

Counselling - Terms and Conditions (COUNSELLING) (“Terms”):

1. Acceptance of Terms

- 1.1 By confirming a booking with Veracity Training & Counselling (“Company”, “We”, “Our”, “Us”), You (“Client”, “You”, “Your”) agree to be bound by these Terms and Conditions (“Terms”), together with Our Privacy Policy, which forms part of these Terms by incorporation and is contractually binding. Please raise any questions or concerns with Us before confirming Your booking.
- 1.2 If You do not agree with these Terms or Our Privacy Policy, please do not use Our Services (“Services”).
- 1.3 For Your convenience, a glossary of definitions is included in Section 28 of these Terms.
- 1.4 By confirming Your booking, You acknowledge that You have read and understood these Terms and Conditions and Our Privacy Policy, and that You had the opportunity to ask questions and seek clarification before entering into this Agreement. If You completed an Intake and Consent Form, it forms part of Your agreement with Us to the extent of any express consents You have given.

2. Payment

- 2.1 Payment is required in full at the time of booking, unless otherwise agreed in writing at the time of booking.
- 2.2 Payments may be made by credit or debit card or bank deposit, unless otherwise agreed in writing.
- 2.3 Providing incorrect or incomplete information may cause delays and/or impact Our Services, and You may incur additional costs.
- 2.4 Funds are deemed received only when cleared in Our nominated account.
- 2.5 You must pay all amounts due under these Terms in full and without set-off, counterclaim, or deduction of any kind, except where required by law.
- 2.6 We reserve the right to recover any reasonable costs directly arising from failed or reversed payments (for example, dishonour fees or chargebacks). Any surcharge applied to a payment will reflect only the genuine cost of processing that payment.

3. Bookings and Cancellations

- 3.1 Bookings can be made via Our online booking system, by phone or in person and are only secured once payment is received (see clause 2).
- 3.2 We require at least 48 hours’ notice to cancel or reschedule a Session.
- 3.3 Cancellations made with the required notice will not incur a fee.
- 3.4 Cancellations made with less than 48 hours’ notice, or failure to attend a Session, will incur a cancellation fee equal to 100 % of the Session fee, unless We determine that Special Circumstances apply (see clause 7). This cancellation fee represents a genuine pre-estimate of the loss We incur through reserved clinician time and complies with the Australian Consumer Law requirement that such fees be fair and proportionate.
- 3.5 If You arrive within fifteen (15) minutes of Your scheduled Session start time, We will make reasonable efforts to provide the Session; however, the Session will end at the originally scheduled finish time and will not be extended. If You arrive fifteen (15) minutes or more after the scheduled start time without prior notice, We may, at Our discretion, treat the appointment as a missed Session, and the full Session fee will apply. Exceptional circumstances (for example, medical emergencies or major transport disruption) may be considered under clause 7 (Special Circumstances). We encourage You to contact Us promptly if delayed, so We can make reasonable efforts to adjust scheduling.
- 3.6 If We must cancel or reschedule a Session, We will provide as much notice as possible and offer an alternative date/time, subject to availability. If We cancel a Session for any reason, You will receive a full refund without any deduction of merchant or transaction fees. Where a refund arises from Your cancellation, any applicable merchant or transaction processing fees incurred by Us may be deducted from the refunded amount, except where prohibited by law. All refunds are processed in accordance with clause 14 (Refunds).

4. Nature of Services

- 4.1 We provide professional Counselling Services in accordance with relevant Australian laws, ethical guidelines, and industry standards.
- 4.2 Counselling involves discussing personal and sensitive matters. While Our Services aim to support Your mental health and wellbeing, We do not guarantee specific outcomes.
- 4.3 Counselling is not a substitute for medical advice, diagnosis, or treatment. You should consult a qualified healthcare professional for medical concerns.
- 4.4 Scope of Practice. We provide counselling and psychotherapy within the limits of Our professional training, experience, supervision, and current professional registration or membership requirements. We do not provide medical, psychiatric, or legal advice. If a presentation falls outside Our scope, We will discuss this with You and, where appropriate, provide information about suitable referral options.

