

Terms & Conditions

Welcome to Sydney Hills Counselling, a registered, professional counselling service.

Please find following the 'Terms and Conditions' for our services. These are necessary to keep you, the client and us, the providers, safe. Please read and feel free to ask any questions you may have at any time throughout our time working together.

Throughout this document, the terms "I", "me", and "my" and "we", "us" and "our" refer to Sydney Hills Counselling. The terms "you", "your", "client" and "user" refer to you, the client.

This document constitutes a contract between Sydney Hills Counselling and you, the Client or User. You should read it carefully and raise any questions and concerns that you have before you accept it.

Sydney Hills Counselling offers this service, including all information, tools, website, and therapy available to you conditional upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site and/or purchasing something from us, you agree to be bound by the following terms and conditions ("Terms and Conditions", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by us. These Terms and Conditions apply to all users of our service, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

If you do not agree to all the terms and conditions of this agreement, then you may not access or use any services. If these Terms and Conditions are considered an offer, acceptance is expressly limited to these Terms and Conditions.

We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the service following the posting of any changes constitutes acceptance of those changes.

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis.

We reserve the right to limit the quantities of any products or services that we offer.

All descriptions of products, services or prices are subject to change at any time without notice, at our sole discretion.

We reserve the right to discontinue any product or service at any time.

Our Service

The service we provide may be based on goal(s) that you want to address; specific to you personally and pertaining to the general conditions of your life. You will be asked what these are at the start of your therapy. Your comfort, safety and progress are of paramount importance to us. Please continue to discuss with us what you wish to gain from our work during each session. We may ask for your feedback and views on how you feel your therapy is progressing, and hope you are able to respond openly and honestly. Your progress will be monitored throughout the duration of your sessions. Working toward your stated goals requires effort, openness, and active involvement on your part.

Sydney Hills Counselling makes no claim that all clients will experience an improvement of their condition, feelings, thoughts, or symptoms. Therefore, Sydney Hills Counselling makes no claims of specific results.

Sydney Hills Counselling makes no guarantee of what you will experience or how you will feel during or after using our service. This service may involve recalling and/or talking about unpleasant events, feelings, or thoughts that may result in you feeling uncomfortable, upset, disappointed, angry, sad, worried, fearful, anxious, depressed etc. We may also challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations. We may use various techniques during your sessions if you are agreeable. We will explain the rationale to you beforehand, and if you would like to know more about the approaches we use, we will be happy to discuss this with you.

Sessions

The typical duration of a counselling session is approximately 60 minutes including time to settle into the session as well as five to ten minutes to finish up the session and leave. In some situations, we may offer longer sessions such as 90 minutes. This usually applies only for family or couples sessions. This is standard practice. Sessions are typically scheduled on the hour or the half-hour.

Attendance to Sessions

Please remember this is a course of therapy that you committed to undertake at your free will. The work is taken seriously and is in place to help you build a better life for yourself. It is with this in mind that we have these strict conditions attached to the sessions, which have been well received by our committed clients.

Due to the demand for session times, no sessions will be booked in advance until an advance deposit has been made. It is your responsibility to ensure that you attend the sessions booked in a timely manner.

If you fall ill or have a valid reason for not attending sessions, you **MUST** contact Sydney Hills Counselling and let us know, so that a cancellation fee is not incurred. A notice period of no less than 24 hours prior to the time of your appointment is necessary to avoid a 50% cancellation fee being incurred.

Should you be unable to attend your counselling session for any reason, video conferencing sessions may be arranged. These are charged at the same rate as face-to-face consultations.

Your session is scheduled at the mutual convenience of the counsellor and the client. Wherever possible the day and time for the next session will be scheduled at the close of each therapy session. Please arrive on time for all your appointments, if you do happen to be late, you will only receive the remaining time for that session.

Your counsellor has the right to cancel an appointment. Although this is rare, as much notice as possible will be given. Your session will be re-booked for the next available appointment convenient to you.

We reserve the right to refuse service to anyone for any reason at any time. If a client arrives under the influence of alcohol, drugs, or becomes abusive or aggressive before or during the session, we reserve the right to cancel that session immediately and that session will still be charged for.

Notes may be taken during the session by the counsellor. Please note that these notes are purely for the therapist's benefit to support the work in the session and will remain the property and responsibility of the counsellor throughout the sessions. Notes may be made available via the Freedom of Information Act (1992) upon your request.

Your comfort, safety and progress in the sessions is of paramount importance to me, please discuss with your counsellor what you wish to

gain from your work together during each session. Progress will be monitored throughout the duration of your sessions.

You have every opportunity to view and discuss these Terms and Conditions before and during therapy and they cannot, therefore, be disputed should they not be adhered to.

