



TIME2TALK CLINICAL WILL AND PROFESSIONAL SUCCESSION DECLARATION

Executed Date: DD/MM/YYYY · Review Date Due: DD/MM/YYYY

THIS DECLARATION is made on 07 October 2026 by **YOUR FULL NAME** (“the Therapist” or “Policyholder”) of **YOUR ADDRESS & POSTCODE**, and executed jointly with **Mervyn Reid** (“the Clinical Executor”) of **Executors Address & Postcode**.

1. THE PARTIES

The identities and contact details of both parties to this Declaration are set out below.

	Party 1 — Therapist	Party 2 — Clinical Executor
Full Name		Mervyn Reid
Date of Birth		DOB
Address		Address
Telephone		07976736620
Email		Mervyn@Time2TalkCounselling.org.uk
Reg. Body	BACP · 000000	BACP · 571073

2. PURPOSE AND APPOINTMENT

The Therapist hereby appoints the Clinical Executor to act on their behalf in the event of the Therapist’s death, serious incapacity, or any other circumstance that renders the Therapist unable to continue professional practice, as set out in our Agreement. This Declaration constitutes a standing instruction and authority for the Clinical Executor to act in accordance with the duties set out herein.

3. SCOPE OF AUTHORITY

The Clinical Executor is authorised to exercise the following powers and responsibilities, but only to the extent necessary to discharge their obligations under this Declaration and Agreement:

- Access all necessary client records, case notes, session recordings, and administrative files held in any format (paper or electronic) for the purpose of ensuring continuity of care.
- Notify all active clients, supervisees, waiting list, and referrers of the Therapist’s situation in a sensitive, professional, and clinically appropriate manner. Active clients are defined in our Agreement.
- Arrange suitable onward referrals or interim support for all active clients, with the aim of minimising disruption to their care.
- Manage the secure retention, transfer, or disposal of all clinical and administrative records in accordance with UK GDPR, the Data Protection Act 2018, or EU equivalency, and the guidance of the relevant professional body, profession and our agreement.



- (e) Notify relevant professional bodies (including but not limited to BACP, UKCP, or BPS), insurers, employee assistance programmes, and any other agencies with whom the Therapist is a registered provider.
- (f) Where access and funds are available, handle any outstanding invoices, fee disputes, or financial matters directly relating to the Therapist's clinical practice, and provide the Therapist's next of kin or estate with a written financial summary, including any outstanding matters that could not be handled under the scope, access or funds available.
- (g) Access the Therapist's practice management systems and scheduling tools as required to discharge the above duties. Login credentials and access instructions are held: [LOCATION — e.g. sealed envelope with solicitor/password manager accessible to executor].
- (h) This Clinical Will template is for guidance. The full Clinical Executor Agreement overrides all responsibilities, limits, and instructions.

4. SYSTEMS AND ACCESS

The Therapist shall ensure that the Clinical Executor is provided with, or directed to, all information necessary to access practice systems at the time this Declaration is executed. This includes but is not limited to: practice management software, electronic health records, email accounts, scheduling systems, and any cloud storage containing clinical material. Access details shall be maintained in a secure location known to both parties and updated whenever material changes occur.

5. CONFIDENTIALITY AND DATA PROTECTION

The Clinical Executor shall at all times maintain strict professional confidentiality in respect of all client information encountered in the course of discharging their duties. All processing of personal data shall be carried out in accordance with the Data Protection Act 2018, UK GDPR, and any applicable professional ethics guidance. Access to client records shall be limited to the minimum necessary to fulfil the purposes set out in Clause 3.

6. REIMBURSEMENT OF EXPENSES

The Therapist confirms that the Clinical Executor shall be reimbursed for all reasonable and properly evidenced expenses incurred in carrying out their duties under this Declaration. Such expenses shall be met from the Therapist's estate or practice funds. All other financial and administrative matters relating to the Therapist's estate shall be handled by the Therapist's next of kin or personal representatives.

7. DURATION AND REVIEW

This Declaration shall remain in full force and effect until formally revoked in writing by either party, or until a replacement Clinical Executor is duly appointed and this Declaration is superseded. Both parties agree to review and re-execute this Declaration on or before its Review Date as above, and annually thereafter, to ensure that all information and instructions remain accurate and current. Either party may withdraw from this arrangement by providing no less than 28 days' written notice to the other.

8. Funding Clause The Therapist agrees to include this clause within their legal Will:

"All reasonable costs incurred by my Clinical Executor in executing my clinical will shall be a priority debt of my estate. My estate executors must promptly facilitate access to funds for these purposes. This includes managing client communications, securing records, ensuring GDPR compliance, and managing/closing digital services. I acknowledge that clinical records may need to be retained for insurance, legal, and GDPR purposes for approximately 7 years after I cease practising as a



counsellor/therapist. My clinical executor will advise my estate of retention periods upon the triggering of my clinical will, in the event of my death.”

