

## Terms and Conditions Form

### About the Services

- 1.1 Community Counselling and Care (“**CC&C**”) employs highly skilled, qualified and registered Mental Health Clinicians to ensure you receive a premium quality counselling service at the lowest possible price (the “**Services**”)

### Acceptance of the Terms

- 1.2 You accept the Terms by signing the New Patient Information Form and/or Terms and Conditions Form, accessing the Services and/or making any payment as required under the Terms.

### New Patient Information Form

- 1.3 Prior to using the Services you acknowledge and agree that you are required to complete the New Patient Information Form which is found at the front of these Terms.

### Payment

- 1.4 You understand that the price for the Services will vary dependant on the nature of the Services being provided to you by CC&C and will be identified through the New Patient Information Form (the “**Session Fee**”). The Session Fee is determined CC&C in their sole discretion and may be varied by CC&C from time to time.
- 1.5 You may make payment for the Services (the “**Session Fee**”) by way of:
- (a) Cash Payment (exact payment only);
  - (b) PayPal Australia (“**PayPal**”); and
  - (c) Credit Card Payment.
  - (d) Debit Card Payment.

- 1.6 In using the Services or when making any payment in relation to same, you warrant that you have read, understood and agree to be bound by the PayPal terms and conditions which are available on their website.
- 1.7 CC&C may, at their sole discretion, store your credit/debit card information on ‘Health Kit’ or within CC&C records for the purposes of remotely charging for session fees in advance/during or cancellation fees incurred.
- 1.8 You agree and acknowledge that CC&C can vary the Session Fee at any time and that the varied Subscription Fee will come into effect following the conclusion of the existing Subscription Period.

### Cancellation and Refund Policy

- 1.9 CC&C will allow you to cancel or reschedule the Booking subject to you paying an appropriate Cancellation Fee calculated as follows:
- (a) where the Booking is cancelled or

rescheduled more than forty eight (48) hours prior to the agreed Session Time, you will not be required to pay any cancellation fee;

- (b) where the Booking is cancelled or rescheduled forty eight (48) hours or less but more than twenty four (24) hours prior to the agreed Session Time, you will be required to pay a cancellation fee, being 50% of the full fee identified through the New Patient Information Form (the “**Session Fee**”);
- (c) where the Booking is cancelled or rescheduled twenty four (24) hours or less prior to the agreed Session Time, you will be required to pay a cancellation fee, being 100% of the full fee identified through the New Patient Information Form (the “**Session Fee**”);

- 1.10 Other than as outlined above in respect to the cancellation or rescheduling of a Booking outlined above, CC&C will only provide you with a refund of the Session Fee in the event they are unable to continue to provide the Services, or if the manager of CC&C makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (the “**Refund**”).

- (a) Reminder texts for appointments are complementary and do not replace the responsibility of clients to remember appointments. Therefore, cancellation fees will still apply regardless of the timing and or reliability in client receiving a reminder text.

### Privacy

- 1.11 CC&C takes your privacy seriously and any information provided through your use of the Services are subject to CC&C’s Privacy Policy.

- 1.12 CC&C keeps your name and phone number/s on a secure online diary of which the providers ‘Health Kit’ and ‘Life Supports’ have access to for the purpose of booking appointments. Pursuant to the Privacy Policy, you acknowledge that CC&C will keep all information provided by you in the course of the Services private, however, CC&C may disclose this information under the following circumstances:

- (a) where it is required for the provision of the Services to you, including but limited to discussion your information with your general practitioner;
- (b) pursuant to any applicable state or federal law;
- (c) pursuant to a court order; or

- (d) where CC&C reasonably believes, under the circumstances, that you are a risk to either yourself or others.
- (e) With written authority given by yourself to share information to a particular party stated (within the “**Authority to Disclose Form**”)
- (f) Access to name and contact details by ‘Health Kit’ and ‘Life Supports’ for the purpose of servicing CC&C appointments.

number of sessions agreed to by the parties and set out in the New Patient Information Form.

- 1.20 Notwithstanding clause 9.2 above, either party may terminate this agreement by providing two weeks written notice of their intention to terminate the Terms.

**Indemnity**

- 1.21 You agree to indemnify CC&C, its affiliates, employees, contractors agents, contributors and licensors from and against any breach of the Terms.

**General Disclaimer**

- 1.13 In using the Services you understand that the Services provided by CC&C are not a care and crisis service and should not be relied on as such.
- 1.14 CC&C may, at their sole discretion, elect to terminate any Session prior to its inclusion where you:
  - (a) are physically or verbally abusive or threatening to staff or other CC&C patients; or
  - (b) are under the influence of drugs and/or alcohol.
- 1.15 Where a Session is terminated pursuant to clause 7.2 above, you acknowledge that this will be treated as a Cancellation for the purposes of clause 5 of these Terms and you may be required to pay the Gap.

**Venue and Jurisdiction**

The Services offered by CC&C is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Platform, you agree that the exclusive venue for resolving any dispute shall be in the courts of South Australia, Australia.

**Governing Law**

The Terms are governed by the laws of South Australia, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of South Australia, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

**Limitation of liability**

- 1.16 CC&C’s total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- 1.17 You expressly understand and agree that CC&C, its affiliates, employees, contractors agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

**Severance**

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

Client Name: \_\_\_\_\_

DOB: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Term of Contract**

- 1.18 The Terms will come into effect on either:
  - (a) the date of execution of the New Patient Information Form; or
  - (b) the date of the first session as set out in the New Patient Information Form;

whichever occurs first.

- 1.19 The Terms will automatically terminate on the completion of the final session pursuant to the