

Community Counselling & Care

Terms and Conditions

Introduction

- 1.1 Community Counselling and Care ("**CC&C**") employs highly skilled, qualified, and registered Mental Health Clinicians and/or Social Workers to ensure you receive a premium quality counselling service at the lowest possible price (the "**Services**"). If you are faced with any emergency between sessions, please contact the appropriate emergency service or ring 000. You acknowledge that CCC is not a 24hr crisis service.
- 1.2 You will be taken to have accepted the terms by:
- signing below;
 - checking the tickbox, where the Services are provided on an online basis; or
 - making any payment for the Services as required under the Terms.
- 1.3 By making payment for the Services or by otherwise booking the Services online, you:
- agree to be bound by these terms;
 - is authorised to use the credit or debit card to purchase the Services, where applicable;
 - represent and warrant that you are either:
 - over 18 years of age and accessing the Services for personal use; or
 - accessing the Services on behalf of someone under the age of 18 years old and consent to that person's use of the Services.

New Patient Information Form (in person)

- 1.4 For in-person appointments, 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.

Term

- 1.5 Pursuant to clause 1.3, the Term of this agreement shall be taken to commence either on:
- the date of execution of the New Patient Information Form;
 - the date of the first session as set out in the New Patient Information Form;
 - upon your provision of consent via the online checkbox agreement; or
 - as signed below
- whichever occurs first.

Client's Obligations

- 1.6 You must provide us with all documentation, information and assistance, reasonably required by CC&C to perform the Services.
- 1.7 You acknowledge that the information provided to us through any relevant forms, telehealth or phone consultations must be accurate, complete and up to date in order for CC&C to provide the Services to you (**Client's Information**).
- 1.8 You agree to attend any consultations with a practitioner that you have been assigned to (**Consultations**).

- 1.9 If you cannot attend any Consultations, you must cancel your Consultation with your assigned practitioner before your scheduled appointment in accordance with clause 1.28.
- 1.10 You agree that you will not, by receiving or requesting the Services:
- breach any applicable laws (including any applicable privacy laws); or
 - infringe the intellectual property rights or other rights of any third party or breach any duty of confidentiality.

Services

- 1.11 Details of all our Services are available on our website.
- 1.12 CC&C requires all clients to have a Consultation with a practitioner prior to the issuance or delivery of any medical or health advice, an online prescription, a medical certificate or a pathology request form, whichever is applicable.
- 1.13 We do not guarantee that an online prescription, medical certificate, pathology request form or any specific form of advice will be provided to you. The issuance of these documents is dependent on the medical symptoms, the information provided by you, and/or the opinion of your assigned practitioner.

Third Party Services

- 1.14 CC&C may use a third party booking service in conjunction with our online Consultations to allow you to make bookings for your Consultations (**Booking Service**).
- 1.15 Where any Booking Service is used, you agree to be bound by this clause and the third party terms in clauses 1.31 and 1.32.
- 1.16 For online Consultations, you acknowledge that these Consultations will take place via third party conferencing platforms which includes but is not limited to Setmore and/or Zoom (**Third Party Service**). When using a Third Party Service, you will be bound by this clause and the third party terms in clauses 1.31 and 1.32.
- 1.17 As we use Third Party Services, there may be issues in delivering the Services that are outside of our control, such as technical issues, and we cannot be held responsible for these issues.
- 1.18 CC&C does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with the use of the Third Party Services or use of our website. You should take your own precautions to ensure that the process that you employ for accessing the Third Party Service does not expose you to risk of viruses, malicious computer code or other forms of interference.
- 1.19 You acknowledge that any data retained in the course of utilising the Third Party Services is not within our control and is dependent on the Third Party Service's software applications, platforms and communication systems. CC&C will not be responsible nor liable for your use thereof, or liability related to or arising from any unauthorised retention of data, corruption of data, loss of data, discontinuance of Third Party Services or termination of your account by the Third Party Service provider.

Community Counselling & Care

Terms and Conditions

Phone Consultations

- 1.20 Generally, once you book an online Consultation, we will provide you with details as to how to access the Consultation. For online Consultations arranged via the Zoom platform, CC&C will attempt to contact you by phone if there is a technical issue with Zoom. Please note that this attempt to contact you via telephone is only available for clients/patients residing in Australia.
- 1.21 You agree that Consultations delivered via telephone are an acceptable and equivalent replacement of any telehealth Consultations in the event CC&C's third party service providers are non-operational or experiencing temporary issues.

