

## Counselling - Terms and Conditions (COUNSELLING) ("Terms"):

### 1. Acceptance of Terms

1.1 Veracity Training & Counselling (ABN 19738756107), trading under the business names Veracity Training & Counselling and Veracity Training Services, is referred to in these Terms as the "Company", "We", "Our", or "Us". By confirming a booking with Us, the Contracting Party enters into these Terms and Conditions ("Terms") with Us and agrees to be bound by them, together with Our Privacy Policy, which forms part of these Terms by incorporation and is contractually binding. Where the Client is a different person from the Contracting Party, these Terms also apply to the Client to the extent they govern the delivery of the Services, confidentiality, privacy, conduct, safety, and other matters relating to the Client's participation in the Services. 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 clause 27 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. Completion of Our Intake and Consent Form is a condition precedent to the delivery of Counselling Services. By confirming Your booking, You agree to complete the Intake and Consent Form prior to Your first Session. Where the Intake and Consent Form has been completed, it forms part of Your agreement with Us to the extent of any express consents You have given. We reserve the right to delay or decline the commencement of a Session where the Intake and Consent Form has not been completed.

1.5 Contracting Party and Client: For the purposes of these Terms:

(a) "Contracting Party" means the person or entity that books, arranges, or pays for the Services and enters into this Agreement with Us; and

(b) "Client" means the individual who receives the counselling services.

The Contracting Party and the Client may be the same person (for example, where an individual books and attends their own counselling session) or different persons (for example, where a parent, guardian, employer, referring agency, or other authorised representative books or pays for counselling services on behalf of another individual).

Where the Contracting Party and the Client are different persons:

(i) the Contracting Party is responsible for all booking, administrative, and payment obligations under these Terms; and  
(ii) the Client is the recipient of the counselling services and holds all rights relating to confidentiality, privacy, and the therapeutic relationship, subject to applicable law and the limits of confidentiality set out in these Terms and Our Privacy Policy. Nothing in these Terms permits the disclosure of the Client's personal or sensitive information to the Contracting Party except as permitted or required by law, or with the Client's informed consent.

Unless the context otherwise requires:

(A) references to "You" or "Your" in clauses dealing primarily with booking, payment, cancellation, refunds, notices, assignment, and other commercial or administrative matters mean the Contracting Party; and

(B) references to "You" or "Your" in clauses dealing primarily with counselling, confidentiality, privacy, telehealth, safety, conduct, complaints, or other clinical or service-delivery matters mean the Client.

Where the Contracting Party and the Client are the same person, references to "You" and "Your" apply to that person in both capacities.

1.6 Where a person or organisation arranges or pays for Services on behalf of a Client, administrative and payment obligations may be managed with that party; however, the therapeutic relationship, confidentiality obligations, and clinical duties are owed solely to the Client receiving the Services, subject to applicable law and agreed consent arrangements.

1.7 Where a Client is under 18 years of age but, in Our reasonable professional judgment, has sufficient maturity and understanding to understand the nature, purpose, and reasonably foreseeable consequences of the proposed Counselling Services and to make informed decisions about their care (commonly referred to as "Gillick competence"), We may provide Counselling Services based on the Client's own consent, to the extent permitted by applicable law. In such circumstances, We will handle confidentiality, parental involvement, and information sharing in accordance with the Client's rights, applicable law, and Our Privacy Policy.

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### 2. Payment

2.1 Payment in full is required at the time of booking, unless otherwise agreed in writing at the time of booking or unless You authorise payment to be processed later through a payment or practice management platform made available by Us in accordance with clause 2.2A. A booking is not secured or confirmed until We have either received payment in full in accordance with clause 2.4 or received a payment authority from You for payment to be processed later in accordance with the relevant booking or payment workflow made available by Us.

