

# **Terms and Conditions**

#### Effective Date: 1<sup>st</sup> December 2024.

Welcome to Disability Counsellors Australia. By accessing or using our website, including the booking portal (Website), you agree to be bound by these Terms and Conditions ("Terms"). Please read these Terms carefully before using the Website. If you do not agree to these Terms, you must not use the Website.

## 1. Scope of Services

Disability Counsellors Australia provides telehealth counseling services to individuals with disabilities, including NDIS participants and those who support them. All services are delivered by degree-qualified counselors registered with PACFA or ACA.

## 2. User Responsibilities

By using the Website, you confirm that:

- You are 18 years or older, or have the consent of a parent or guardian.
- The information you provide is accurate, complete, and up-to-date.
- You will use the Website for lawful purposes only.

# 3. Booking and Payment

- **Booking Portal:** Bookings are made through the online portal. Availability is subject to confirmation.
- **Fees:** Fees for counseling sessions are outlined on the Website. NDIS-funded participants may be invoiced in accordance with their plan.
- **Cancellations:** Cancellations or rescheduling must be made at least 24 hours in advance. Late cancellations may incur a fee equivalent to the counselling session cost.
- **No-Show Policy:** Failure to attend a scheduled counselling session without notice will result in a full session fee charge.

# 4. Privacy and Data Protection

We are committed to protecting your personal information. All data collected on the Website is managed in compliance with the **Australian Privacy Act 1988 (Cth)**. For details, refer to our [Privacy Policy].

## 5. Limitation of Liability

- While we strive to provide high-quality counseling services, Disability Counsellors Australia is not liable for any:
  - Direct, indirect, incidental, or consequential damages resulting from the use of our services or Website.
  - Outcomes, decisions, or actions arising from counseling sessions.
- In no event shall our total liability exceed the amount paid for the session in question.

## 6. Intellectual Property

All content on the Website, including text, graphics, logos, and software, is the intellectual property of Disability Counsellors Australia unless otherwise stated. You may not reproduce, distribute, or modify any content without our written consent.

## 7. Third-Party Links

The Website may contain links to third-party websites. We are not responsible for the content, policies, or practices of these external sites.

#### 8. Modification of Terms

We reserve the right to amend these Terms at any time. Changes will be effective upon posting on the Website. Continued use of the Website constitutes acceptance of updated Terms.

#### 9. Dispute Resolution

- Any disputes arising under these Terms shall first be addressed through good-faith negotiations.
- If unresolved, disputes will be referred to mediation in accordance with Australian law.

#### **10. Governing Law**

These Terms are governed by the laws of Australia. Any legal action will be conducted in the jurisdiction where Disability Counsellors Australia is registered.

## **11. Contact Information**

For questions or concerns regarding these Terms, please contact us at:

#### **Disability Counsellors Australia**

Email: administration@disabilitycounsellors.com.au

Phone: 1300 474 721

# Acknowledgment:

By using our Website, you acknowledge that you have read, understood, and agree to these Terms and Conditions.