



## Terms & Conditions Policy

### 1. Definitions

- 1.1 “We, us, our, SCSS”: Sound Counselling & Supervision Services Pty Ltd
- 1.2 “Website”: <https://www.soundcss.com.au>
- 1.3 “You” or “your”: Any individual, client, supervisee (clinical or non-clinical), company, or organisation using our services.
- 1.4 “Client”: any client who receives counselling services
- 1.5 “Services”: Counselling and clinical or non-clinical supervision services provided by SCSS.
- 1.6 “Session” or “Appointment”: Your scheduled counselling or clinical or non-clinical supervision session.
- 1.7 “Terms”: our Terms and Conditions
- 1.8 “ACA”: Australian Counselling Association
- 1.9 “ACL”: Australian Consumer Law
- 1.10 “Privacy Act”: The Privacy Act 1988 (Cth)
- 1.11 “CRM”: Customer Relationship Management
- 1.12 “EAP”: Employee Assistance Program
- 1.13 “NDIS”: National Disability Insurance Scheme
- 1.14 “Self-managed NDIS participant”: NDIS participants who manage their own NDIS funds, known as a self-managed NDIS plan. They are responsible for paying providers, keeping track of their budget, and ensuring that they meet NDIS requirements.
- 1.15 “Plan-managed NDIS participants”: NDIS participants who have a Plan Manager who manages their NDIS funding. The Plan Manager handles payments to service providers and ensures that funds are used correctly. The NDIS participant can choose which providers to use.
- 1.16 NDIA-managed participant: NDIS participants who choose to have their funding NDIA-managed. That is, the National Disability Insurance Agency (NDIA) pays providers on behalf of the NDIS participant and ensures that funds are spent in line with the NDIS participant’s plan.
- 1.17 “Active Client” or “Active Supervisee”: a client or clinical or non-clinical supervisee who has either paid upfront for their Services or whose organisation/company is paying for their

Services, who has accepted the Terms, who has completed their booking process and whose last attended session was within the last 6 months.

- 1.18 “Inactive Client”: a counselling client whose last attended session was over 6 months.
- 1.19 “Inactive Supervisee”: a clinical or non-clinical supervisee whose last attended session was over 12 months ago.
- 1.20 “Private Client” or “Private Supervisee”: Client or a clinical or non-clinical Supervisee who personally covers the cost of their Sessions.
- 1.21 “Dispute”: a disagreement or conflict that arises when one party challenges or disagrees with the actions, rights, obligations, or terms of another party within the context of an agreement, contract, or legal relationship.
- 1.22 “Parties”: the parties involved in the Dispute
- 1.23 “Notice”: a written notification from one party to the other, informing them of the existence of a Dispute related to the Terms, and formally initiating the dispute resolution process as outlined in these Terms.

## **2. About the Website**

- 2.1. The Website is an online platform that provides information about SCSS, our online and phone Services, costs of Services, how to book an appointment and much more.
- 2.2. The Website is owned and operated by SCSS (ACN 678 001 048). Access to and use of the Website, or any of its associated or Services, is provided by SCSS. Please read these Terms carefully. By using, browsing and/or reading the Website, this signifies that you have read and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- 2.3. We use our best endeavours to comply with the ACA Code of Ethics and Practice, and the ACA Supervision Policy.
- 2.4. SCSS reserves the right to review and change any of the Terms by updating this page at its sole discretion. When changes are made, the updated version will be posted on our website at <https://soundcss.com.au/policies/> to ensure you are always informed about how we provide our Services. Any changes to the Terms take immediate effect from the date of their publication.

## **3. Acceptance of the Terms**

- 3.1. By reading, browsing or using the Website, making online bookings and/or making payments, by private clients and private Supervisees this signifies that you have read, understood and agreed to be bound by the Terms, the Cancellation Policy and the Privacy

Policy which can be found at <https://soundcss.com.au/policies/>

- 3.2. If you do not agree to the Terms, you must cease usage of the Website and of its associated Services immediately.

