

# TERMS OF SERVICE

Version 1.3



## Informed Consent:

Agreement for counselling services

*It is important that you as a client are as fully informed as possible about counselling and the counselling process prior to commencing therapy with Telehealth Mind Matters. For this reason, please read the following carefully and do not hesitate to ask any questions.*

## **Policy Updates**

*The policies included in the Telehealth Mind Matters terms of service may be updated periodically. The most current version will always be available on our website and it is your responsibility to regularly check the website for any changes. By continuing to use our services, you agree to the latest terms which are available at <http://www.telehealthmindmatters.com.au>.*

## **Some important facts about counselling**

Professional counselling is a safe and confidential collaboration between qualified counsellors and clients to promote mental health and well-being, enhance self-understanding, and resolve concerns. Clients are active participants at every stage of the counselling process.

People seek counselling for a wide variety of reasons. I look forward to exploring your reasons for making your appointment with me and to navigating the counselling journey together.

We are all unique human beings with our own history, perceptions, and expectations, and as a result the outcomes of counselling can vary widely. This means as your counsellor I cannot promise any particular outcome from the counselling process, but I can assure you that I am committed to best practice with you in resolving your concerns.

It's the very nature of counselling that these processes may deal with issues and aspects of your life that might spark or be a catalyst for triggering a wide range of feelings and reactions. It is important therefore to keep me informed of any such experiences should they arise, in order to ensure my support.

To help you get the best out of the counselling process, the following guidelines are useful:

- attend each scheduled session on time
- be prepared to share your thoughts and feelings openly with me
- complete any out-of-session tasks we agree to
- when unsure, ask for clarification about any of the counselling activities being undertaken, and discuss any doubts or concerns you have with me.

## My professional background and counselling approach

Having completed a Bachelor of Psychological Science and a Master's degree in Cognitive Behaviour Therapy, I hold national registration as a Counsellor with the Australian Counselling Association (ACA). Being an ACA member I am subject to a wide range of professional and ethical requirements, and practice within the framework of the ACA Code of Ethics and my State Government's Code of Conduct.

I believe that a strong, supportive relationship is at the heart of effective therapy. My approach is grounded in Cognitive Behaviour Therapy (CBT), providing a structured, practical, and evidence-based framework to help individuals understand and change unhelpful thought patterns and behaviours. I create a respectful, non-judgmental space where you feel heard and empowered to develop skills that promote lasting well-being. My work is informed by CBT principles, including behaviour change, cognitive restructuring, and solution-focused strategies to facilitate meaningful progress.

### Hours of practice

My consulting hours are flexible.

### Communication Methods

- Because this is a telehealth service, phone availability is limited, therefore email is the preferred method of communication outside of sessions.
- Appointment cancellations or rescheduling requests must be made via email.
- SMS/text messages are **not monitored** and will not be accepted for cancellations or rescheduling.

### Session frequency

A typical session is 60 minutes in length for the first session, and 40 minute sessions thereafter, usually on a weekly or fortnightly basis until no longer required.

### Booking Confirmation

To secure your booking, please complete payment within 24 hours. Unconfirmed bookings may be cancelled without notice after this period.

## Important Information

The services provided at Telehealth Mind Matters is designed for adults aged 18 or older and is focused on providing support for a range of mental health and pain related challenges. However, it is not suitable for individuals experiencing suicidal thoughts or self-harm.

If you are feeling overwhelmed or in crisis, please know that help is available. We encourage you to reach out to a trusted crisis service, and to immediately connect with your regular medical practitioner:

- **Lifeline: Call 13 11 14 (Available 24/7)**
- **Suicide Call Back Service: Call 1300 659 467 (Available 24/7)**

*You are not alone, the above mentioned 24/7 crisis services are there to provide you with immediate, confidential support.*

## Payment, Rescheduling, and Cancellation Policy

### Payments

- To secure your booking, please complete payment within 24 hours. Unconfirmed bookings may be cancelled without notice after this period.
- Bank deposit, cash, or credit card payment options are available. Credit Card Payments are processed securely online via Square.

### Refunds

- All fees are non-refundable except in cases where Telehealth Mind Matters cancels a session and is unable to offer a reschedule.
- Refunds will not be provided for missed or cancelled sessions unless otherwise stated in this policy.

### Communication Methods

Because this is a telehealth service, phone availability is limited, therefore email is the preferred method of communication outside of sessions.

Appointment cancellations or rescheduling requests must be made via email.

SMS/text messages are **not monitored** and will not be accepted for cancellations or rescheduling.

