

Terms and Conditions, Disclaimer & Consent Form

1. Consent

As part of providing the service to you, some personal information that is relevant to your current situation will be collected from you and recorded. Furthermore, with your consent, it may be necessary to collect generic information from you about significant people in your life including family and professionals involved in your life and situation (e.g. general practitioner, partner, or next of kin). This information will be a necessary part of the service provided to inform future discussions. You do not have to provide all of your personal information, however, this may mean that a relevant and informed service may not be able to be provided to you. During the initial consultation (discovery session) emergency contact details of your next of kin and medical health professional will be obtained to be used in the case of an emergency.

2. Purpose of collecting and holding information

Information is gathered as part of the service to inform future discussions. The information is retained to document emergency and/or next of kin contact details, key themes, goals, priorities and identified options or potential solutions that you as the client may have realised. This enables Conscious Conversations to provide a relevant and informed service.

3. Access to your information

At any stage, you are entitled to access the information about you kept on file. Conscious Conversations may discuss with you appropriate forms of access. At Conscious Conversations, your records will be kept for seven years after the last client contact unless a law specifies otherwise.

4. Confidentiality and Privacy

All personal information gathered by Conscious Conversations during the provision of the service will remain confidential and secure, except where:

1. It is subpoenaed by a court.
2. You would reasonably expect your personal information to be disclosed to another professional or agency (e.g. your GP, specialist) and disclosure of your personal information to that third party is for a purpose which is directly related to the primary purpose for which your personal information was collected.
3. Failure to disclose the information would place you or another person at risk. The threat does not have to be immediate or specified for information to be disclosed {see *Privacy Act (1988) (Cth)*} and can occur if your Practitioner reasonably believes the collection, use or disclosure is necessary to lessen or prevent a serious threat to the life, health or safety of any individual, or to public health or safety.
4. If disclosure is otherwise required or authorised by law.
5. It is in defence of Conscious Conversations if legal action is taken by a client (relevant confidential information may also be disclosed).
6. You have given prior approval to provide a written letter of key themes or issues identified in your consultations to another professional or agency (e.g. a GP) and/or discuss the material with another person (e.g. partner or GP).

5. Fees

Consultation	Duration	Fee
First Consultation (Discovery meeting)	Up to 60 minutes	\$37
Subsequent Consultations	Up to 60 minutes	\$90*

*Note: If you schedule recurring fortnightly consultations you receive a discount and your fee becomes \$79.

If you schedule recurring monthly consultations you receive a discount and your fee becomes \$85.

6. Terms of Trade and Agreed Terms

A. Confirmation

A confirmation text will be sent out 48 hours before your appointment. Confirmation is required to secure your booking.

B. Payment

The consultation fee is payable upon booking your consultation unless otherwise advised by Conscious Conversations. Once you have made a payment, you are required to send a screenshot confirming the electronic funds transfer (EFT). If confirmation has not been received, Conscious Conversations will attempt to contact you (phone, email or SMS) prior to the consultation. If Conscious Conversations does not have proof of payment prior to the consultation, then Conscious Conversations reserves the right to terminate the consultation immediately.

Should Conscious Conversations be unable to attend the scheduled consultation, you have the choice to reschedule the consultation or request full reimbursement. Should reimbursement be chosen, Conscious Conversations will submit the EFT within 24 hours.

NOTE: Full fees will be charged (as a "No Show / Cancellation Fee") if you do not attend your confirmed consultation or do not cancel/try to reschedule at least 24 hours or one business day prior to the appointment scheduled. See No Show / Cancellation Fees section.

C. Consultation times

- Conscious Conversations has a time management system to minimise undue waiting times for clients and appointment delays.
- Our standard consultation time **is up to 60 minutes.**
- Conscious Conversations is aware that your consultation may involve challenging and/or significant emotions, and there may be some important issues that you did not get to discuss during the consultation. If this occurs, you are encouraged to write the information down and bring it into the next consultation.

How you can assist as a client of Conscious Conversations

- Arrive on time for your consultation (whether it be via phone, virtually or in person) and please respect the standard consultation time.

Conscious Conversations

- Understand that appointments/consultations may run over time due to client emergencies that arise during consultations.

D. Accepted payment methods

Electronic Funds Transfer (EFT).