## 4. How to Book Your Appointment

### 4.1. For **Private Clients** and **Private Supervisees**:

You may access our Services using any of the following three booking methods:

#### 4.1.1. **Online Booking via Website**

You can book your Session online by clicking the “**Book Now**” button on our Website. This will take you to our secure, third-party CRM booking platform, where you can select an available Session and make payment directly.

#### 4.1.2. **Email Booking with Bank Transfer Payment**

If you prefer to book by email and pay via bank transfer, you are welcome to do so.

##### (a) **Initial Session:**

Email us at [silvana@soundcss.com.au](mailto:silvana@soundcss.com.au) to request available appointment times. We will send you an intake form to complete and return. Once your Session date is confirmed, you may make your bank transfer payment.

##### (b) **Ongoing Sessions:**

Email us at [silvana@soundcss.com.au](mailto:silvana@soundcss.com.au) to confirm availability for your next Session. After your Session date is agreed, payment is required in advance via bank transfer.

#### 4.1.3. **Phone Booking with Bank Transfer Payment**

You may also book by calling us directly on 0478 698 330.

##### (a) **Initial Session:**

Call us to discuss available appointment times. We will email you an intake form to complete and return. Once your Session date is confirmed, you may make your bank transfer payment.

##### (b) **Ongoing Sessions:**

Call us to confirm availability for your next Session. Once the date is agreed, payment is required in advance via bank transfer.

- 4.2. **Exemptions:** EAP clients, Plan-managed NDIS participants, NDIA-managed participants and Private Supervisees whose Organisation or Employer will be paying on their behalf, are not required to pay up front for their services as their Employer, Plan Manager or Agency pays for the cost of their Sessions.

- 4.3. As part of our online booking process on our cloud-based CRM platform, or our phone or our email booking you may be required to provide Personal Information about yourself

such as:

- a. Full name
  - b. Date of birth
  - c. Telephone number
  - d. Email address, and
  - e. Brief description of what you require from our Services.
- 4.3 You warrant that any information you provide to SCSS in the course of completing your booking process or any other any information you provide to SCSS whether online, email, or postal correspondence or over the phone will always be accurate, correct and up to date.
- 4.4 Once you have completed our booking process, either through our cloud-based CRM platform, or through our intake process over the phone or by email, you become an Active Client or an Active Supervisee (clinical or no-clinical). By registering either through our cloud-based CRM platform or through our phone or email intake process, you acknowledge that you have read, accepted and agreed to be legally bound by these Terms.
- 4.5 If an inactive client has not attended a session in the past 6 months, they may be asked to complete their intake form again to ensure their information and counselling needs are current
- 4.6 If an inactive supervisee (clinical or non-clinical) has not attended a session in the past 12 months, they may be invited to complete their intake form again to ensure their information and supervision needs are up to date.
- 4.7 You may not use the Services and may not accept the Terms if:
- 4.7.1 you are not of legal age to form a binding contract with SCSS or
  - 4.7.2 you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

## **5 Your responsibilities as a Client or Supervisee – clinical or non-clinical**

- 5.1. **As a Client or Supervisee (clinical or non-clinical), you agree to comply with the following:**
- 5.1.1. you will use the Services only for purposes that are permitted by:
    - (a) the Terms; and
    - (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
  - 5.1.2. you have the sole responsibility for the ongoing booking of your own sessions using our

online, phone or email booking system.

5.1.3. access and use of the Website is:

- (a) Limited: it may only be for specific purposes or under certain conditions set by SCSS
- (b) Non-transferable: you cannot give, sell, or transfer your booked session rights to anyone else. Your booked session is for your use only and cannot be shared or passed on
- (c) Sole use by you: only you, as the Active Client or Supervisee (clinical or non-clinical), are allowed to personally use the Website for the purposes of SCSS providing you the Services. That is, you can recommend the Website to other people, but you cannot let others manage your booking or request us to change your data
  - i. Exemptions for Counselling: When a couple engages in couples counselling or two family members engage in family therapy, and have given written consent, one participant may manage the booking and update the information for the other participant. When a NDIS Client has given written or verbal consent to their NDIS Provider to manage their booking sessions.
  - ii. Exemptions for Supervision: When the Supervisee (clinical or non-clinical) has given written or verbal consent for their employer to manage their booking sessions.