2.2 Payments for Services are charged on a **Standard Rate** basis and may be made by Credit/Debit Card (including Visa and Mastercard, with no surcharge applied by Us), PayID or Direct Bank Deposit, unless otherwise agreed in writing. The

amount notified to You at the time of booking or otherwise stated on Our invoice is the total and final amount payable for the Services using those payment methods, subject to any rights You may have under the Australian Consumer Law.

2.2A Where We make available a payment or practice management platform that allows card details to be stored for payment purposes, You may choose to provide or store Your credit or debit card details in that platform for the purpose of paying for Services. Where You do so, or where You expressly authorise Us to enter those details on Your behalf, You authorise Us to use those stored details to process payment for Services, cancellation fees, or other amounts properly payable under these Terms, in accordance with the payment settings, booking workflow, invoice terms, or other authority given by You at the time of booking or payment. This clause does not authorise Us to charge any amount not otherwise properly payable under these Terms, and does not limit any rights You may have under the Australian Consumer Law.

2.2B If We or Our staff enter card details on Your behalf, We will do so only with Your express authority. You are responsible for ensuring that any payment details You provide, whether entered by You or by Us on Your behalf with Your authority, are accurate, current, and lawfully provided for use in connection with the Services.

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 taken to be received only when cleared in Our nominated account or, for credit or debit card payments processed through a payment method or platform made available by Us, when the payment has been successfully processed and not declined or reversed. For clarity, where a booking is secured on the basis of a payment authority referred to in clause 2.1, funds are not taken to be received until this clause 2.4 is satisfied.

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), subject to any rights You may have under the Australian Consumer Law.

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### **3. Bookings and Cancellations**

3.1 Bookings can be made via Our online booking system, by phone, or in person and are only secured or confirmed in accordance with clause 2.

3.2 We require at least forty-eight (48) hours' notice before the scheduled start time of a Session to cancel or reschedule that Session. For the purposes of this clause, a reference to "hours" means the period immediately preceding the scheduled start time of the Session. A cancellation or rescheduling request is effective when it is received by Us through Our online booking system, by email, by phone, or in person.

3.3 Where You cancel or reschedule a Session more than forty-eight (48) hours before the scheduled start time, no cancellation fee will apply. If the Session is rescheduled, any amount already paid may be applied to the rescheduled Session. If the Session is cancelled, any approved Refund will be processed in accordance with clause 14, subject to any rights You may have under the Australian Consumer Law.

3.4 Cancellations or rescheduling requests received at or within forty-eight (48) hours before the scheduled start time of a Session, or failure to attend a Session, may incur a cancellation fee not exceeding the Session fee, unless We determine that Special Circumstances apply under clause 7. This fee represents a genuine pre-estimate of Our reasonably foreseeable loss, taking into account factors such as the reservation of the appointment time which cannot reasonably be re-allocated at short notice, practitioner preparation time, and fixed operational costs associated with the Session. Where We are able to reallocate the appointment time to another fee-paying Client, or otherwise mitigate Our loss, We will reduce the cancellation fee to reflect Our actual loss, including reasonable administrative costs.

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 charge a fee not exceeding the Session fee, reflecting the loss likely to be incurred by Us, including the inability to use the reserved appointment time, practitioner preparation time, and reasonable administrative costs. If We decide to proceed with the Session despite Your late arrival, the Session will still end at the originally scheduled finish time and will not be extended. Where We are able to mitigate that loss, We will reduce the fee accordingly. Exceptional circumstances (for example, medical emergencies or major transport disruption) may be considered under clause 7 (Special Circumstances). We will always attempt to accommodate You where safe and practicable, recognising that travel or other difficulties can arise. We encourage You to contact Us promptly if delayed, so We can make reasonable efforts to adjust scheduling.

3.6 Subject to clause 8, if We must cancel or reschedule a Session for reasons other than a force majeure event, We will provide as much notice as possible and offer an alternative date/time, subject to availability. If We cancel a Session for reasons other than a force majeure event, You will receive a full refund without any deduction of merchant or transaction fees.