4.5 Duty of Care and Avoidance of Harm. We deliver Our Services with due care, skill and diligence and act in Your best interests. We practise within the limits of Our training and supervision and seek consultation or supervision where appropriate. We take reasonable steps to prevent foreseeable harm. If it becomes apparent that continuing Counselling may be unsafe, unhelpful, or outside Our competence or scope, We will discuss this with You and, with Your consent wherever possible, facilitate referral to a suitable professional or service.

4.6 Professional Boundaries. We maintain clear professional boundaries to protect both Clients and Practitioners. Because We operate within community and faith-based settings, it is possible that We may already know a Client socially. If such a pre-existing connection exists, We will discuss it before Counselling begins to ensure mutual understanding of confidentiality and boundaries, including contact outside sessions and how any community interactions will be managed. We may review such arrangements in professional supervision to ensure ethical and objective practice. In Couples Counselling, both partners are supported equally. Information shared in sessions is generally considered part of the joint therapeutic process. We avoid holding separate or private information that could reasonably affect the joint work. If individual matters arise, We will discuss appropriate ways to address them together or through individual Counselling if required. In Group Counselling, We explain confidentiality expectations at the commencement of the program. While We maintain confidentiality within the limits of the law, We cannot guarantee that other participants will do the same. All participants are asked to respect each other's privacy and to keep shared information confidential. If it becomes clear that professional boundaries cannot be maintained safely, We will discuss options and may recommend referral to another Practitioner.

5. Confidentiality and Privacy

5.1 General Principle. All information disclosed by a Client is treated as confidential. We will not disclose information about You except with Your consent or as otherwise required or authorised by law. We will explain confidentiality and its limits in plain language at intake.

5.2 Circumstances Requiring Disclosure. To meet legal and ethical obligations, confidential information may be disclosed only where necessary, for example:

- where there is a serious or imminent risk of harm to You or another person;
- to prevent or lessen a serious threat to life, health, or safety;
- where We have a mandatory reporting duty (e.g., child safety concerns); or
- where information is lawfully sought under subpoena, court order, or other statutory authority.

Where practicable and appropriate, We will discuss any proposed disclosure with You before acting.

5.3 Consent to Handling and Third-Party Providers. By using Our Services, You consent to Our handling of Your personal information in accordance with the Privacy Policy, including the use of trusted third-party service providers for payment processing, data storage, clinical documentation (including digital note-taking and real-time transcription as described in clause 10.5), and communication. Those providers are required to protect confidentiality and to handle personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs).

5.4 Access to Privacy Policy. You can request to review the Privacy Policy at any time.

5.5 Supervision. We participate in professional supervision to maintain quality and safety. De-identified aspects of Client work may be discussed in supervision. Supervisors and consultants are bound by confidentiality obligations equivalent to those that apply to Us.

5.6 Children and Young People. When counselling involves a Child or Young Person, We respect their right to confidentiality unless there is a significant risk of harm or a legal obligation to disclose information. Any sharing of information with parents, guardians, or statutory services will occur only when lawful and necessary, and We will explain what will be shared and why. Where age and capacity permit, We will involve the young person in decisions about such disclosure.

5.7 Couples Counselling. In Couples Counselling, information shared in sessions is treated as part of the joint therapeutic process. We do not hold separate secrets that would reasonably affect the joint work. Where individual matters arise that require separate attention, We will discuss appropriate options (for example, individual counselling or referral).

5.8 Group Counselling. For group work, We explain confidentiality expectations at the outset. We keep records confidential within the limits of the law; however, We cannot guarantee that other participants will maintain confidentiality outside the group. Participants agree to respect the privacy of others.