### Cancellation/Rescheduling Policy

- Appointments can be cancelled or rescheduled with at least 24 hours' notice via email.
- Changes within 24 hours will result in forfeiture of the full session fee.
- Cancelled sessions must be rescheduled within one month of the original booking, or the fee will be forfeited.
- If Telehealth Mind Matters cancels, you will be notified of the cancellation promptly and will be contacted at a later date and offered a reschedule.

### Late Arrivals and No-Shows

- Sessions will end at the scheduled time regardless of when contact is achieved. If you fail to attend a session without the appropriate notice, the session fee will be forfeited. Full session fees apply. Three calls will be attempted – firstly at the scheduled session time, 5 minutes later, and 10 minutes later.

### Emergency or Extenuating Circumstances

- Exceptions to cancellation policies for emergencies are considered on a case-by-case basis at Telehealth Mind Matters' discretion.
- Notify Telehealth Mind Matters promptly if you experience a valid emergency.

## Communications Policy

### Phone

Phone communication is reserved for scheduled sessions. All ongoing communication will take place within sessions or via email to ensure clarity, consistency, and proper documentation.

## **SMS/Texting Communication**

Please note that I do not monitor text messages. For this reason, important communications such as appointment cancellations should be addressed via email to ensure they are properly attended to. Thank you for understanding.

## **Email**

Email is the preferred method of communication outside of scheduled sessions. By booking a service with Telehealth Mind Matters, you consent to the use of email for communication, including arranging, rescheduling, or cancelling appointments. Additionally, you agree to receive regular emails containing information sheets, worksheets, and other materials relevant to our sessions as part of the service. Please be aware that all emails exchanged will become part of your legal record. If you choose to share session-related content via email, keep in mind that email communication is not entirely secure or confidential, as is the nature of the internet.

It is encouraged that you to take notes or jot down questions between sessions and bring them to discuss during our appointments, rather than send them in email. This approach ensures we can address your concerns more thoroughly and in context within the sessions.

## **Disclaimers**

*While every effort is made to ensure that our services are delivered at the highest standard, Telehealth Mind Matters cannot guarantee specific results and is not responsible for the outcomes of any actions taken based on the advice or information provided during sessions. Clients engage in our services at their own risk and are responsible for their own decisions and actions. It is recommended that clients consult with appropriate professionals (eg medical or healthcare professionals) before making significant changes or actions based on our services.*

### **Medical Disclaimer**

You should not rely on any information or guidance from us as a substitute for professional medical or healthcare advice. Telehealth Mind Matters disclaims all responsibility and liability for any damages, loss, injury, or harm to yourself or a third party resulting from reliance on the information or guidance we provide. If you have specific questions or concerns about a medical issue or injury, consult your doctor or healthcare provider promptly. If you believe you may have a medical condition, seek immediate attention from a healthcare professional. If you engage in activities such as exercise based on information provided by Telehealth Mind Matters, you acknowledge the risk of injury and should seek approval from your healthcare or medical provider before beginning or modifying any exercise or activity program. Do not delay seeking medical advice, disregard medical advice, alter, or discontinue treatment based on information or guidance from us. This disclaimer does not limit or exclude liability that cannot be limited or excluded under applicable law.

## **Privacy Policy**

Telehealth Mind Matters is dedicated to delivering high-quality services while upholding your rights. We prioritize recognizing, respecting, and safeguarding your privacy and confidentiality in every interaction with us. This declaration explains our continuous responsibilities regarding the management of your Personal Information. Telehealth Mind Matters complies with the requirements of the Privacy Act 1988 (Cth).

### **What is Defined as Personal Information, and What is the Purpose of Collecting it?**

Personal Information refers to any data or opinion that can identify an individual. This includes Health Information, which relates to a person's physical or mental health or any disabilities they may have. Some examples of Personal Information we collect include: name, phone number, email address, home address, date of birth, relevant medical details, psychological history, goals or reasons for engaging with our service, and emergency contact information. We gather your Personal Information through various means, such as intake forms, interviews, communication via phone or email, our website, publicly available resources, and third parties where appropriate and with consent.

