoustic participation.
- for protecting the personal rights and dignity of the client/clients.

They will check the contents, methods and objectives for professional quality, expedience and ethical justifiability.

> (Bad Honnef, May 10, 1997) (Hermannsburg, May 9, 1998)

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