6. Client Responsibilities

6.1 You agree to:

6.1.1 Provide accurate, complete, and honest information relevant to Your care;

6.1.2 Attend Sessions on time and participate to the best of Your ability;

6.1.3 Advise Us promptly of any concerns or dissatisfaction with Our Services, in accordance with Our feedback and complaints process (see clause 18).

6.2 You must not attend a Session under the influence of alcohol or illicit substances. If We reasonably believe that such influence may affect safety or therapeutic effectiveness, We may decline to proceed with or may reschedule the Session.

7. Special Circumstances

7.1 Your wellbeing is important to Us. If You are experiencing difficulties (for example, mental health, medical, family, or other personal circumstances), please contact Us as soon as possible. We will work with You to find the most appropriate

solution, such as offering an alternative Session date or time.

7.2 Requests for consideration under special circumstances will be reviewed on a case-by-case basis. We aim to respond within five (5) business days of receiving Your request.

7.3 Requests must be made in writing and emailed to info@vtac.life and remain subject to clause 3 (Bookings and Cancellations), except where We exercise discretion under this clause.

7.4 We may, at Our discretion, waive or reduce cancellation fees in cases of verified medical or compassionate grounds. Any supporting information You provide (for example, a medical certificate) will be handled in accordance with Our Privacy Policy.

8. Force Majeure

8.1 We will not be liable for any delay, failure, or inability to perform Our obligations under these Terms if the delay or failure is caused by an event beyond Our reasonable control, including but not limited to:

(a) an act of nature, lightning, fire, flood, severe weather conditions, or other natural disaster;

(b) strike, lock-out, or other industrial action;

(c) wars, hostilities, terrorist acts, riots, or civil commotion;

(d) compliance with any law, regulation, or order of any governmental body or court;

(e) epidemic, pandemic, illness, or sickness affecting Our counsellors, staff, or a significant proportion of Our Clients;

(f) failures, breakdowns, or interruptions in utilities, information technology, internet, telecommunications, or other communication services; or

(g) any other cause, whether of a kind specified above or otherwise, which is not reasonably within Our control.

8.2 If such an event occurs, We will use reasonable efforts to notify You as soon as practicable and may modify, postpone, or cancel a Session at short notice.

8.3 If We cancel a Session due to a force majeure event, You will be offered the option to reschedule or receive a full refund.

8.4 Refunds for cancellations initiated by You remain subject to clause 3 (Bookings and Cancellations) and the Australian Consumer Law.

8.5 Nothing in this clause excludes or limits any rights or remedies You may have under the Australian Consumer Law.

9. Termination of Services

9.1 You may terminate Counselling at any time.

9.2 We reserve the right to suspend or terminate the Counselling relationship if:

9.2.1 You fail to pay fees due;

9.2.2 You breach these Terms; or

9.2.3 Continuing the Service would be clinically inappropriate, unsafe, or inconsistent with Our professional or ethical obligations.

9.3 Where possible, We will discuss, and if appropriate, provide referral options before ending the Service, consistent with Our duty of care to You.

9.4 Termination or suspension under this clause does not affect any rights or obligations that have already accrued, including payment for Sessions provided.

10. Health and Safety

10.1 If You are in crisis or require urgent support, please contact emergency services on 000 or Lifeline on 13 11 14, or another relevant crisis service. We do not provide crisis intervention or 24-hour support. Telehealth and Counselling Services provided by Us are not suitable for emergencies.

10.2 Counselling Sessions may be provided in-person, online, or via phone ("Telehealth"). We take reasonable steps to ensure privacy and safety in all formats, as outlined in Our Privacy Policy. We use encrypted, reputable platforms and protect Your information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs). While We take all reasonable precautions, We cannot guarantee absolute security of electronic communications. Telehealth is provided only where You have given informed consent as part of Our digital Intake and Consent process.

10.3 You are responsible for ensuring You have a safe, private environment for online and phone Sessions, including the use of a secure internet connection and device. We recommend avoiding public Wi-Fi networks and using a private space where You will not be overheard.