9. GOVERNING LAW

This Declaration shall be governed by and construed in accordance with the laws of Northern Ireland. Any dispute arising from this Declaration shall be subject to the exclusive jurisdiction of the courts of Northern Ireland.

EXECUTION

Both parties confirm that they have read and fully understood this Declaration, that they have had the opportunity to seek independent advice, and that they enter into it freely and with mutual consent.

*Executed on **Date**.....*

Signed by Party 1

**** *

Therapist

Date: _____

Signed by Party 2

Mervyn Reid
Clinical Executor

Date: _____

Below are examples and suggested scenarios to consider as you prepare or refine your Clinical Will, so that your clear instructions can be followed in your absence.

- Therapist details contacts, addresses, locations of records and how they can be accessed in the event of their death or incapacity. List where the passwords, keys, and access details will be securely stored until this agreement is triggered -----
- Therapist details who is authorised to trigger this agreement – for example, Clinical Supervisor, Next of Kin, Solicitor, or Emergency Contact. Supply their names and contact details -----
- Make a Clinical Will, ensure those who need to know where it is and what to do to trigger it. We ensure that your legal will (last will and testament) includes a trigger that legally recognises your Clinical Will and ensures your instructions are carried out as needed. For example:
- My Initiator: These named person(s) have been informed and accepted the role of Initiator, in the event of my incapacity or death. They will contact the named Clinical Executor and point them to, and/or give them access to, keys, records, passwords, and encryption details, all within



a protected and/or sealed envelope or similar arrangement, so that these confidential and sensitive details and permissions are only shared if/when necessary. If using a sealed envelope, you might best write the initiator's instructions on the outside so only the clinical executor gets to read the confidential and sensitive information secured within. "In the event of my incapacity/death, my initiator will contact my clinical executor and give them this information so they can follow my clinical instructions.

Example trigger insert for your legal Will.

My Clinical Executor is to be contacted promptly upon my death/incapacity.

*As a therapeutic counsellor/therapist, I nominate Mervyn Reid of Time2Talk Counselling, ***** (mobile: 07*****, email: *****@gmail.com), as my 'clinical executor' in the event of my death or serious illness, or incapacity. Please promptly share only this documented section with my named clinical executor so they can follow my clinical instructions upon my death or incapacity.*

*In either event (death/incapacity), my clinical executor will access ***** webpage using the password ***** when prompted to obtain a list of any active clients for prompt notification. OR my next of Kin ***** phone number *****, address ***** email address ***** will give them access to my locked file (location – key or combination lock *****) that contains my paper records. No one other than my named clinical executor should access these confidential and private records!*

My Clinical Executor will manage client records for ethical closure, notify clients and contacts, and liaise with relevant parties to close my practice. They are authorised to securely store client records in accordance with the UK GDPR and the Data Protection Act 2018, and to oversee their eventual destruction.

Funding Clause.

All reasonable costs incurred by my Clinical Executor in this process will be a priority debt on my estate. My estate executors must promptly facilitate access to funds for these purposes. This includes managing client communications, securing records, ensuring GDPR compliance, and managing/closing digital services. I acknowledge that clinical records may need to be retained for insurance, legal, and GDPR purposes for approximately 7 years after I stop practising as a counsellor/therapist. My clinical executor will advise my estate.

I used my remarkable tablet to record active clinical notes – this tablet and its password (*****) should be given to my clinical executor should I still be practising counselling privately around the time of my death/incapacity, as some active notes may still be held locally on it. If I had capacity for 6 months between my practice stopping and my death/incapacity, I would normally have already moved local notes to my storage website for final and secure storage. Remarkable files, aka 'client notes' or 'session notes', are encrypted and password-protected when added to the ***** website as an added safety and security protocol – to open encrypted attached session notes (if needed for GDPR requests, for example, the password for attachments is *****)

Also check out <https://www.confidenttherapist.org/clinical-will>, which also offers guidance on writing your clinical will and offers an alternative template.

REMEMBER, NEVER SHARE YOUR PASSWORDS, ACCESS, OR PERMISSIONS WITHIN YOUR PREPARATION DOCUMENTS – THESE SHOULD ONLY BE SHARED IN THE EVENT OF YOUR ACTUAL



INCAPACITY/DEATH, TRIGGERED AND SHARED BY YOUR INITIATOR, NEXT OF KIN OR OTHER APPOINTEES WHO HAVE AGREED TO INITIATE YOUR PLAN ONLY WHEN NEEDED.