5.1.4. You will not use the Services or the Website for any business or commercial activities or making a profit, unless SCSS has given you explicit permission or approved your use for such purposes. Without the approval of SCSS, your use of the Website must be personal or for non-commercial purposes only.

5.1.5. You will not use the Services or Website for any for any illegal and/or unauthorised activities, such as sending unsolicited or spam emails or unauthorised framing of the Website, (framing refers when someone takes content or a page from a website and embeds it into another site, making it appear as though it is part of that site, when it's actually hosted elsewhere. This is a violation of copyrights) or unauthorised linking to the Website (unauthorised linking implies that you cannot link to the website in ways that violate the Terms of SCSS).

5.1.6. SCSS has the right to remove any commercial content (such as ads, affiliate links, or promotional material) from the Website without warning if it is placed there inappropriately. If you violate the Website's Terms (for example, by posting commercial ads or affiliate links without permission), SCSS may terminate your access to its Services. Appropriate legal action will be taken by SCSS for any illegal or unauthorised use of the Website.

5.1.7. You acknowledge and agree that using software, bots, scripts, or any other automated

technology or processes to interact with the Website or its Services without human input is prohibited.

- 5.2. As Client or Supervisee (clinical or non-clinical), you agree to comply with the following conditions for your phone and/or online session to proceed:
- 5.2.1. You need to be in a private and safe place with minimum background noise. That is, if you are driving or at a public place, such as a bus stop or shops, your session may not proceed. If your session does not proceed it will be counted as a missed session, and a cancellation fee may apply according to our Cancellation Policy. Our Cancellation Policy can be found at <https://soundcss.com.au/policies/>
- 5.2.2. For Online Services: You agree to use Microsoft Teams, which is a secure video platform designed with strong safety features to protect your communications and data. You also adhere to having access to:
- (a) A phone, computer or laptop with access to the Internet
  - (b) Internet access that is private and preferably encrypted; avoid accessing public or work Internet
  - (c) The latest version of Microsoft Teams, be logged on 2 minutes before your session starts. You also need to be wearing adequate clothing; that is, topless appearance will not be accepted.
- 5.2.3. You will not be under the influence of alcohol or any other illicit drug. In such instance, your session may not proceed, and it may be counted as a missed session, and a cancellation fee will apply according to our Cancellation Policy. The link to our Cancellation Policy can be found at <https://soundcss.com.au/policies/>
- 5.2.4. You need to be cognitively functioning. That is, if your capacity to think, reason and talk is impaired or compromised due to reasons like, but not limited to: severe mental illness, a psychotic episode, severe intellectual disability or acute crisis, your Counsellor may need to refer you to other services better suited to your needs. In such instance, your session will not proceed, and it may be counted as a missed session, and a cancellation fee may apply according to our Cancellation Policy. The link to our Cancellation Policy can be found at <https://soundcss.com.au/policies/>
- 5.2.5. You will use appropriate language and not behave in an offensive manner like using threats, aggression, making inappropriate requests or behaving unethically in ways that affect the therapeutic relationship. In such instance, your session will not proceed, and it will be counted as a missed session, and a cancellation fee will apply according to our Cancellation Policy. The link to our Cancellation Policy can be found at <https://soundcss.com.au/policies/>