10.4 At the start of any Telehealth Session, We may confirm Your current location and an emergency contact person to support safety and assist emergency response if required.

10.5 We use a secure Australian clinical platform, to assist with clinical note-taking during Sessions, which uses real-time transcription technology to generate accurate clinical notes and does not store or retain the audio once the transcript is created. Only the written transcript and related clinical notes are stored as part of the Client record. These are used solely for clinical documentation and supervision and are managed in accordance with the Privacy Act 1988 (Cth), the APPs, and Our Privacy Policy. The clinical platform complies with the APPs and stores data securely on Australian servers.

11. Appropriate Conduct

11.1 We maintain a zero-tolerance approach to Inappropriate Conduct. This includes physical and non-physical actions such as violence, verbal abuse, threats, harassment, discriminatory remarks, offensive language, or other threatening behaviour.

Our goal is to maintain a safe, respectful, and inclusive environment for everyone, free from bullying, harassment, aggression, and discrimination.

11.2 You agree to act in a peaceful and constructive manner, treat Our team with respect, and follow any reasonable guidelines We provide.

11.3 If We reasonably believe that Your conduct is inappropriate, threatening, or otherwise compromises safety or wellbeing, We may terminate or refuse Service without Refund, subject to Your rights under the Australian Consumer Law.

11.4 Where inappropriate conduct occurs, and where safe and appropriate, We may notify a relevant referring organisation (if applicable) and/or relevant authorities where We are lawfully permitted or required to do so.

11.5 Online Conduct and Social Media. We maintain the same professional standards online as We do within Sessions. We do not provide Counselling, crisis support, or clinical advice through social-media platforms, direct messages, or public comments. To protect Client confidentiality and professional boundaries, We do not accept "friend", "follow", or connection requests from current Clients on personal or professional social-media accounts. If We share a community, faith, or social network, Counselling matters must not be discussed in those settings. Clients may choose to post public reviews or comments about Our Services; however, We will not respond publicly in any way that could identify a therapeutic relationship. We ensure information published by Us online is accurate, respectful, and consistent with professional standards. If content could reasonably cause misunderstanding or harm, We will correct or remove it promptly.

12. Liability and Indemnity

12.1 To the extent permitted by law, neither Veracity Training & Counselling nor Our directors, employees, licensors, contractors, or agents will be liable for any loss, damage, injury, emotional distress, or expense (whether direct, indirect, incidental, special, or consequential) arising from Your use of, or reliance on, Our Services, except to the extent that such liability cannot be excluded under the Australian Consumer Law.

12.2 Our engagement is solely with You. We are not liable to any Third-Party. If You book Our Services on behalf of another person or organisation (including employees, volunteers, or others), You are responsible for ensuring they are informed of, and agree to, these Terms.

12.3 You agree to indemnify and hold harmless Veracity Training & Counselling and Our directors, employees, licensors, contractors, and agents from any claims, liabilities, damages, and expenses (including reasonable legal fees) arising out of or related to (i) Your use of the Services, (ii) Your violation of these Terms, (iii) any booking made on behalf of a Third-Party, or (iv) any claim brought by a Third-Party relating to Your use of the Services, except to the extent caused or contributed to by Our negligence or wilful misconduct, and to the extent permitted by law.

12.4 Nothing in these Terms limits or excludes any rights, guarantees, or remedies You may have under the Competition and Consumer Act 2010 (Cth) or other applicable legislation.

13. Additional Policies

13.1 You agree to comply with Our Privacy Policy, which forms part of these Terms by incorporation and is therefore contractually binding. If there is any inconsistency between these Terms and the Privacy Policy, the Privacy Policy will prevail to the extent necessary to ensure compliance with applicable privacy laws.

13.2 You also acknowledge the existence of Our other internal policy documents, including (without limitation) Our Code of Conduct, Wellbeing Policy, and Psychosocial Policy. These documents guide the way We deliver Our Services and outline the standards of conduct We expect, but they do not themselves form part of this Agreement and are not contractual terms.