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### **4. Nature of Services**

4.1 We provide professional Counselling Services in accordance with relevant Australian laws, ethical guidelines, and industry standards. We aim to deliver Services in a respectful, trauma-informed, culturally safe, and inclusive manner,

recognising that Clients may bring diverse identities, backgrounds, values, beliefs, relationships, and lived experiences to the counselling process.

4.2 Counselling involves discussing personal and sensitive matters and outcomes can vary between individuals. While Our Services aim to support Your mental health and well-being, We do not guarantee specific outcomes or results.

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 seek to support Your wellbeing through safe, ethical, and professionally appropriate counselling practice. 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 the Counselling Services may be unsafe, unhelpful, or outside Our competence or scope, We may pause, decline to continue, or end the Counselling Services, and We will discuss this with You. Where appropriate, We may provide information about alternative support options or referral pathways and, with Your consent wherever required or practicable, facilitate referral to a suitable professional or service.

4.6 Professional Boundaries. We maintain clear professional boundaries to protect both Clients and practitioners.

**Counselling Services are provided within booked Sessions only, whether in-person or via Telehealth, unless We expressly agree otherwise in writing. Contact outside Sessions (including by email, SMS, phone call, voicemail, or other messaging channels) is primarily for administrative purposes such as booking, rescheduling, payment, forms, or other practice matters. We do not provide ongoing counselling, crisis support, or therapeutic advice through those channels outside booked Sessions unless We expressly agree otherwise in writing. We are not continuously available outside Sessions, and those communication channels must not be relied upon for urgent, crisis, or emergency support.** If You require immediate assistance, You should follow the crisis and emergency pathways set out in clause 10.1. If We become aware of information outside a Session that reasonably indicates a serious and immediate safety concern, We may take reasonable steps consistent with Our professional and ethical obligations; however, this does not create an obligation to provide counselling support outside booked Sessions. 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, and the counselling process is conducted as a joint therapeutic engagement. Information shared in sessions is generally treated as part of that joint process. We do not hold separate or undisclosed information that would reasonably affect the joint work without prior discussion and agreement with both parties. Where individual sessions are conducted in the context of Couples Counselling, the approach to confidentiality, record-keeping, and the use of any information in joint sessions will be explained clearly at the outset and agreed with both parties. If information disclosed in an individual session would significantly affect the therapeutic process, We will discuss this with the disclosing party, explain the implications, and seek consent to share the information in a manner that supports the joint work. Disclosure without consent will only occur where required by law or where necessary to prevent serious and/or imminent risk of harm. 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 suitably qualified practitioner.

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## 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 reasonably necessary, for example:

- (a) where there is a serious threat to Your life, health, or safety, or that of another person;
- (b) where We have a mandatory reporting duty (e.g., child safety concerns); or
- (c) 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. We handle personal information in accordance with Our Privacy Policy, the Privacy Act 1988 (Cth), the Australian Privacy Principles, and, where applicable, the Health Records and Information Privacy Act 2002 (NSW) (HRIP Act). Where consent is required for the collection, use, disclosure, or other handling of personal or sensitive information, including any consent relating to clinical documentation tools or transcription functionality, We will seek that consent expressly through Our Intake and Consent Form or otherwise in writing or verbally