Confidentiality

All information disclosed within sessions and any written communications and records pertaining to those sessions are confidential and will not be revealed to any person, organisation, or authority without your written permission, except where disclosure is required by law. Legal disclosure will apply if there is significant risk of harm to others or if there are concerns about the safety of a child or vulnerable adult.

Additionally, all counsellors are required by the ethical standards set by the profession to discuss their work with a qualified Supervisor. However, individual clients are not identified in such discussions which are intended to support the counsellor in their work.

There are some situations where the counsellor is required to disclose information of appointment times without your authorisation. These include but are not limited to:

1. A court order for information regarding your therapy if you are involved in litigation, having mandated counselling or for any forensic matters.
2. If a client files a complaint or lawsuit against a therapist.
3. Worker's compensation claims confirmation of appointments.
4. If the client is a minor, parents have the right to information and the clinical record.

Harm to Self or Others

If your personal safety, or there is the possibility of you injuring someone else, or if you are receiving proper psychiatric or medical care, the counsellor must do whatever they can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive proper care. For this purpose, the counsellor may need to contact the police, hospital or an emergency contact whose name you have provided at the commencement of counselling. This is, however, very rare and in any circumstances like this, your counsellor will make

every reasonable effort to discuss the situation with you first and limit the disclosure to what is necessary.

These include but are not limited to:

1. Suspected or known child abuse/neglect.
2. Suspected or known elder abuse, neglect, exploitation, or forced isolation.
3. Risk of imminent serious harm to another
4. Risk of imminent serious harm to yourself

Dual Relationships

A dual relationship is one where your personal life coincides with the professional relationship you have with your counsellor. If you happen to meet your counsellor in some other capacity – for example because you live locally or know some of the same people – your counsellor will keep appropriate boundaries and will not let it be known that you are their client.

However, sexual involvement between counsellor and client is never part of the therapy process as well as other actions or dual relationship situations that might impair your counsellor's objectivity, clinical judgement, or therapeutic effectiveness or that could be exploitative in nature. In addition, they will never acknowledge working therapeutically with anyone without his/her written permission other than in the rare circumstances outlined in our privacy statement. In some instances, even with permission, your counsellor will preserve the integrity of the working relationship. For this reason, your counsellor will not accept any invitations via social networking sites such as Facebook, Twitter, LinkedIn, or Pinterest.

Mutual Non-Disclosure

Sydney Hills Counselling and you mutually recognise that we may discuss future plans, business affairs, customer lists, financial information, job information, goals, personal information, and other private information. We will not voluntarily communicate your information to any third party. To honour and protect our intellectual property, you likewise agree not to disclose or communicate information about our practice, materials, or methods to any third parties.

Litigation Limitation

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your legal representative, nor anyone else acting on your behalf will call on Sydney Hills Counselling to testify in court or at any other proceeding, nor will a disclosure of the counselling records be requested.

Modifications to Services and Prices

Prices for our products and Fees for our services are subject to change without notice. Sydney Hills Counselling reserves the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, fee change, suspension, or discontinuance of the Service.

Accuracy of Billing and Account Information

You agree to provide current, complete, and accurate purchase and account information for all payments and purchases made. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Optional Tools and Resources

We may provide you with access to third-party tools and resources over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools and resources "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. Sydney Hills Counselling shall incur no liability whatsoever arising from or relating to your use of optional third-party tools. Any use of these resources and/or tools by you offered through our service is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms and Conditions.

Third-Party Links

Certain content, products, and services available via our service may include materials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of this content, products and services and will not incur any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

User Comments, Feedback, and other submissions on our website

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us.

We are and shall be under no obligation:

- (1) to maintain any comments in confidence
- (2) to pay compensation for any comments; or
- (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any

comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Personal Information

Your submission of personal information through the website is governed by our Privacy Policy.

Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Prohibited Uses

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the site or its content:

- a) for any unlawful purpose
- b) to solicit others to perform or participate in any unlawful acts
- c) to violate any international, federal, or state regulations, laws, or local ordinances
- d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others
- e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- f) to submit false or misleading information

g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet

h) to collect or track the personal information of others

i) to spam, phish, pharm, pretext, spider, crawl, or scrape

j) for any obscene or immoral purpose

k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Disclaimer of Warranties; Limitation of Liability

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure, or error-free.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors will be corrected.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Sydney Hills Counselling, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising

from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Indemnification

You agree to indemnify, defend and hold harmless Sydney Hills Counselling and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable legal fees, made by any third-party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Severability

In the event that any provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our services.

If in our sole judgement you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice.

Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to the service constitutes the entire agreement and understanding between you and us and govern your use of the service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

Governing Law

These Terms and Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with Australian Law.

Changes to Terms and Conditions

You can review the most current version of the Terms and Conditions at any time at this page.

Sydney Hills Counselling reserves the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

Contact Information

Questions about the Terms and Conditions should be sent to us at sydneyhillscounselling@outlook.com