13.3 While not contractual, these policy-level documents remain important guidance that We may rely on to manage Our Services and set expectations for behaviour. Updates to these documents may be made by Us from time to time, and changes take effect immediately upon publication on Our website or other official platform.

14. Refunds

14.1 Once a refund is approved, We will process it within seven (7) business days of approval using the same payment method, unless otherwise agreed in writing.

14.2 Refunds are not provided in circumstances other than those set out in these Terms, except where required by law or under the Australian Consumer Law consumer guarantees.

14.3 If a refund is payable because You cancel a Session, any applicable merchant or transaction processing fees incurred by Us may be deducted from the refund, except where prohibited by law. If We cancel a Session, You will receive a full refund with no deduction.

15. Intellectual Property

15.1 All intellectual property rights in Our Services and materials are owned exclusively by Veracity Training & Counselling or Our licensors. All materials provided in the course of Our Services, including worksheets, handouts, and online content, remain Our property. Intellectual property rights are protected under the *Copyright Act 1968 (Cth)*.

15.2 You are permitted to use the materials provided solely for Your personal therapeutic use as intended. You must not copy, reproduce, adapt, modify, share with any Third-Party, publish, sell, or otherwise commercialise any part of the materials without Our prior written consent.

15.3 Some materials provided during Sessions may include or incorporate third-party content under licence. Such materials remain the intellectual property of their respective owners and are provided to You for personal use only.

15.4 Nothing in this clause prevents You from exercising any rights granted under the *Copyright Act 1968 (Cth)*, including fair dealing rights.

16. GST

16.1 All amounts specified in these Terms, any quote, or any invoice are exclusive of Goods and Services Tax (GST). Veracity Training & Counselling is not currently registered for GST, and no GST is charged on Our Services.

16.2 If Veracity Training & Counselling becomes registered for GST in the future, GST will be added to all taxable supplies at the applicable rate, and updated invoices will be issued accordingly.

16.3 All amounts are expressed in Australian dollars (AUD).

17. Notices

17.1 Operational communications (for example, scheduling, reminders, and general updates) may be given by phone, SMS, or email.

17.2 Formal notices under these Terms (including notices of termination, dispute notices, assignment, variation, or legal process) must be in writing and sent by email.

17.3 Our email notice address is info@vtac.life (or as updated on Our website).

17.4 Your email notice address is the address supplied to Us, whether provided directly by You or through a referring agency at the time of booking or as updated by You in writing.

17.5 Your phone notice number is the number supplied to Us, whether provided directly by You or through a referring agency at the time of booking or as updated by You.

17.6 A notice sent by email is taken to be received when it becomes capable of being retrieved by the recipient at the email address to which it was sent, unless an automated undeliverable message is received. We are not responsible for delays caused by spam filters, email security settings, or similar issues beyond Our control.

17.7 A message sent by phone or SMS is taken to be delivered when sent to the number You provided. However, such messages are not valid for giving formal or legal notices, which must comply with clause 17.2.

18. Feedback, Complaints, and Dispute Resolution

18.1 We value feedback from Clients and other stakeholders. You are encouraged to share comments, compliments, or concerns about Our Services at any time so We can address issues promptly and continue to improve.

18.2 If You wish to make a complaint, please contact Us in writing at info@vtac.life. We will acknowledge receipt of Your complaint within five (5) business days and aim to provide a considered response within thirty (30) days wherever possible. We endeavour to resolve all matters respectfully, fairly, and in good faith.

18.3 If a concern cannot be resolved directly, We will provide details of relevant external options. These may include:

- a professional association or regulatory body such as the Psychotherapy and Counselling Federation of Australia (PACFA) or the Australian Counselling Association (ACA), depending on Our membership status; and
- the Office of the Australian Information Commissioner (OAIC) for privacy-related matters.

We will cooperate fully with any external review or investigation.