where appropriate and permitted by law. Where the Contracting Party and the Client are different persons, the Client's confidentiality, privacy rights, and control over personal and sensitive information prevail. For the avoidance of doubt, no consent given by a Contracting Party permits access to, or disclosure of, the Client's personal or sensitive information unless the Client has provided their own informed consent or disclosure is otherwise required or authorised by law. We may engage trusted third-party service providers for functions such as payment processing, secure communications, data storage, practice administration, and clinical documentation. Some of those service providers may store or process information outside Australia, as described in Our Privacy Policy. Where We disclose personal information to an overseas recipient, We will take such steps as are reasonable in the circumstances to ensure that the information is handled consistently with applicable privacy obligations, unless an exception under applicable privacy law applies, noting that any disclosure of health information overseas remains subject to Our accountability under the Australian Privacy Principles and, where applicable, the HRIP Act. Where personal information includes Sensitive Information collected in connection with Counselling Services (including health information, clinical records, and clinical notes), any disclosure to overseas recipients will be subject to the Client's explicit and informed consent where required by applicable law, and that consent will be obtained through Our Intake and Consent Form or otherwise where permitted by law. Acceptance of these Terms or engagement with Our Services alone does not constitute such consent. Where We rely on consent for overseas disclosure, We will take reasonable steps to ensure that the relevant individual is informed of the relevant consequences of that disclosure before providing consent. We remain responsible for Our own privacy obligations in relation to personal information handled in connection with the Services.

5.4 Access to Privacy Policy. The current version of Our Privacy Policy is available on Our website, and You may request a copy at any time.

5.4A You may request access to, and correction of, Your personal information and health information in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles, the Health Records and Information Privacy Act 2002 (NSW) where applicable, and Our Privacy Policy.

5.5 Supervision. We participate in professional supervision to maintain quality and safety. De-identified aspects of Client work may be discussed for supervision purposes. 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.

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## 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 extent You are able;

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 in a manner that is significantly affected by alcohol or other substances where this may impair safety, capacity, or therapeutic effectiveness. If We reasonably believe that such impairment is present, We may decline to proceed with or may reschedule the Session. Where appropriate, We will discuss the safest next step with You.

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## 7. Special Circumstances

7.1 Your well-being 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 as soon as reasonably practicable, and typically within five (5) business days of receiving Your request.

7.3 Requests must be made in writing and emailed to [info@vtac.life](mailto: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.

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## 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.

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## 9. Termination of Services

9.1 You may choose to stop Counselling at any time, subject to any fees or obligations that have already accrued under these Terms. Where appropriate, We encourage You to discuss this with Us so that We can support a safe and considered transition.

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 Counselling Services 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 Counselling Services, 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.

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## 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, and Our Counselling Services, including Telehealth, are not suitable as a substitute for emergency services.** However, if a Client presents in crisis during a Session, We will take reasonable steps consistent with Our professional and ethical obligations, which may include encouraging or directing the Client to contact emergency services or a crisis service, and, where reasonably necessary and practicable, contacting emergency services on the Client's behalf using the location and emergency contact information confirmed under clause 10.4.

10.2 Counselling Services may be delivered in-person, online, or via phone ("Telehealth"). We take reasonable steps to support privacy and safety in all formats, as outlined in Our Privacy Policy. We handle Your information in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles (APPs), and, where applicable, the Health Records and Information Privacy Act 2002 (NSW). While We take reasonable steps to protect the privacy and security of electronic communications, We cannot guarantee absolute security. Telehealth Services are provided only where You have given informed consent through Our Intake and Consent Form or otherwise where appropriate and permitted by law. You acknowledge that Telehealth may involve limitations, including reduced ability to observe non-verbal cues, technical disruptions, or environmental factors outside Our control.

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 clinical platform to assist with clinical note-taking during Sessions. This platform may use real-time transcription functionality to generate draft clinical notes or draft transcripts. Where We use real-time transcription functionality, audio is transcribed as the Session occurs and is not retained as part of the Client record once transcription has occurred. Draft transcripts or draft notes generated through that functionality may be reviewed for the purpose of preparing clinical documentation; however, to the extent permitted by the platform functionality, Our recordkeeping practices, and applicable law, We retain as part of the Client record only the clinical notes, finalised documentation, and any transcript or extract that We reasonably determine is necessary for clinical documentation, supervision, related practice administration, or legal compliance. We do not intentionally retain draft transcripts beyond that purpose. If We use any functionality that involves storage of an audio recording beyond real-time transcription, We will do so only with Your explicit and informed consent where required by applicable law. Prior to the use of any transcription functionality, We will

