

# Terms & Conditions

These Terms and Conditions explain how **the practice** provides psychological services to you, including appointments, assessments, therapy, fees, cancellations, confidentiality, telehealth, AI-assisted documentation, and your rights as a client.

These Terms apply to all clients, including:

- Parents or guardians of children under 16, and
- Young people aged 16 and over.

By attending sessions or engaging with the practice, you agree to these Terms and Conditions.

The practice is committed to providing services in accordance with the **Psychology Board of Australia's professional standards**, the **Privacy Act 1988 (Cth)**, and the **Australian Privacy Principles (APPs)**. All services are delivered by qualified and registered psychologists within their areas of expertise.

The practice holds **professional indemnity insurance** in accordance with AHPRA requirements.

These Terms may be updated from time to time. The practice will notify you of any significant changes, and the updated version will apply from the date it is posted.

## 1. Services

The practice provides psychological services, including assessment, therapy, and consultation, delivered by registered psychologists within their areas of expertise. All clinical work is conducted according to professional ethical standards.

If your concerns require specialist advice or treatment outside the practice's scope, this will be discussed and referrals provided where appropriate. Clients presenting with high-risk concerns (e.g., self-harm, suicidal thoughts, severe eating disorders, or other acute mental health crises) may be referred to specialist or multidisciplinary services. The practice may decline therapy where immediate safety cannot be managed safely.

The practice **does not provide legal, financial, or medical advice**. Services are strictly psychological.

In therapy, it is normal for difficulties to temporarily increase before improvement occurs. Your progress will be monitored, and support strategies discussed collaboratively.

## 2. Appointments and Assessments

Appointments occur at agreed times and locations, including secure telehealth platforms. You are responsible for attending in a private and safe environment. Telehealth may not be suitable for all presentations; alternative arrangements will be discussed if needed.

**Events Outside the Practice's Control / Force Majeure:** The practice is not responsible for delays, interruptions, or inability to perform services caused by circumstances beyond its reasonable control, including illness, natural disasters, technical failures, or other emergencies. You will be notified as soon as possible if this occurs.

**Telehealth Disclaimer:** The practice cannot guarantee uninterrupted or error-free technology. You are responsible for ensuring your device and internet connection are adequate. Sessions should be conducted in a private, secure environment. The practice is not liable for breaches due to client device or connection issues.

**Telehealth Consent:** By attending telehealth sessions, you acknowledge and consent that:

- Technology may fail or be interrupted
- Confidentiality may be limited by the platform used
- You will participate from a private and secure location
- Sessions **may be recorded by the practice** for clinical documentation, including through AI-assisted tools

### Session Recording:

- Sessions **may be recorded by the practice** for clinical purposes, including **note-taking and report writing**.
- Recordings are confidential and retained securely according to professional guidelines.
- **AI tools may be used** to assist with transcribing sessions, note-taking, or report drafting. All AI-generated content is reviewed and verified by a registered psychologist to ensure accuracy, confidentiality, and professional standards.
- Sessions will **not be recorded for any other purpose** without explicit written consent.

### Appointments & Halaxy Portal Rules

- **Booking and Management:** Appointments can be booked, rescheduled, or cancelled via phone, email, or the Halaxy Patient Portal.
- **Halaxy Patient Portal:** Creating a portal account is optional. The portal allows you to securely view reports, letters, invoices, complete forms, and share access with authorised family members.
- **Access Security:** You are responsible for keeping your portal login secure and notifying the practice immediately if access issues occur.



- Telehealth: The portal is the platform used for secure telehealth sessions. Sessions must be conducted in a private, secure environment.
- Optional Use: You may still complete forms and manage appointments without creating a portal account.

### 3. Fees

**Initial assessment:** \$450

**Ongoing sessions:** \$300 per session

**Longer sessions:** charged pro-rata

**Reports, letters (even in email form):** \$300 per hour

**Onward referral reports:** from \$300+

**Payment:** Fees are due on or before the day of service via cash, bank transfer, or electronic payment. Outstanding fees must be paid before further services are provided. Interest may apply to overdue payments at statutory rates under Australian law. The practice may suspend services until outstanding fees are paid, and clients may be responsible for debt recovery costs if necessary.

**Medicare Rebates:** If you have a Mental Health Care Plan (MHCP), Medicare rebates may be available. The practice may need to provide personal information (full name, date of birth, Medicare number, referral, service dates) to Services Australia to process your claim. Providing this information is required for rebates.

**Health Insurance:** The practice is not currently registered with specific health insurers. You are responsible for checking your coverage and paying any difference between fees and rebates. Insurance may not cover missed appointments, reports, letters, or cancellations.

### 4. Cancellations, Punctuality, and Missed Appointments

#### Your Rights:

- Cancel appointments  $\geq 24$  hours in advance: no fee charged
- Cancel appointments  $< 24$  hours in advance: full fee charged
- Missed appointments without notice: full fee charged
- Late arrival: sessions will end at the scheduled time; fees still apply

**The Practice's Rights:** The practice may cancel or reschedule appointments due to unforeseen circumstances. Any prepaid fees will be refunded if another session cannot be scheduled.

