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

**PRIVACY**

Private Counselling Services and PCS Forensics Pty Ltd (We, Us) 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*](http://www.oaic.gov.au/privacy/about-privacy)*.*

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

Please read the terms of use carefully. If you agree to the 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 services offered. By making a purchase, you are agreeing to all 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 We are 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. Therapists 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.

**ETHICS and PROFESSIONAL GUIDELINESS**

We shall adhere to the relevant professional Code of Ethics and Code of Conduct as provided by the Australian Counselling Association Inc. (ACA); the Health Complaints Commissioner (HCC), and Government requires.

**COURT AND LEGAL ACTION**

To the extent permitted by law, We do not provide medical treatment, as such, will not participate, provide client notes or documents, attend, provide character statements, submit reports for any court or legal actions you may be part of, unless part of the contract agreement.

**COVID**

We comply with all Government and industry COVID protocols and will only forward the minimal information to authorities if required. We request that you provide notification should you be at risk, and due to the inherit risk of community access and to the extent permitted by law, We cannot be held responsible if you acquire COVID whilst in attendance in our office. Should you have any concerns please contact us and/or request a video or phone appointment.

**RECORDING SESSIONS**

We hereby notify that consent is not given to the recording of any appointments, video and/or phone communication without written agreement by Us. Any illegal recordings will be deemed in breach of current Australian legislation and T & C’s.

**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. An after-hours fee may be charged.

*Victims of Crime Assistance Tribunal (VOCAT) clients will be required to sign for attendance.*

**Cancellation or Change of Appointment:    
Private clients** - Full consult cost will be incurred should notification be within 48 hours. Should no notification be provided, full consult costs will be incurred.

**Funded clients** – Less than 48 hours, full consult costs will be incurred.

**NDIS funded clients:** Less than 48 hours, full consult costs will be incurred. No further service will be offered until outstanding fees are paid.   

**Victims of Crime clients** - you will be responsible for payment for a $50.00 administration charge should notification be within 48 hours. Court reports will not be released until outstanding fees are paid. The full consult fee will be charged to the VOCAT.

***Should you fail to complete the assessment process with Us, you will be responsible to pay for the services to date; you may claim this through VOCAT.***

**VOCAT court reports do not contain a medical diagnosis or are a medical document, and are written for the sole purpose of your application; they are not transferable. Court reports will not be released to clients.**

**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 Us. You also have the right to expect that We will maintain professional and ethical boundaries by not entering into other personal, financial, or professional relationships with you.

We reserve the right to discontinue services at any time including, but not limited to, a violation by you of the T & C’s; a change or re-evaluation by Us of your therapeutic needs; our ability to address those needs, or other circumstances that lead Us to conclude in our sole and absolute discretion that your counselling needs would be better served at another service.

**COMPLAINTS**

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

*If you remain dissatisfied with our response, you may contact the Health Complaints Commissioner (HCC). The HCC responds to complaints about health services and the handling of health information in Victoria. To lodge a complaint with the HCC:* [*www.hcc.vic.gov.au*](http://www.hcc.vic.gov.au)*or phone 1300 582 113.*

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