Payment

- 1.22 You understand that the price for the Services will vary dependent on the nature of the Services being provided to you by CC&C and will be identified through the 'New Client Information Form' (the "Session Fee") or the online booking platform. The Session Fee is determined by CC&C in our sole discretion and may be varied by CC&C from time to time. We reserve the right to vary Session Fees at any time of which you may not be informed of prior to your appointment.
- 1.23 Unless otherwise indicated, amounts stated on our website do not include GST. In relation to any GST payable by a taxable supply by CC&C, you must pay the GST subject to CC&C providing you with a tax invoice.
- 1.24 You may make payment for the Services (the "Session Fee") for each session by way of either:
- cash payment (exact payment only);
 - Stripe (online payment);
 - credit card or debit card payment;
 - Afterpay;
 - via pre-approved and pre-arranged third parties;
 - through an Employment Assistance Program (EAP) provider (must be pre-approved by provider in writing prior to booking appointment); or
 - by Workcover and/or an insurance provider (must be pre-approved by provider in writing prior to booking appointment)
- 1.25 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 any third party payment terms and conditions which are available on their website.
- 1.26 CC&C may, at our sole discretion, provide a gateway to store your credit/debit card information with a third party payment provider platform for the purposes of remotely charging for Session Fees in advance/during or when cancellation fees are incurred. CC&C will not be liable for the security or performance of these third party payment providers. You acknowledge that we also reserve the right to correct our third party payment providers to correct, any errors or mistakes in collecting your fees.
- 1.27 In the event that CC&C discovers an error or inaccuracy in the fees for your booking, we will attempt to contact you and inform you of this as soon as possible. You will then have the option of

enrolling in the Services at the correct fees or cancelling your booking. If you choose to cancel your booking and the fees have already been debited, the full amount will be credited back to your original method of payment.

Cancellations and Refunds

- 1.28 CC&C will allow you to cancel or reschedule a Consultation subject to you paying an appropriate cancellation fee – see 1.28 (d) below) calculated as follows:
- where a Consultation is cancelled or rescheduled more than forty-eight (48) hours prior to the scheduled session (**Session Time**), you will not be required to pay any cancellation fee;
 - 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**");
 - 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**").
 - consultations booked online where the client does not present, is not contactable or wishes to cancel the service will not be entitled to a refund but may reschedule this appointment if more than 48hrs notice from the time of appointment is given.
- 1.29 Other than as outlined above in respect to the cancellation or rescheduling of a Consultation outlined above and subject to clause 1.27, CC&C will only provide you with a refund of the Session Fee in the event we 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").
- 1.30 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.
- ### Third Party Goods and Services
- 1.31 The Services may be powered by goods or services provided by third parties (including third party platforms such as Setmore and Zoom) and therefore subject to the terms and conditions of those third parties. Your use of the Services is subject to any applicable third party terms and conditions and you agree to familiarise yourself with all applicable third party terms and conditions.
- 1.32 To the maximum extent permitted under applicable law and our agreements with any applicable third parties, CC&C will not be

Community Counselling & Care

Terms and Conditions

liable for any acts or omissions of those third parties, including in relation to any fault or error of the Services or any issues experienced in accessing the Services, such as payment and technical issues.

Confidentiality and Privacy

- 1.33 Both parties must comply with:
- (a) if applicable, their respective obligations under the Privacy Act 1988 (Cth); and
 - (b) CC&C's privacy policy as in force from time to time, located here: [privacy policy](#). For the avoidance of doubt, CC&C will take steps which is in line with our privacy policy and your indications under the privacy consent form, and this includes:
 - i. keeping any written notes during sessions in a private and secure location (either electronically or paper written), with records being kept for a period of up to seven years from the date of the last contact with the service; and
 - ii. not recording any online Consultations.
- 1.34 Cookies are used on the CC&C website and are subject to our cookie policy.
- 1.35 Both parties will not, during or at any time after the end of this agreement disclose Confidential Information directly or indirectly to any third party, except:
- (a) with the other party's prior written consent;
 - (b) as required by Law; or
 - (c) to their Personnel on a need to know basis for the purposes of performing its obligations under this agreement (**Additional Disclosees**).
- 1.36 A party may only use the Confidential Information of the other party for the purposes of exercising its rights or performing its obligations under this agreement.
- 1.37 Subject to clause 1.33(b)(i) and any legal requirements to retain documentation, each party must immediately return to the other party, or (if requested by the other party) destroy, any documents or other Material in its possession or control containing Confidential Information of the other party on termination or expiration of this agreement.
- 1.38 Each party will ensure that Additional Disclosees keep the Confidential Information confidential on the terms provided in this clause. Each party will, when requested by the other party, arrange for an Additional Disclosee to execute a document in a form reasonably required by the other party to protect Confidential Information.
- 1.39 For the purposes of this clause, "Confidential Information" means information of, or provided by, a party that is by its nature confidential information, is designated as confidential, or that the recipient of the information knows or ought to know is confidential (including all commercial information exchanged between the parties), but does not include information which is, or becomes, without a breach of confidentiality, public knowledge.