18.4 All feedback and complaints are handled confidentially and professionally. Raising a complaint will not affect Your ongoing access to Services or the manner in which You are treated by Us.

18.5 If a disagreement arises between You and Us about these Terms or their operation, both parties agree to make reasonable efforts to resolve the disagreement promptly through consultation and negotiation in good faith.

18.6 If the matter cannot be resolved by negotiation, either party may request that the matter be referred to an independent mediator agreed upon by both parties.

18.7 The costs of mediation will be shared equally, unless otherwise agreed in writing.

18.8 Nothing in this clause prevents either party from exercising any rights or remedies available under these Terms or at law, including the right to seek urgent interlocutory or injunctive relief.

19. Assignment

19.1 You must not assign, transfer, or novate any rights or obligations under these Terms, in whole or in part, without Our prior written consent.

19.2 We may assign, transfer, or novate Our rights or obligations under these Terms to a successor, affiliated entity, or service provider by giving notice to You in accordance with clause 17 (Notices), provided that such assignment does not materially prejudice Your rights.

20. Governing Law and Jurisdiction

20.1 These Terms are governed by the laws in force in New South Wales, Australia.

20.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth courts of Australia competent to hear appeals from those courts.

20.3 Clauses relating to Intellectual Property, Confidentiality, Liability and Indemnity, payment obligations, and this clause 20 (Governing Law and Jurisdiction) survive the expiry or termination of these Terms.

21. Changes to Terms and Conditions, Policies and Code of Conduct

21.1 We may update these Terms or Our Privacy Policy from time to time where required by law, professional standards, or operational necessity.

(a) The latest version of these Terms, showing the revision date, will be available at <https://www.vtac.life/vtac-tcs-counselling>.

(b) The latest version of Our Privacy Policy, showing the revision date, will be available at <https://www.vtac.life/vtac-privacy-policy>.

21.2 If We make a material change that significantly affects Your rights or obligations, We will provide reasonable advance notice (normally at least fourteen (14) days) by email in accordance with clause 17 (Notices), unless urgent legal or safety requirements make shorter notice necessary.

21.3 If You reasonably consider a change to have a materially adverse impact on You, You may end Your agreement with Us without penalty by written notice before the change takes effect.

21.4 Non-material or administrative amendments (for example, corrections of typographical errors or updates to contact details) may take effect immediately upon publication.

21.5 Any change made under this clause does not apply retrospectively and does not affect any rights or obligations that accrued before the change.

21.6 Our other internal policy documents, including (without limitation) Our Code of Conduct, Wellbeing Policy, and Psychosocial Policy, are not contractual terms. They may be updated from time to time, and such updates take effect immediately upon publication.

21.7 If You do not agree to a change to these Terms or to Our Privacy Policy, Your sole remedy (other than termination under clause 21.3 where applicable) is to stop using Our Services. Where required by law, the Privacy Policy will prevail to the extent necessary to ensure compliance with applicable privacy obligations.

22. Entire Agreement

22.1 These Terms, together with any quote, invoice, and any policies or documents expressly incorporated by reference (including Our Privacy Policy), constitute the entire agreement between You and Us and supersede all prior discussions, representations, or agreements relating to the same subject matter.

22.2 No representations, warranties, or understandings have effect unless expressly included in these Terms, to the extent permitted by law.

23. Severability

23.1 If any provision of these Terms is found to be invalid, illegal, or unenforceable, that provision will be severed or read down to the extent necessary to make it valid and enforceable. The remainder of the Terms will continue in full force and effect.

23.2 It is the intention of the parties that these Terms remain valid and enforceable to the fullest extent permitted by law.

24. No Waiver

24.1 A failure or delay by either party to exercise any right, power, or remedy under these Terms does not constitute a waiver of that right, power, or remedy.

24.2 A single or partial exercise of a right, power, or remedy does not prevent any further or future exercise of that right, power, or remedy or the exercise of any other right, power, or remedy.