## 6 Payment

- 6.1. Private Clients and Private Supervisees (clinical or non-clinical) must make payment for their Services prior to the commencement of their booked Session, through Halaxy, our online booking third-party cloud-based CRM platform, or by contacting SCSS and getting the bank details of SCSS and making payment via direct bank transfer. The Services will only commence once payment is confirmed by SCSS.
- 6.2. Exemptions: EAP clients, Plan-managed NDIS participants, NDIA-managed participants, and Supervisees (clinical or non-clinical) whose Employer pays for their services, do not pay up front for their Sessions as their Employer, or Plan Manager or Agency pays for their Sessions via direct bank transfer after their invoice.
- 6.3. For Private Clients and Private Supervisees (clinical or non-clinical) who choose to pay for their Services through Halaxy—our secure third-party cloud-based CRM platform—are required to make payment using a valid credit card. By using our Website, booking Services, or completing an online payment via Halaxy, you acknowledge that you have read, understood, and agree to be bound by Halaxy’s online credit card payment terms and security policy, available at <https://www.halaxy.com/article/security>.
- 6.4. You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Services Fee.
- 6.5. The fees of our Services are listed on our Website.
- 6.6. You agree and acknowledge that SCSS may vary the Services Fee at any time.
- 6.7. To book your next appointment, all your previous payments must be up to date.

## 7 Cancellation Notice

- 7.1. By reading, browsing or using the Website, making online bookings and/or making payments, as a private Client or Supervisee (clinical or non-clinical) this signifies that you have read, understood and agreed to be bound the Cancellation Policy which can be found at <https://soundcss.com.au/policies/>
- 7.2. If you do not agree to the Terms, you must cease usage of the Website and of its associated Services immediately

## 8 Copyright and Intellectual Property

- 8.1. The Website, the Services and all of the related products and forms of SCSS are subject

to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes and are reserved by SCSS or its contributors

- 8.2. All trademarks, service marks, and trade names are the property of SCSS, either owned, registered, or licensed by them. SCSS grants you a worldwide, non-exclusive, royalty-free, and revocable license to use the Website while you are a Client/Supervisee (clinical or non-clinical), limited to the following purposes:
  - 8.2.1. Using the Website in accordance with these Terms.
  - 8.2.2. Copying storing and temporarily caching the Website and its content on your device; and printing pages from the Website solely for your personal, non-commercial use.
  - 8.2.3. SCSS does not grant you any other rights concerning the Website or the Services. All other rights are expressly reserved by SCSS.
- 8.3. SCSS retains full ownership and all rights to the Website and any related Services. By using the Website, you do not acquire any of the following:
  - 8.3.1. Ownership of SCSS's business name, trading name, domain name, trademark, industrial design, patent, registered design, or copyright.
  - 8.3.2. The right to use or exploit SCSS's business name, trading name, domain name, trademark, industrial design, or any other intellectual property.
  - 8.3.3. Any right to use, adapt, or modify any patented system, design, or copyrighted content, or any part of them, without SCSS's explicit permission.
- 8.4. You are not allowed to do any of the following without prior written permission from SCSS and any other relevant rights holders: Broadcast, republish, upload to a third party, transmit, post, distribute, publicly display or perform, adapt, or modify the Services or third-party Services, except as otherwise allowed by these Terms. This restriction does not apply to materials on the Website that are clearly marked as available for reuse or are in the public domain.

## 9 Privacy and Data Protection

- 9.1. SCSS takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to SCSS' Privacy Policy, which is available at <https://soundcss.com.au/policies/>
- 9.2. You agree that all

- 9.2.1. Personal Information (such as: full name, date of birth, contact number, email address, etc.),
- 9.2.2. Health information (such as mental health condition, letter from Health Professional or Health Practitioner, etc.), and other relevant information in relation to your Services (such as referral documentation, case notes, results of psychological assessment tools, Court Orders and electronic, online or phone communication, etc.), gathered through the online booking process and/or recorded either by email or by phone during the provision of your Services, will be collected and stored on Halaxy, our third-party cloud-based CRM platform, and it will be securely backed-up on a password protected external hard drive according to our Privacy Policy.
- 9.3. We comply with the Privacy Act when collecting, storing, using, and disclosing your Personal and Sensitive Information. We implement reasonable security measures to protect your data, including Regular security assessments and staff training on data protection.
- 9.4. In relation to Clinical Supervisees, you adhere that you obtain permission (written or verbal) to discuss their case in a de-identified manner

