

Client Terms and Conditions for Clients

These Terms and Conditions ('Terms') govern your use of our website located at www.thecounselher.com.au ('the Website').

Please read these Terms carefully before you begin using the Website. You acknowledge and confirm that you have read and understood these Terms and agree to abide by these Terms. If you do not agree to any of the Terms, you must not use the Website.

Definitions

Client means the person requesting and engaging in services provided by The Counselher.

Session means any occurrence of an appointment booked by a client or Therapist for the Client to receive any of The Counselher Services.

The Counselher website means the online platform or internet website through which the services are provided to the client being comprised within the domain www.thecounselher.com.au or as may be changed or updated from time to time.

The Website means The Counselher website.

The Counselher means the owner of all intellectual property and services provided on the website.

Booking means a scheduled appointment with The Counselher booked by the Client via the website.

Website Software License

The Client's use of the website is at the Client's sole risk. The service is provided on an "as is" and "as available" basis.

Technical support is provided by email primarily and is a benefit for the Client but is not a right of the Client.

The Client understands and accepts that The Counselher website uses third-party vendors and hosting services to provide the hardware, software, networking, storage, and related technology required to run the Platform.

The Client shall not reproduce, duplicate, copy, sell, resell, or exploit the whole or any part of the website.

The Client expressly understands and agrees that as regards use of the website shall not be liable for any loss of income or profits, loss of contracts, loss of goodwill, loss of data, or other intangible losses or for any indirect or consequential loss or damage.

Cancellation Policy

If a client wishes to reschedule the date and/or time of a Session, provided the Client gives 60 minutes' notice prior to the time of the appointment, the Client can choose a suitable alternative Session time and/or date. If the Client does not attend the appointment at the scheduled time, The Counselher will wait for 15 minutes for the Client to appear; it is not the responsibility of The Counselher to contact you. If the Client does not make contact, the appointment will be treated as a no-show and forfeited. If the Client makes contact during, and only during, this 15-minute window, a reschedule will be considered; however, no refunds will be given.

If The Counselher wishes to change the date and/or time of a Session, if the Client is unable or unwilling to agree to such change, The Counselher will treat the Booking as cancelled and will refund the Client the total amount of the Booking.

If the Client cancels the Booking with under 60 minutes' notice, they will not be entitled to a refund.

All refunds are at the discretion of The Counselher.

Mobile Phone

The Counselher uses the mobile service '0433 487 715' to contact clients during The Counselher's determined business hours. This may include phone therapy sessions and/or text messages. ***Please be aware this mobile number may not be answered or monitored outside of the designated business hours or during Client sessions. The service is provided on an "as available" basis and should not be relied upon.***

Limitation of Liability

The Counselher is not:

- is not liable in any respect for your care or for the advice provided to you; and
- responsible for maintaining or storing any health or medical records

GP Referrals

I understand that I cannot use a mental health care plan with a counsellor, and I can only use this with a psychologist.

As far as lawfully possible, The Counselher accepts no liability or responsibility for the actions or omissions of any users of the website in relation to the content contained herein.

All information provided on the website is general in nature, does not constitute medical or any other form of advice, and is provided 'as is' without warranty of any kind, express or implied, to the fullest extent possible under the law.

In no event will The Counselher be liable to any party for any direct, indirect, incidental, or consequential damages or losses whatsoever arising from access to, reliance on, or use of or downloading of information from the Website (or any associated or linked online

service), including, without limitation, damages for loss of profits, business interruption, loss or information or damage to systems due to viruses or other harmful components.

The Counselher is not responsible for the deletion, failure to store, mis-delivery, or untimely delivery of any material accessed through the Website or external sites and will not be liable for any damage or loss whatsoever resulting from any users downloading or accessing any information or material through the Website.

The Counselher does not accept any responsibility or liability whatsoever for any interruption or discontinuance of any or all functionality of the Website (including hypertext links to external sites if any) for any reason whatsoever.

The Counselher does not guarantee the security of any information sent to the Website via the internet and such information is sent at the transmitter's own risk.

The Counselher does not endorse the content of advertisements appearing on the Website and has no liability in respect thereof.

The Counselher will endeavour to run to time, minimise conflicting appointments, and meet all timeframes for responding to client's requests. You agree to complete the booking form questions truthfully, and not omit information which is or may be relevant to your care.

If your matter is urgent, including if you have a medical emergency, you should seek urgent medical or hospital attention.

If your life is in danger, call Triple Zero 000

Lifeline - 13 11 14 (24-hour crisis support)

Suicide Call back Service - 1300 659 467

13YARN - Call 13 92 76 (24-hour crisis support) Aboriginal Torres Strait Islanders

1800 RESPECT - 1800 737 732 – Sexual assault, Domestic Violence

Beyond Blue - 1300 22 4636 24/7 Mental Health Support

Kids HelpLine - 1800 55 1800 Children services

QLife - 1800 184 527 (3pm - 12am) LGBTI community mental health support