Personal Information relating to payment details such as credit card numbers, full names, phone number, email address, residential address, and date of birth, will also be collected via online bookings and invoices processed through our platform and are securely stored and managed via Square (Squareup.com is the official website of Square). Square uses encryption and security measures to protect your payment information. Telehealth Mind Matters do not store your payment details; all transactions are processed directly through Square's secure payment gateway. By providing your payment information, you authorise Telehealth Mind Matters to securely store your information and card details with Square and to process future charges to this card as agreed. This authorisation will remain in effect until you notify us of its cancellation. For more information, please review Square's Privacy Policy at <https://squareup.com/legal/privacy>

Telehealth Mind Matters uses JotForm to collect and process private information submitted through via forms. By using our services, you acknowledge and agree that your data may be stored and processed by JotForm in accordance with their privacy policy. For more details on how JotForm handles your data, please review their Privacy Policy: <https://www.jotform.com/privacy/>

In the event of a payment dispute, information such as email and phone records may be shared with third parties as proof that the service was offered or delivered at the agreed time.

Telehealth Mind Matters will only gather and retain Personal Information essential for delivering our services. When we collect your Personal Information, we will inform you of the purpose and how it will be utilised.

### **Third Parties**

Whenever feasible and practical, we will obtain your Personal Information directly from you. However, there may be situations where information is supplied to us by third parties (such as other healthcare providers). In these instances, we will take reasonable measures to ensure you are informed about the information received from the third party.

### **Security of Your Personal Information**

Protecting your personal information is a priority for us; however, no method of internet transmission or electronic storage is completely secure. While we make every effort to use industry-standard measures to safeguard your personal information, we cannot ensure its absolute security.

### **Use of Cookies and Analytics Tools**

To enhance your experience on our website, we may utilize cookies. A cookie is a small text file stored on your device to help remember your preferences. While you can disable cookies through your browser settings, this may limit your ability to access all features of the website. Telehealth Mind Matters may use cookies like the Facebook Pixel and Google Analytics to track the pages you visit and the duration of your visits. These tools help us provide content that is engaging and relevant to our visitors and optimise our marketing strategies. If you use social media platforms such as Facebook or Instagram, these cookies may influence the ads you see from us. Most browsers are preset to accept cookies but allow you to change settings to be notified when cookies are used or to block them entirely. You can find instructions for managing cookies in the "Help" section of your browser's toolbar.

### **Links to External Websites**

Our website may include links to external sites. Please note that we are not accountable for the privacy practices or content of these third-party websites, as they are not covered by our privacy policy. If you access other websites through links on our site, we recommend reviewing their privacy policies to understand how your information may be handled.

### **Disclosure of Personal Information**

Your Personal Information will only be shared under the following circumstances:

- To prevent or reduce a serious and immediate threat to your life or health, or that of another person.
- With external agencies, but only with your or your representative's permission.

- When legally required, including for mandatory reporting or compliance with a court subpoena.
- With written authorisation from someone with lawful authority.
- To your General Practitioner (GP) or nominated medical profession if you have given consent.

### **My supervision**

As is required for all counsellors to maintain professional registration with the Australian Counselling Association, I have an ethical responsibility to reflect on my counselling practice. As part of this professional reflection, I may discuss my work with you with my clinical supervisor. In such situations, content presented is de-identified.

### **Security and Destruction of Personal Information**

We take reasonable measures to safeguard your Personal and Health Information from misuse, loss, unauthorised access, modification, or disclosure. Confidential records are maintained to reflect the issues and goals identified in counselling sessions and are kept securely for seven years. Once your information is no longer required for its original purpose, we will ensure it is securely destroyed.

### **Maintaining the Quality of your Personal Information**

It is an important to us that your information is up to date. We will take all reasonable steps to make sure that your Personal Information is accurate and complete. If you find that the information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

## **Agreement to Terms and Acceptance by Client**

By signing this document, I confirm that I have read, understood, and agreed to the terms of service. I have had the opportunity to seek clarification on any concerns and willingly consent to undertake counselling with Telehealth Mind Matters. I acknowledge that I may discontinue sessions at any time.

By scheduling counselling sessions with Telehealth Mind Matters, I acknowledge and agree to abide by the policies, terms and conditions outlined within this document. These policies are designed to ensure fairness, transparency, and mutual respect in the professional relationship.

I understand that my case may be discussed in professional supervision for quality assurance and ethical compliance. Any details shared will be fully de-identified to protect my privacy.

I acknowledge that Telehealth Mind Matters does not provide crisis intervention, emergency support, self harm or suicide prevention services. Telehealth Mind Matters is not suitable for individuals experiencing suicidal thoughts or self-harm. I acknowledge that this service cannot provide emergency support for such situations. If I experience thoughts of self-harm or suicide, I agree to seek immediate assistance from a crisis service, emergency support, or my regular medical practitioner. I confirm that I have been provided with crisis support contact information and understand that these services are available to me at any time.

Signed \_\_\_\_\_



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