## **10 Confidentiality**

- 10.1. Commitment to Confidentiality:
  - 10.1.1. SCSS is committed to maintaining the confidentiality of all communications and records pertaining to the Services provided to you.
  - 10.1.2. Note as described in clause 9.2.2. information about you and your Services will be stored and collected on Halaxy, our third-party cloud-based CRM platform, and it will be securely backed-up on a password protected external hard drive according to our Privacy Policy

## **11. Professional Supervision**

- 11.1. Your Counsellor is committed to ongoing professional development and, in line with the ethical guidelines set by their regulatory association (such as ACA), they regularly participate in professional supervision. This process allows them to discuss aspects of their therapeutic practice with a Professional Supervisor, which may include reviewing your case. Rest assured, any discussions about your case in supervision will be fully de-identified to maintain your privacy.
- 11.2. In a similar manner, as part of the Supervision Policy of ACA, Professional Supervisors may engage in professional supervision to promote and monitor the welfare and professional

competence and development of Supervisors. During this process the SCSS Supervisor may discuss aspects of their work with their respective external Supervisor. Rest assured, any case discussion will be de-identified to maintain the confidentiality and privacy of the Supervisee.

## **12. Limits of Confidentiality**

- 12.1. When your safety or the safety of a child/children or young person, adult, staff member or any other individual is at risk of harm
- 12.2. Where there are allegations of child abuse or neglect
- 12.3. Where your Counsellor/Supervisor reasonably believes that a serious criminal offence has occurred or is likely to occur
- 12.4. When required by law or Court

## **13 General Disclaimer**

- 13.1. Nothing in these Terms limits or excludes any rights, warranties, representations, or conditions that are implied or required by law, including those under ACL, that cannot be excluded or limited by law.
- 13.2. Except as provided in this clause, and to the extent permitted by law:
  - 13.2.1. Any terms, guarantees, warranties, representations, or conditions not expressly stated in these Terms are excluded; and
  - 13.2.2. SCSS will not be liable for any indirect, special, or consequential loss or damage loss of profit, opportunity, or goodwill, arising from or related to the Services or these Terms (including, but not limited to, situations where you cannot use the Services or experience delays in their provision), whether arising in contract, tort (including negligence), equity, statute, or otherwise.
- 13.3. Subject to your right under the ACL, your use of the Website is at your own risk. The Website is provided "as is" and "as available," without any express or implied warranties or conditions of any kind. SCSS and its affiliates, directors, officers, employees, agents, contributors, and licensors make no representations or warranties about the use of the Services available through the Website. This includes, but is not limited to, any potential loss or damage resulting from:
  - 13.3.1. Performance failure, errors, omissions, interruptions, deletions, defects, failure to fix defects, delays in operation or transmission, viruses or other harmful components, data loss, communication line failures, unauthorized third-party actions, or theft, destruction, alteration, or unauthorized access to records.

- 13.3.2. The accuracy, relevance, or timeliness of any information on the Website, or any related Services (including third-party content and advertisements).
- 13.3.3. Costs incurred as a result of using the Website.
- 13.3.4. The Website operation of links provided on the Website for your convenience.
- 13.4. Consumer Guarantees: Under ACL, our services come with guarantees that cannot be excluded. You are entitled to a remedy if we fail to meet a consumer guarantee. Where our services fail to meet a consumer guarantee, you may be entitled to: Cancel the service and obtain a refund for unused services, and have the Services remedied if they are not rendered with due care and skill.