obtain Your explicit and informed consent through Our Intake and Consent Form or otherwise where appropriate and permitted by law. You may withdraw Your consent to transcription at any time, and We will take reasonable steps to disable transcription for Your Sessions where requested. You acknowledge that the use of secure digital note-taking and, where applicable, real-time transcription forms part of Our current operational model for delivering Counselling Services. If You do not consent to that use, or later withdraw Your consent, We will consider in good faith whether We can continue to provide Services safely, appropriately, and operationally effectively without that functionality. Where We reasonably determine that We cannot do so, We may decline to commence, pause, or end future Services, and, where appropriate, discuss alternative arrangements or referral options with You. These records are used solely for clinical documentation, supervision, and related practice administration and are managed in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles (APPs), the Health Records and Information Privacy Act 2002 (NSW) where applicable, and Our Privacy Policy. We take reasonable steps to ensure that any clinical platform used for these purposes operates securely and in a manner consistent with applicable privacy obligations. We remain responsible for the use of any clinical tools or platforms engaged in the delivery of Our Services.

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## **11. Appropriate Conduct**

11.1 We do not tolerate 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, 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 well-being, We may pause, end, suspend, or refuse Counselling Services (including any Session or future Services) where reasonably necessary to protect safety and well-being. Any refund will be considered in light of the circumstances, these Terms, and any rights You may have under the Australian Consumer Law.

11.4 Where inappropriate conduct occurs, and where reasonably necessary and safe to do so, 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.

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## **12. Liability and Indemnity**

12.1 To the extent permitted by law, We are not liable for any indirect, incidental, special, or consequential loss (including, without limitation, loss of income, loss of opportunity, or reputational damage) arising from Your use of, or reliance on, Our Services. Nothing in this clause excludes or limits liability to the extent that such loss or damage is caused by Our negligence, breach of professional duty, wilful misconduct, or any liability that cannot be excluded under the Australian Consumer Law.

12.2 Our contractual relationship for booking, administrative, and payment purposes is with the Contracting Party. However, where the Client is a different person from the Contracting Party, the therapeutic relationship, confidentiality obligations, privacy obligations, and clinical duties arising from the Counselling Services are owed to the Client receiving those Services. Except to the extent required by law, We do not assume liability to unrelated Third Parties. If You arrange Services on behalf of another person, You warrant that You have authority to do so and are responsible for ensuring that any information You provide to Us for that purpose is accurate and authorised.

12.3 You agree to indemnify and hold harmless Veracity Training & Counselling and Our directors, employees, licensors, contractors, and agents from any loss, liability, damage, or expense (including reasonable legal costs actually incurred by Us) arising from a successful claim brought by a Third Party, to the extent that such claim arises directly from (i) Your breach of these Terms, (ii) inaccurate or incomplete information provided by You, (iii) any booking made on behalf of a Third Party without authority, or (iv) any unlawful or wilfully wrongful act or omission by You in connection with the Services. This indemnity does not apply to the extent that the claim, or the loss, liability, damage, or expense, is caused or contributed to by Our negligence, breach of professional duty, wilful misconduct, breach of law, or other act or omission by Us, and applies only to the extent permitted by law.

12.4 You acknowledge that certain supporting policies (including but not limited to Our Code of Conduct, Well-Being Policy, Psychosocial Policy, and Media Policy) do not form part of this Agreement as standalone contractual documents. However, the behavioural standards and expectations reflected in those policies are incorporated into these Terms to the extent necessary to support safe, ethical, and appropriate delivery of Our Services. You agree to comply with reasonable standards of conduct consistent with those policies while engaging in Counselling Services. Where conduct is inconsistent with those standards, We may take reasonable action as permitted under these Terms, including modifying, pausing, or ending

Services where necessary to protect safety, professional integrity, or the therapeutic environment, subject to any rights You may have under applicable law.