- 1.40 Whilst every attempt is made to keep your information secure, you acknowledge that third party data breaches are not CC&C's responsibility and we will not be held liable for any losses, claims or damages however arising.
- 1.41 CC&C may keep some personal details via an online diary and/or third party service (partnership/referee) provider portal for the purpose of booking appointments and/or storing case notes/records/assessments. Pursuant to our 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 not to limited information with either of the following: your funding agency ie EAP provider; disability support provider; General Practitioner, Workcover; our third party service providers; and/or insurance company etc.
 - (b) pursuant to any applicable state or federal law;
 - (c) pursuant to a court order;
 - (d) where CC&C reasonably believes, under the circumstances, that you are a risk to either yourself or others;
 - (e) with your written consent to share information to a particular party; or
 - (f) as otherwise set out in our privacy policy.

Disclaimers

- 1.42 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. Information on the CC&C website and blogs should not be relied upon as a diagnostic tool.
- 1.43 You acknowledge and agree that CC&C cannot always guarantee that a practitioner will be available on the days and at the times you require. The availability of a practitioner is completely at our discretion.
- 1.44 If you are ever uncomfortable with any action asked or discussed with you during the Consultations, you must inform CC&C and not undertake that action. We rely solely on the information and feedback provided verbally by you in providing the Consultations.
- 1.45 CC&C may, at our 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.
- 1.46 Where a Session is terminated pursuant to clause 1.45 above, you acknowledge that this will be treated as a Cancellation for the purposes of clause 1.28 of these Terms and you may be required to pay the scheduled fee.

Warranties

- 1.47 To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.

Community Counselling & Care

Terms and Conditions

1.48 Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund or replacement) if there is a failure with the services provided.

Limitation of Liability

1.49 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.

1.50 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.

Indemnity

1.51 You indemnify CC&C and its employees, contractors and agents in respect of all liability for any claim(s) by any person arising from your:

- (a) breach of any third party intellectual property rights;
- (b) breach of any term of this agreement;
- (c) negligent, wilful, fraudulent or criminal act or omission; or
- (d) use of the Services or our website.

1.52 To the maximum extent permitted by law, under no circumstances will CC&C be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by CC&C (except to the extent this liability cannot be excluded under the Competition and Consumer Act 2010 (Cth)).

Termination

1.53 This agreement will automatically terminate on the completion of:

- (a) the Consultation and delivery of the Services to you; or
- (b) the final session of the 'ongoing appointments' or the number of specified sessions agreed to by the parties and as set out in the 'New Client Information Form'.

1.54 Notwithstanding clause 1.53 above, either party may terminate this agreement by providing two weeks written notice of their intention to terminate the Services.

1.55 Either party may immediately terminate these terms by written notice to the other party if:

- (a) the other party is in default or breach of these terms;
- (b) the other party is convicted, or any of the other party's personnel are convicted, of a criminal offence involving fraud or dishonesty or an offence which, in the opinion of the other party, affects the other party's obligations under these terms;

- (c) the other party or any of the other party's personnel conducts themselves in a way tending to bring them or the other party into disrepute; or
- (d) the other party or any of the other party's personnel has a conflict of interest that cannot be resolved to the satisfaction of the other party.

1.56 Upon termination of these terms:

- (a) the Services will be terminated, and you will no longer have access to the Services;
- (b) any Fees paid are non-refundable (except in accordance with clauses 1.27 and 1.28); and
- (c) you must immediately deliver to us all property belonging to us and materials comprising or containing any of our intellectual property which is in your care, custody or control, and you must thereafter destroy any copies you have of such materials.

1.57 Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of these terms will survive and be enforceable after such termination or expiry.

Dispute Resolution

1.58 The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this agreement prior to commencing any proceedings.

1.59 If a party requires resolution of a dispute it must immediately submit full details of the dispute to the other party.

1.60 Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

1.61 The parties acknowledge and agree that compliance with this clause is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except:

- (a) in the case of applications for urgent interlocutory relief; or
- (b) a breach by another party of this clause.

Miscellaneous

1.62 These terms are governed by the law applying in South Australia, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of South Australia, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

1.63 No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

1.64 Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder

Community Counselling & Care

Terms and Conditions

of these terms is not limited or otherwise affected.

- 1.65 You cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party. We can assign the rights or novate these terms in whole or part without your consent, on notice which may be communicated electronically on the website or by email.
- 1.66 Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.
- 1.67 These terms embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

Client Name: _____

DOB: _____

Signature: _____

Date: ____/____/____