Private Counselling Services

**PRIVACY, CONFIDENTIALITY and T&C’s**

**PRIVACY**

Private Counselling Services comply with the Privacy Legislation Acts of the Commonwealth, State and Territory Governments of Australia and in accordance with the Acts we recognise each person’s right to privacy and confidentiality. Your privacy is important to us, and maintaining confidentiality at the highest level is paramount.
As such:
Only relevant personal information will be collected with prior Consent.
All confidential information will be archived or disposed of securely.
We do not sell or share email addresses or any other information collected.

For further information on the Privacy Act 1988 and all amendments, including the National Privacy Principles from the Privacy Amendment Private Sector) Act of 2000, please go to The Office of the Australian Information Commissioner (OAIC): <http://www.oaic.gov.au/privacy/about-privacy>.

**TERMS AND CONDITIONS (T & C)**

Please read the terms of use carefully. If you agree to Private Counselling Services’ Terms and Conditions (T & C) you can use the services offered. If you do not wish to be bound by the T & C, you cannot use the counselling services. By making a purchase, you are agreeing to Private Counselling Services’ T & C.

**CONFIDENTIALITY REQUIREMENTS AND LIMITATIONS**

According to Counselling Professional Ethical Guidelines the personal information you discuss in counselling sessions is confidential. No information will be released without your authorisation. However, there are situations in which Private Counselling Services is legally required to override confidentiality. Specifically, if you reveal information that indicates a clear and immediate danger of injury to yourself or others, illegal activity, or the abuse of a child. Counsellors are required to release records if subpoenaed by a court order.

**ARCHIVING YOUR INFORMATION**

This is standard practice for any Counselling Service and required by law. We need to archive your information in a secure and locked section either electronically or in a locked physical cabinet for a period of 7 years. It will not be accessed unless required by law or from you through the Freedom of Information Act. Your information will be destroyed after 7 years from the last client contact, by electronic deletion and/or shredding.

**RECORDING SESSIONS**

Private Counselling Services hereby notifies consent is not given to the recording of any Appointments, video and/or phone communication without written agreement by Private Counselling Services. Any illegal recordings will be deemed in breach of Private Counselling Services’ T & C and current Australian legislation.

**ETHICS and PROFESSIONAL GUIDELINESS**

Private Counselling Services shall adhere to the relevant professional Code of Ethics and Code of Conduct as provided by the Australian Counselling Association Inc. (ACA) and Counsellors Victoria Inc.

**COURT AND LEGAL ACTION**

To the extent permitted by law, Private Counselling Services will not participate, and/or provide client notes or documents, and/or attend, and/or provide character statements, and/or submit reports for any court or legal actions you may be part of, unless this is part of the contract agreement.

 **CLIENT RESPONSIBILITY & GENERAL INFORMATION**

Individual counselling sessions are a full 60 minutes and a full 90 minutes, payment is inclusive of GST. For online services, payment must be made prior to a consultation. Face to face services will be paid at the time of attendance.

*Victims of Crime Assistance Tribunal (VOCAT) funded clients will be required to sign VOCAT Counselling Consent and Invoice documents.*

**Cancellation or Change of Appointment:
Private clients** - 50% consult cost will be incurred should notification be within 24 hours. Should no notification be provided, full consult costs will be incurred.
**Victims of Crime clients** - you will be responsible for payment for a $40.00 administration charge should notification be within 24 hours. Court reports will not be released until outstanding fees are paid. The full consult fee will be charged to the VOCAT.

**VOCAT court reports are written for the sole purpose of your application and are not transferable. Court reports will not be released to clients.**

We ask you to accept personal responsibility for missed appointments.

**Private Counselling Services will make every effort to return your call or email**

**within 24 hours during our business week.**

**HOW WE NOTIFY YOU of CHANGES to OUR POLICY**
If we decide to change any of the terms of our privacy policy, we will post those changes on our website so customers are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. If at any point we decide to use personally identifiable information in a manner different from that stated at the time it was collected, we will notify clients. You the client will have a choice as to whether or not we use your information in this different manner. We will use information in accordance with the privacy policy under which the information was collected.

**ADDITIONAL RIGHS AND RESPONSIBILITES**

In addition to your right to confidentiality, you have the right to end your counselling at any time, for whatever reason and without any obligation, with the exception of payment of fees for services already provided.

You have the right to question any aspect of your service with your therapist. You also have the right to expect that your counsellor will maintain professional and ethical boundaries by not entering into other personal, financial, or professional relationships with you.

Private Counselling Services reserves the right to discontinue counselling at any time including, but not limited to, a violation by you of the T & C; a change or re-evaluation by Private Counselling Services of your therapeutic needs; Private Counselling Services ability to address those needs, or other circumstances that lead Private Counselling Services to conclude in its sole and absolute discretion that your counselling needs would be better served at an another service. Under such circumstances, Private Counselling Services will suggest an appropriate and supportive way for you to move forward.

**COMPLAINTS**

Should you have any concerns about the management of your personal information or have a complaint, please contact Private Counselling Services directly. We welcome the opportunity to discuss your concerns and negotiate a fair outcome.

I hereby accept services from Private Counselling Services under the terms and conditions, which have been reviewed by me:

* I have read and understand the therapy policies and informed consent. I understand the limits of confidentiality and mandated reporting by my therapist. I understand that emails, texting, online videoing and mobile phone conversations are not guaranteed as confidential. I understand the financial responsibility and fees charged.