12.5 Nothing in these Terms excludes, restricts, or modifies any right, guarantee, or remedy conferred on You or the Client by the Australian Consumer Law or any other applicable law to the extent that such right, guarantee, or remedy cannot lawfully be excluded, restricted, or modified.

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### **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, Well-Being 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 may be used by Us as internal guidance in delivering Services and in maintaining safe, respectful, and professionally appropriate practice. Any update to those documents does not of itself amend these Terms, create a new fee, expand a cancellation right, reduce any Refund entitlement, or otherwise alter the parties' contractual rights or obligations unless the relevant change is expressly incorporated into these Terms in accordance with clause 21 or is required by law.

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### **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, the amount of that Refund is governed by clause 3 and subject to any rights You may have under the Australian Consumer Law. If We cancel a Session, any Refund payable is governed by clause 3.6 or clause 8.3, as applicable.

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### **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.

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### **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).

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### **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. For clarity, this clause does not apply to operational communications or requests that these Terms expressly permit to be made by another method, including any cancellation or rescheduling request made in accordance with clause 3.2.

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

17.4 Your email notice address is the email address most recently supplied to Us by You. Where a referring agency or other authorised representative provides contact details on Your behalf, We may rely on those details only to the extent permitted by law and consistent with Your authority, consent, and Our Privacy Policy.

17.5 Your phone notice number is the number most recently supplied to Us by You. Where a referring agency or other

authorised representative provides contact details on Your behalf, We may rely on those details only to the extent permitted by law and consistent with Your authority, consent, and Our Privacy Policy.

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. If an email is sent after 5:00 pm on a Business Day, or on a day that is not a Business Day, it is taken to be received at 9:00 am on the next Business Day. 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 it is sent to the number You provided. If a phone or SMS message is sent after 5:00 pm on a Business Day, or on a day that is not a Business Day, it is taken to be delivered at 9:00 am on the next Business Day. However, such messages are not valid for giving formal or legal notices, which must comply with clause 17.2.

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## **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](mailto: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) 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;

(b) the Office of the Australian Information Commissioner (OAIC) for privacy-related matters under the Privacy Act 1988 (Cth); and

(c) where applicable, the NSW Privacy Commissioner or the Information and Privacy Commission NSW in relation to health information privacy matters under the Health Records and Information Privacy Act 2002 (NSW).

We will cooperate fully with any external review or investigation.

18.4 All feedback and complaints are handled confidentially and professionally to the extent permitted by law. Raising a complaint will not of itself result in adverse treatment. However, nothing in this clause prevents Us from taking reasonable clinical, safety, legal, or operational steps where required, including steps necessary to manage risk, maintain professional boundaries, comply with law, or determine whether Services can safely and appropriately continue.

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 mediation. The mediator will be agreed upon by the parties where possible. If the parties are unable to agree on a mediator within seven (7) days of a request for mediation, either party may request that a mediator be appointed by the President of the Law Society of New South Wales (or any successor office).

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.

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## **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.

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## **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 The following clauses survive the expiry or termination of these Terms: clause 5 (Confidentiality and Privacy), clause 12 (Liability and Indemnity), clause 15 (Intellectual Property), clause 18 (Feedback, Complaints, and Dispute Resolution), clause 20 (Governing Law and Jurisdiction), clause 23 (Severability), and any payment obligations that have accrued prior to termination.

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## **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, privacy compliance, clinical safety, or genuine operational necessity.

21.2 Subject to clause 21.3, the version of these Terms in force at the time a booking is confirmed will continue to govern that booking and the Services supplied under it. For ongoing therapeutic engagements involving future Sessions booked

after a revised version takes effect, the revised version will apply only to those future bookings from the date stated in the updated document.

21.3 If a change is required to comply with law, to address privacy or safety risks, or to prevent material clinical or operational harm, We may apply that change to an existing engagement on reasonable notice, or immediately where urgent action is reasonably necessary.