25. Disclaimer

25.1 We deliver Our Services with due care and skill in accordance with relevant professional standards. However, Veracity Training & Counselling does not provide medical advice or medical diagnoses.

25.2 Our Services are not, and should not be considered, a substitute for professional medical advice, diagnosis, or treatment from a registered doctor or other qualified health professional. If You have medical or psychiatric concerns, You should seek advice from an appropriately qualified practitioner.

25.3 While We take reasonable care to ensure that information provided is accurate and evidence-based, We accept no responsibility for any diagnoses made, actions or inactions taken, or conclusions drawn by You or any Third Party based on that information. You remain responsible for how You interpret and apply any information provided during or after Counselling.

25.4 Nothing in this Disclaimer excludes, restricts, or modifies any rights, guarantees, or remedies which cannot be lawfully excluded under the *Competition and Consumer Act 2010 (Cth)* or the Australian Consumer Law.

26. Interpretation

26.1 Headings are for convenience only and do not affect interpretation.

26.2 A reference to "including" or similar expressions means "including without limitation".

26.3 A reference to a party includes that party's executors, administrators, successors, permitted assigns, or trustees.

26.4 A reference to any statute, regulation, or other law includes that law as amended, re-enacted, consolidated, replaced, or supplemented, and any subordinate or delegated legislation made under it.

26.5 If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

26.6 The singular includes the plural and vice versa.

26.7 Capitalised terms have the meanings given in the Definitions section.

27. Definitions

For the purposes of these Terms and Conditions, the following expressions have the meanings set out below:

ACL means the *Australian Consumer Law*, being Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*.

Agreement means the agreement formed by these Terms between You and Us.

Arrival or Arrive means the Client's commencement of a Session, whether by physically attending the designated premises (for in-person Sessions), joining the online meeting link (for online Sessions), or answering the scheduled phone call (for phone Sessions).

Business Day means a day that is not a Saturday, Sunday, or public holiday in New South Wales, Australia.

Company (or **VTAC**) means Veracity Training & Counselling or Veracity Training Services (ABN 197 387 561 07), referred to in these Terms as "We", "Our", or "Us."

Counselling Services means the counselling and psychotherapy Services described in clause 4, delivered in-person or via Telehealth, and forming part of the Services.

Force Majeure has the meaning given in clause 8.1 and includes any event or circumstance beyond the reasonable control of the affected party.

Inappropriate Conduct means any behaviour that is abusive, threatening, harassing, discriminatory, offensive, or otherwise inconsistent with maintaining a safe, respectful, and inclusive Session or therapeutic environment, and includes any conduct described in Our Code of Conduct or other relevant policy.

Intake and Consent Form means the digital or paper-based intake, consent, and onboarding form issued by Us from time to time.

Intellectual Property means copyright, know-how, inventions, processes, confidential information, trademarks, designs, and patents (whether registered, unregistered, or applied for), in any form and whether existing now or in the future, together with the entire copyright in all works.

Privacy Policy means Our Privacy Policy as published at <https://www.vtac.life/vtac-privacy-policy> and as amended from time to time.

Refund means a repayment made in accordance with clause 14 (Refunds).

Services means the provision of Counselling and related professional services by Us, including administrative, educational, or digital components reasonably incidental to those Services.

Session means a scheduled Counselling appointment (whether in-person, online, or via phone) booked by You with Us.

Special Circumstances means compassionate, medical, or other serious circumstances notified to Us under clause 7 that, in Our discretion, justify waiver or reduction of fees.

Telehealth means the delivery of Counselling Services via video, online platform, or telephone, rather than in-person.

Terms means these Terms and Conditions, as amended from time to time.

Third Party means any person or entity not a party to this Agreement.

You or Your means the Client who books, purchases, or uses the Services.

28. Contact Us

If You have any questions or concerns about these **Counselling - Terms and Conditions**, please contact Us at Veracity Training & Counselling; Email: info@vtac.life