

## **Annie Slater Psychology Website Terms and Conditions**

### **1. About the Website**

- 1.1. Welcome to [www.annieslaterpsychology.com](http://www.annieslaterpsychology.com) (**Website**). The Website provides you with an opportunity to book a psychology session with practitioners operating at Annie Slater Psychology (**Services**).
- 1.2. The Website is operated by Annie Slater Psychology (acn: 646 964 516) t/a Annie Slater Psychology (**Annie Slater Psychology**). Access to and use of the Website, or any of its associated Services, is provided by Annie Slater Psychology. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood 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.
- 1.3. Annie Slater Psychology reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Annie Slater Psychology updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication.

### **2. Acceptance of the Terms**

You accept the Terms by remaining on the Website.

### **3. Bookings and Cancellations**

#### **3.1. Bookings**

- (a) Annie Slater Psychology requires all bookings for all Services (**Booking**) to be made via the available booking system (**Booking System**).
- (b) To create an account with the Booking System, you are required to complete the Client Intake Form found on the Website or otherwise provided to you (**Client Intake Form**). Annie Slater Psychology will create an account for you with the Booking System and provide you with the relevant login details.
- (c) Please note that by making a Booking for the Services, you are making a Booking for a session with the relevant individual practitioner not with Annie Slater Psychology. Annie Slater Psychology is merely the administrator of the Booking.
- (d) The Fees for the Services (**Fees**) will be due and payable following the appointment and you will be invoiced accordingly.

#### **3.2. Cancellation and Rescheduling**

- (a) Annie Slater Psychology understands that circumstances change. Should you wish to cancel or reschedule your Booking, please kindly write to [annieslaterpsychology@gmail.com](mailto:annieslaterpsychology@gmail.com) or call 044 7332 708 prior to 2 business days before your scheduled appointment to allow your time slot to be given to another individual.
- (b) Short-notice cancellations of less than 2 business days, and any failure to attend an appointment may result in you being charged a cancellation fee equivalent to the full service fee (**Cancellation Fee**).
- (c) If you have booked an appointment, but you do not login at the time of your consultation, the practitioner will make two attempts to contact you by phone or text message in the first 15 minutes of your appointment. If the practitioner is unable to reach you in this time, Annie Slater Psychology will consider this a failure to attend and charge you for the appointment.
- (d) Annie Slater Psychology will use the contact details provided by you. You acknowledge and agree that You are responsible for including accurate and relevant information.
- (e) If Annie Slater Psychology is no longer able to provide you with the Services, you will be informed as soon as possible and the parties agree to re-schedule the appointment in writing. You will not be charged a Cancellation Fee.
- (f) You agree that if you appear to be under the influences of substances during the session, the appointment will immediately be cancelled and the full appointment Fee will be retained by Annie Slater Psychology.

#### 4. Rebates

- 4.1. To access Medicare rebates (**Medicare Rebate**) for psychological services, you are required to obtain a referral and a Mental Health Care Plan (**MHCP**) from your doctor (**GP**), or a referral from a specialist such as a psychiatrist or paediatrician. The rebate must be in accordance with Medicare requirements including specify the valid number services and reasons for the referral.
- 4.2. Annie Slater Psychology will only process valid Medicare Rebates and this will be done following your appointment. You are also given the option of directly claiming the Medicare Rebate once Annie Slater Psychology provides you with a receipt.
- 4.3. Rebates are also offered by a lot of private health insurers. Rebates are determined by your insurance and insurer. For more information, please contact your insurance directly.

#### 5. Code of Conduct

- 5.1. In providing the Services, Annie Slater Psychology practitioners will maintain the Code of Ethics as supplied by the Australian Psychological Society (**APS**) which can be found at <https://www.psychologyboard.gov.au/Standards-and-Guidelines/Code-of-conduct.aspx>.

#### 6. Copyright and Intellectual Property

- 6.1. The Website, the Services and all of the related products of Annie Slater Psychology 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 Annie Slater Psychology or its contributors.
- 6.2. All trademarks, service marks and trade names are owned, registered and/or licensed by Annie Slater Psychology, which grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you:
  - (a) use the Website pursuant to the Terms;
  - (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
  - (c) print pages from the Website for your own personal and non-commercial use.
- 6.3. Annie Slater Psychology does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Annie Slater Psychology.
- 6.4. Annie Slater Psychology retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
  - (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
  - (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
  - (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.
- 6.5. You may not, without the prior written permission of Annie Slater Psychology and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

## 7. Privacy

Annie Slater Psychology takes your privacy seriously and any information provided through your use of the Purchase Services are subject to Annie Slater Psychology' Privacy Policy.