## **14 Counselling Disclaimer**

- 14.1. Nothing in these Terms limits or excludes any rights, warranties, representations, or conditions that are implied or required by law, including those under ACL, that cannot be excluded or limited by law
- 14.2. Subject to your right under the ACL, your use of the Website and Services is at your own risk. The Website and Services are provided “as is” and “as available” without any express or implied warranties or conditions of any kinds. SCSS and its affiliates, directors, officers, employees, agents, contributors and licensors make no representations or warranties about the Services available through the Website. This includes, but is not limited to, any potential loss or damage resulting from:
  - 14.2.1. Performance, failure, errors, omissions, interruptions, deletions, defects, failure to fix defects, delays in operation or transmission, viruses or other harmful components, data loss, communication line failures, unauthorised third-party actions, or theft, destruction, alteration, or unauthorised access to records.
  - 14.2.2. The accuracy, relevance, or timeliness or any information on the Website, Services, or any related Services, including third-party content and advertisements
  - 14.2.3. Cost incurred as a result of using the Website and Services
- 14.3. Access our Services at Your Own Risk: Counselling is a therapeutic process in which clients share and discuss with their Counsellor their concerns, grief, worries, feelings and other challenging circumstances or life dilemmas. The goals of counselling are to support clients and help them improve their well-being, gain self-awareness, develop coping strategies, and make positive changes in their lives. However, there is not guarantee that your counselling will deliver any of the benefits listed above.
- 14.4. Therapy May Involve Some Discomfort: The therapeutic process may require confronting difficult or uncomfortable emotions and may bring back memories of some unpleasant

experiences. For instance, it may evoke sadness, a sense of intense grief, sorrow, anger, frustration, confusion, loneliness, a sense of feeling hurt, despised, devalued and misunderstood, etc. Sometimes the client may feel worse before they feel better; and generally speaking, this is a normal part of the counselling process. At times, personal growth may be quick and straightforward, while at other times, it may feel drawn-out and discouraging. Clients are encouraged to address with their Counsellor any concerns about their progress in therapy.

14.5. No emergency services. SCSS is not a crisis Services. If you are experiencing an emergency or a life-threatening situation, you can contact:

(i)	Lifeline .....	13 11 14
(ii)	Beyond Blue .....	1899 080 464
(iii)	Kids Helpline .....	1800 555 1800
(iv)	Parents Line .....	1300 301 300
(v)	Suicide call back service .....	1300 659 467
(vi)	DV Connect .....	1800 811 811
(vii)	1800 RESPECT .....	1800 737 732
(viii)	MensLine .....	1300 789 978
(ix)	Queensland Sexual Assault Hotline .....	1800 010 120
(x)	Family and Child Connect .....	13 32 64
(xi)	Alcohol & Drug Information Service (AIDS) .....	1800 177 833

14.6. SCSS Services are not a Substitute for Professional Healthcare: Services provided by SCSS are not substitute for professional healthcare advice from a licenced healthcare provider like General Practitioner or Psychiatrist. Clients should always seek the advice of their Doctor or other qualified Health Provider with any questions regarding their medical condition.

14.7. Subject to Limitation of Liability: SCSS is not liable for any damages, including but not limited to, direct, indirect, special, incidental, or consequential damages or losses that occur due to the use or inability to use our Services

## 15 Limitation of liability

15.1. To the extent allowed by ACL, SCSS’ total responsibility for any issues related to the Services or these Terms will be limited to either providing the Services again or covering the cost of doing so. This includes any claims arising from contract, negligence, or other legal grounds.

- 15.2. You expressly understand and agree that SCSS, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

## 16 Competitors

If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of SCSS. Competitors are not permitted to use or access any information or content on our Application. If you breach this provision, SCSS will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

## 17 Termination of Contract

- 17.1. The Terms will continue to apply until terminated by either you or by SCSS as set out below.
- 17.2. If you want to terminate the Terms, you may do so by communicating your Counsellor or Supervisor either verbally or in writing that you do not wish to continue with your Services.
- 17.3. SCSS may at any time, terminate the Terms with you if:
- 17.3.1. You have breached any provision of the Terms or intend to breach any provision.
  - 17.3.2. SCSS is required to do so by law or by the professional code of conduct of the Australian Counselling Association.
  - 17.3.3. The provision of the Services to you by SCSS, in the opinion of SCSS is, no longer therapeutical viable. In such case alternative referral options may be discussed.
- 17.4. SCSS has the right to terminate or cancel your sessions or block your access to all or part of the Website or Services if you violate any provision of these Terms, breach any applicable laws, or if your actions harm SCSS's reputation or infringe on the rights of others.