**Session Duration:** Initial assessment sessions are up to 90 minutes. Standard sessions are up to 50 minutes. Sessions cannot be extended beyond the scheduled time, unless requested in advance. In these instance, a pro-rata fee will be charged for extended time.

## 5. Confidentiality

All information shared with the practice is confidential. Information is only disclosed with your consent, except where:

- Disclosure is required by law (e.g., mandatory reporting)
- There is a serious risk to you or others
- Referral or safety considerations require disclosure to other professionals

### **Additional Confidentiality Information:**

**Clients under aged 16:** Parents or guardians typically provide consent for appointments. Where parents are separated or divorced, consent may be required from both guardians.

**Adolescents (aged 16 & 17):** Sessions are generally confidential. Parents will only be informed where there is significant risk. The practice adheres to professional guidelines regarding minors' confidentiality rights.

**High-risk or complex cases:** Where appropriate, the practice may refer you to specialist or multi-disciplinary services.

## 6. Privacy and Data Use

The practice handles your personal information in accordance with the **Privacy Act 1988 (Cth)**, APPs, and professional guidelines. Your information may be used for clinical records, billing, reporting, or communication with relevant third parties. Consent for collection, storage, and disclosure of personal information is required.

**Record Retention:** Clinical records are retained in accordance with professional guidelines (minimum 7 years for adults, until the client's 25th birthday for minors). For full details, see the separate Privacy & Data Protection Policy.

**Data Breach Disclaimer:** Despite reasonable measures, no system is entirely secure. In the event of a data breach, the practice will follow legal obligations under the Privacy Act and APPs.

## 7. Emergencies

The practice does not provide crisis or emergency services and does not monitor emails or phone calls outside appointments. If you are at immediate risk, contact:

- Your GP or local hospital
- 000 (life-threatening emergency)
- Lifeline: 13 11 14
- Beyond Blue: 1300 22 4636

**Limitations of the Practice:** The practice cannot provide support for high-risk or complex safety / physical health situations. Referral to a specialist or multi-disciplinary team will be recommended where appropriate.

## 8. Informed Consent

Therapy may temporarily increase distress before improvement occurs. Progress and concerns will be discussed with you throughout therapy.

## 9. Termination of Services

Either you or the practice may terminate services at any time. Outstanding fees remain payable. Reasons for termination may be provided where appropriate.

## 10. Changes to These Terms

The practice may revise these Terms and Conditions from time to time. You will be notified of significant changes, and the latest version will apply from the date it is posted.

## 11. Complaints

Clients are encouraged to discuss concerns with the practice. If unresolved, complaints may be made to:

- Psychology Board of Australia: [www.psychologyboard.gov.au](http://www.psychologyboard.gov.au)
- Australian Health Practitioner Regulation Agency (AHPRA): [www.ahpra.gov.au](http://www.ahpra.gov.au)
- Privacy concerns: Office of the Australian Information Commissioner (OAIC): [www.oaic.gov.au](http://www.oaic.gov.au)

**Internal Resolution:** The practice aims to acknowledge complaints within 5 working days and resolve within 30 days wherever possible.

## 12. Communication, Reports, and Documentation

- Reports, letters, and emails are provided as part of care. Fees for additional documentation are set out in Section 3.
- **Ownership and Use of Session Records:** The practice retains session notes and recordings (including AI-assisted notes) for clinical, legal, and professional purposes. All AI-generated content is reviewed and verified by a registered psychologist.
- Communication via phone or email is for clinical and administrative purposes only. Marketing communications are not sent without your explicit consent.
- **Electronic Communication Disclaimer:** Email, text, or other electronic communications are not guaranteed to be secure. By using these methods, you consent to communication for clinical and administrative purposes only.



- You will be provided the option to create an account on the Halaxy Patient Portal, which is the only way to view documents securely (including letters, reports, and other confidential information). Through the portal, you can also manage appointments, track your healthcare providers, and share access with family members if needed.

### 13. Contact Information

Appointments occur at the location detailed on your appointment confirmation or via secure telehealth. Email responses will be attempted within 5 working days.

### 14. Governing Law

These Terms are governed by the laws of New South Wales, Australia. You agree to submit to the jurisdiction of the courts of this state.

### 15. Acknowledgement and Agreement

By signing below, you confirm that you have read, understood, and agree to these Terms and Conditions, including:

- The practice’s services and scope
- Fees, Medicare, and insurance information
- Cancellations, late arrivals, and non-attendance
- Confidentiality and privacy practices
- Telehealth, session recording, and AI-assisted documentation
- Emergency arrangements
- Termination of services and report ownership

#### Acknowledgment Checklist:

- I understand telehealth responsibilities and limitations
- I understand session recording for clinical purposes, including AI-assisted notes and reports
- I understand fees, rebates, and insurance coverage
- I understand privacy and confidentiality policies
- I understand emergency and after-hours procedures
- I understand risk and referral protocols

**Client Signature:**

**Parent/Guardian Signature (if applicable):**

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\_\_\_\_\_

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

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

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

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