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

21.5 If You reasonably consider a change under clause 21.4 to have a materially adverse effect, You may end the agreement for future Services by written notice before the change takes effect, without penalty other than fees already properly incurred under these Terms.

21.6 Non-material or administrative amendments, including correction of typographical errors, formatting changes, updates to contact details, or clarifications that do not materially reduce rights or increase obligations, may take effect immediately upon publication.

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

21.8 Our other internal policy documents, including without limitation Our Code of Conduct, Well-Being Policy, and Psychosocial Policy, are not contractual terms. They may be updated from time to time as internal guidance documents, but those updates do not amend these Terms unless expressly incorporated in accordance with this clause.

21.9 The current version of these Terms, showing the revision date, will be available at <https://www.vtac.life/vtac-tcs-counselling>. The current version of Our Privacy Policy, showing the revision date, will be available at <https://www.vtac.life/vtac-privacy-policy>.

21.10 Nothing in this clause excludes or limits any rights You or the Client may have under the Australian Consumer Law, the Privacy Act 1988 (Cth), or any other applicable law.

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## 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.

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## 23. Severability

23.1 If any provision of these Terms is found to be invalid, illegal, or unenforceable in any jurisdiction, that provision will be read down or severed only to the minimum extent necessary to make it valid and enforceable. If part of a provision is invalid, illegal, or unenforceable, the remainder of that provision will remain effective. The remainder of these 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.

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## 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.

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## 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 in connection with the Services is accurate, clinically appropriate, and evidence-informed, We do not accept responsibility for decisions made by You or any Third Party independently of Our professional advice, or for actions taken contrary to Our recommendations. Nothing in this clause excludes or limits liability for loss or damage to the extent caused by Our negligence, breach of professional duty, wilful misconduct, or any liability that cannot lawfully be excluded or limited.

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.

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## 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, authorised representatives, and 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.

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## 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 the Contracting Party and Us, together with any rights and obligations that these Terms expressly confer on or apply to the Client.

**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.

**Client** means the individual who receives counselling services from Us.

**Company** means Veracity Training & Counselling (ABN 19738756107) trading under the business names Veracity Training & Counselling and Veracity Training Services, referred to in these Terms as "We", "Our", or "Us".

**Contracting Party** means the person or entity that books, arranges, or pays for the Services and enters into this Agreement with 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 may include conduct of a similar kind described in Our Code of Conduct or other relevant policy documents.

**Intake and Consent Form** means the digital or paper-based form issued by Us from time to time for client intake, consent, and onboarding purposes, including the Client Intake Form, the Informed Consent Form, and any equivalent replacement form used by Us.

**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.

**Standard Rate** means the price for Services charged by Us on the basis that the amount notified at the time of booking or otherwise stated on Our invoice is the total and final amount payable for the Services using the payment methods We permit for that pricing basis, subject to any rights You may have under the Australian Consumer Law.

**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 that is not a party to this Agreement and is not the Client unless the context expressly treats the Client as distinct from the Contracting Party.

**You or Your** has the meaning given in clause 1.5. Where the context concerns booking, payment, cancellations, refunds, notices, assignment, or other administrative or commercial matters, it refers to the Contracting Party. Where the context concerns counselling, confidentiality, privacy, telehealth, safety, conduct, complaints, or other clinical or service-delivery matters, it refers to the Client. Where the Contracting Party and the Client are the same person, it refers to that person in both capacities.

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## 28. Contact Us

28.1 If You have any questions or concerns about these **Counselling - Terms and Conditions**, please contact Us at Veracity Training & Counselling; Email: [info@vtac.life](mailto:info@vtac.life). We will respond within a reasonable time.

28.2 If Your concern relates to privacy, and cannot be resolved with Us, You may refer to clause 18 for further information regarding complaint handling and external review options.



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