## 8. Crisis Support

- 8.1. **Annie Slater Psychology does not offer a crisis service.** We cannot guarantee that we will be available to respond to text messages, voicemail, or emails quickly.

This might be because we are with other clients, attending to other work or personal matters, or not at work. Our telephones are placed on 'Do Not Disturb' mode when we finish work for the day and during any times we are not working, such as weekends or public holidays. Please know that we do care about you and want you to be okay - so if you do message us about an emergency or crisis, we will get back to you *eventually*, but this is unlikely to be quick enough to make sure you are safe, or to meet your need for support.

8.2. **What to do in an emergency.** If you are having strong thoughts or urges of suicide, self-harm, or hurting someone else; or, you have self-harmed, attempted suicide, or hurt someone else; or, you are distressed and having trouble getting back to calm and regulated, we advise you to contact one or more of the following crisis services until you are safe:

- (a) Police or ambulance: 000
- (b) Your General Practitioner (GP).
- (c) Lifeline: 13 11 14
- (d) Suicide call-back service: 1300 659 467
- (e) State-based crisis numbers:

**NSW** – 1800 011 511 – Mental Health Line

**Vic.** – 1300 651 251 – Suicide Help Line

**Qld** – 13 43 25 84 – 13 HEALTH

**SA** – 13 14 65 - Mental Health Assessment and Crisis Intervention Service

**WA** – Mental Health Emergency Response Line: 1800 676 822 (PEEL) or 1300 555 788 (Metro)

**Tas.** – 1800 332 388 – Mental Health Services Helpline

**NT** – 1800 682 288 – Mental Health Line. The Mental Health Line is a **free and confidential 24-hour hotline** for mental health inquiries from anyone experiencing a mental health crisis or concerned about someone's wellbeing.

**ACT** – 1800 629 354 or 02 6205 1065 – Access Mental Health.

## 9. General Disclaimer

- 9.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 9.2. Subject to this clause, and to the extent permitted by law:
  - (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and

- (b) Annie Slater Psychology will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

9.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Annie Slater Psychology make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Annie Slater Psychology ) referred to on the Website. includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (c) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- (d) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
- (e) costs incurred as a result of you using the Website, the Services or any of the products of Annie Slater Psychology ; and
- (f) the Services or operation in respect to links which are provided for your convenience.

## **10. Information Disclaimer**

- 10.1. Any information, advice, content or documentation provided on the Website or on any other related platform do not constitute psychological, professional, medical or other advice, and are provided for general information and guidance purposes only.
- 10.2. All care is taken in the preparation of the information and published materials on the Website or on any other related platform. Annie Slater Psychology does not make any representations or give any warranties about its accuracy, reliability, completeness or suitability for any particular purpose.
- 10.3. To the extent permissible by law, Annie Slater Psychology will not be liable for any expenses, losses, damages (including indirect or consequential damages) or costs which might be incurred as a result of the information being inaccurate or incomplete in any way and for any reason or your reliance on the information, advice or documentation on the Website or on any other related platform.

## **11. Mailing List**

- 11.1. You may be given the option to register for the Annie Slater Psychology Mailing List **(Mailing List)**.
- 11.2. As part of the registration process, you may be required to provide personal information about yourself (such as identification or contact details), including:
  - (a) Email address
  - (b) Name
- 11.3. If you choose to register for the Mailing List you agree to receive promotional material, updates and other content from Annie Slater Psychology.

## **12. Limitation of Liability**

- 12.1. Annie Slater Psychology's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- 12.2. You expressly understand and agree that Annie Slater Psychology, its affiliates, employees, agents, contributors and licensors will 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 will include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill and any other intangible loss.

## **13. Indemnity**

- 13.1. You agree to indemnify Annie Slater Psychology its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
  - (a) 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 any content you post through the Website;
  - (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms; and/or
  - (c) any breach of the Terms.

## **14. Venue and Jurisdiction**

The Services offered by Annie Slater Psychology are 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 will be in the courts of New South Wales, Australia.

## **15. Governing Law**

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms will be governed pursuant to the laws of New South Wales.

**16. Independent Legal Advice**

Both parties acknowledge and agree that the provisions of the Terms are fair and reasonable and both parties have had the opportunity to obtain independent legal advice.

**17. Severance**

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