## 18 Indemnity

You agree to indemnify SCSS, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- 18.1. all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content.
- 18.2. any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- 18.3. any breach of the Terms.

## **19 Warrant & Indemnity Only Applicable to Counsellors and Clinical Supervisees**

- 19.1. The Clinical Supervisee and the Counsellor adhere to maintaining an ethical and professional relationship with their SCSS Supervisor
- 19.2. The Clinical Supervisee and the Counsellor agree to adhere to ethical and professional standards such as the Australian the Counselling Association Code of Ethics and Practice.
- 19.3. Before discussing any client cases, the Supervisee and Counsellor warrant that they have obtained informed consent from their clients—either verbally or in writing—to share the cases in a de-identified manner, in compliance with the Privacy Act 1988.
- 19.4. The Clinical Supervisee and the Counsellor agree to indemnify SCSS, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
  - 19.4.1 All actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content or actions in relation to the Services.
  - 19.4.2. Any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
  - 19.4.3 Any breach of the Terms
- 19.5. Both parties agree to use their best endeavours to uphold the guidelines specified in the Supervision Contract and to manage the professional supervisory relationship process according to the ethical principles and Code of Conduct of their respective professional associations such as the ACA.

## **20 Warrant & Indemnity Only Applicable to Non-Clinical Supervisees**

- 20.1. The Non-Clinical Supervisee adheres to maintaining an ethical and professional relationship with their SCSS Supervisor
- 20.2. When talking about their staff or colleagues the Non-Clinical Supervisee is to discuss their cases in a de-identified manner, in compliance with the Privacy Act 1988

- 20.3. The Non-Clinical Supervisee agrees to indemnify SCSS, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
- 20.3.1. All actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content or actions in relation to the Services.
- 20.3.2. Any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- 20.3.3. Any breach of the Terms
- 20.4. Both parties agree to use their best endeavours to uphold the guidelines specified in the Non-Clinical Supervision Contract and to manage professionally the supervisory relationship.

## 21 Dispute resolution

- 21.1. Compulsory:  
Dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the Dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought)
- 21.2. Notice:  
A party to the Terms claiming a Dispute has arisen under the Terms, must give written notice to the other party detailing the nature of the Dispute, the desired outcome and the action required to settle the Dispute.
- 21.3. Resolution:  
Once the Notice is received by the other party, both Parties agree to:
- 21.3.1. Make every reasonable effort, within 28 days of receiving the Notice, to resolve the dispute quickly through negotiation or any other method they both agree on.
- 21.3.2. If the dispute remains unresolved after 28 days, the Parties will either mutually agree on a mediator or request the Australian Mediation Association and the Resolution Institute to appoint a suitable mediator.
- 21.3.3. The costs for the mediator's services, including any reasonable expenses and venue fees, will be shared equally between the Parties. Each Party will also cover their own costs related to the mediation. The Parties agree to pay any fees the mediator requires before the mediation begin
- 21.3.4. The mediation will take place in Brisbane, Australia
- 21.4. Confidential  
All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible,

must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

21.5. Termination of Mediation:

If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation, and the mediator must do so.

## 22. Venue and Jurisdiction

The Services offered by SCSS is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

## 23. Governing Law

The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns

## 24. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.

## 25. Contact Information

For more information, please contact SCSS at  
Sound Counselling & Supervision Services Pty. Ltd.  
PO BOX 3129 Browns Plains QLD 4118  
[hello@soundcss.com.au](mailto:hello@soundcss.com.au)  
+61478 698 330