E. Video conferencing and phone consultations

To access consultations over Microsoft Teams, you will need access to a quiet, private space; and the appropriate device, i.e. smartphone, laptop, iPad, computer, with a camera, microphone, and speakers or headset/earphones; and a reliable broadband internet connection. You do not require a Microsoft Teams account to accept and attend a virtual consultation.

The privacy of any form of communication via the internet is potentially vulnerable and limited by the security of the technology used. To support the security of your personal information, Conscious Conversations uses "Microsoft Teams" which is compliant with the Australian standards for online security and encryption.

Limitations of video conferencing

A video conferencing consultation may be subject to limitations such as an unstable network connection which may affect the quality of the consultation. Conscious Conversations will consider and discuss with you the appropriateness of ongoing video conferencing consultations. If technical issues arise at the time of the consultation, the consultation can revert to a phone consultation, the consultation can be rescheduled or you can request to be reimbursed for the price of the consultation.

F. No show/ cancellation fees

If for any reason, you need to cancel or postpone your consultation, it is requested that you provide at least 24 hours prior notice (at least one business day) otherwise full consultation fees will be charged.

If you wish to cancel or postpone a consultation scheduled for a Monday, you will need to cancel on the Friday prior otherwise full consultation fees will be charged.

Clients will be unable to re-book a consultation if there are outstanding account fees.

G. Fee Changes

Fees are subject to change at the discretion of Conscious Conversations. Should they change, you will be notified at the time you request to schedule another booking.

Conscious Conversations reserves the right to charge late payment fees and interest as determined by Conscious Conversation, legal and recovery costs as defined within the Terms of Trade for any account not paid within the agreed terms.

7. Disclaimer

This service is not psychotherapy, therapy, counselling or a health related service and should not be considered as such. Should you wish to receive such services it is advisable to contact your General Practitioner (GP) or Health Service professional in the first instance. If you suffer from any mental or physical health conditions (for example, Depression, Bipolar or Anxiety Disorders) you should discuss and/or seek treatment with your GP and seek referrals to qualified professionals from them. Should you feel suicidal relevant helplines are available (note: for Australia Beyond Blue provides immediate support 24/7 - phone number 1300 22 4636). Conscious Conversations will not be responsible or liable for any actions, choices, or pathways you take in your life – the choice is always yours.

It is not the intent of Conscious Conversations to express opinions or provide advice, however, sometimes part of the process of having conversations may involve discussing options or pathways. Should you, as the Conscious Conversations' client, believe you have received advice on a course of action or how to proceed in a given situation, you acknowledge that Conscious Conversations cannot be held liable or responsible, as your decisions, choices and actions are all the responsibility of you as the individual. Always consult with your own doctor or healthcare provider, financial or legal representative before taking any associated actions related to important topics discussed in the consultation.

In the instance a consultation is in a public location such as a café, park or at a beach, Conscious Conversations is not liable or responsible for any injury, accident, harm or mishap that you may receive or experience. You accept sole responsibility for your actions and agree to take any necessary precautions for your ongoing safety, health and wellbeing at all times. You agree to use your own common sense and judgement to ensure you act in a manner that is safe for yourself and does not jeopardise the safety and wellbeing of other members of the public. Conscious Conversations will not be liable or responsible for any damage, injury, or harm to yourself, nor will it be liable or responsible for any damage to your property. Conscious Conversations will not be liable or responsible for any injury or harm you may cause to another member of the public as it is your responsibility to ensure the safety of others via any reasonable means that does not put your own or the Conscious Conversations consultant's safety or life at risk.

8. Contact & Next of Kin or Emergency Contact Details

For the purposes of contacting yourself for general business or billing related enquiries your contact details are required. And in the case of an emergency, your next of kin and/or emergency contact details are required to be held on file for your safety.

Your details

Full name:

Residential address:

Email address:

Phone number/s:

Next of Kin and/or Emergency Contact Details (at least one contact is required)

Contact 1

Conscious Conversations

Full name:

Relationship to you:

Email address:

Phone number/s:

Contact 2

Full name:

Relationship to you:

Email address:

Phone number/s:

9. Consent

By signing and dating below, you hereby acknowledge and agree to the provision of the above information and all of the above Terms and Conditions and the Disclaimer.

Full name: _____

Signature: _____

Date: _____

Note: electronic PDF signatures are accepted as well as signed and scanned copies.