Terms of Service & Client Agreement

Effective upon acceptance by the parties

PROVIDER Clarity Insight Counselling
COUNSELLOR Leo Nguyen

This Agreement sets out the terms on which counselling services are provided. It explains the nature of the service, consent, responsibilities of both parties, fees, privacy protections, and the options available to you. Please read it carefully before signing and raise any questions before counselling begins.

1 · Parties, Purpose and Agreement

1.1 The parties. This Client Agreement (Agreement) is between Clarity Insight Counselling (Practice), and the person identified as the Client in the execution section. Counselling is delivered by Leo Nguyen (Counsellor). The Practice is based in Melbourne, Victoria.

1.2 Formation and understanding. Before the first appointment, the Practice will give the Client a reasonable opportunity to read this Agreement, ask questions and receive an explanation of relevant terms. The Agreement takes effect when accepted by the Client and the Practice; a booking alone does not authorise optional recording or any additional service requiring separate consent.

1.3 Service orientation. The Practice offers counselling in English and Vietnamese, with a reflective and collaborative focus that may include emotional awareness, relationship patterns, life transitions and personal growth. The service may be relevant to Vietnamese-Australian and multicultural communities.

2 · Scope of Counselling and Clinical Limitations

2.1 Nature of services. Counselling is a collaborative professional service, not a guarantee of a particular outcome. Client progress may depend on the Client's circumstances, engagement and the suitability of counselling. The Counsellor will exercise reasonable care, skill and professional judgement in providing the agreed service.

2.2 Limits of practice. The Practice does not provide crisis or emergency mental health care, prescribe medication, issue formal psychiatric or psychological diagnoses, or perform formal psychological testing. Counselling does not replace medical, psychiatric, psychological or other specialist care where that care is indicated.

2.3 Suitability and referral. The Counsellor may undertake an initial suitability assessment, review suitability during care, recommend concurrent care or referral, and decline services outside the Counsellor's current competence or the Practice's service scope. Where appropriate, the Practice will explain available referral options.

3 · Appointments and Consultation Arrangements

3.1 Professional hour. Each standard booked professional hour comprises approximately 45 minutes of direct client contact and 15 minutes of clinical documentation and associated professional administration. The stated session fee covers that professional hour. Unless otherwise confirmed in writing, it does not represent 60 minutes of face-to-face counselling.

3.2 Late arrival. The scheduled finish time ordinarily remains unchanged when the Client arrives late. The Counsellor may extend the appointment only if professionally appropriate and the schedule permits; any additional fee must be agreed in advance.

3.3 Consulting location. In-person sessions take place only at a consulting room confirmed by the Practice. The Practice may use more than one appropriately private consulting room and will confirm the venue before attendance. The Practice is not obliged to conduct home, workplace or other off-site visits. Off-site work requires a separate written arrangement.

3.4 Changes to venue. If a booked room becomes unavailable, the Practice will offer a suitable alternative venue, telehealth where clinically appropriate and agreed, or rescheduling. If the Practice cannot provide the booked service and the Client does not accept an alternative, amounts paid for that unprovided session will be refunded, subject to applicable law.

4 · Counselling Consent and Participation

4.1 Informed participation. The Counsellor will explain the nature, expected benefits, material limitations and reasonably foreseeable risks of the proposed counselling approach to the extent relevant. The Client may ask questions, decline a suggested intervention, or withdraw from counselling, subject to payment obligations already lawfully incurred.

4.2 Client information. The Client agrees to provide information they reasonably consider relevant and to advise the Counsellor when material information changes. This is intended to assist appropriate clinical decisions; the Client is not required to disclose everything immediately or to continue with an approach to which they do not consent.

4.3 Capacity, minors and representatives. Where a Client is under 18, has a representative or has decision-making support needs, the Practice will assess and document the lawful basis for consent, confidentiality, information-sharing and any parent/guardian involvement before commencing. A separate written arrangement may be required. No third party acquires automatic access to the Client's confidential information merely by arranging or funding care.

5 · Clinical Notes, Recording and Digital Tools

5.1 Clinical documentation. The Counsellor will make and securely retain appropriate clinical and administrative records in accordance with applicable law and professional obligations. Ordinary session note-taking is separate from audio/video recording. The Client may ask how records are created, used and stored.

5.2 Audio or video recording is optional. No counselling session will be audio-recorded or video-recorded by the Practice merely because the Client signs this Agreement. A separate, specific, affirmative recording authorisation in Schedule A is required before any recording. A blank or negative response means no recording. Refusing recording does not, of itself, prevent access to ordinary counselling.

5.3 Recording purpose and withdrawal. Before recording, the Counsellor will identify the specific purpose, intended access, storage arrangements and retention approach. Consent may be withdrawn prospectively and recording will cease where withdrawal is communicated. Retention or deletion of any recording already made will be handled under applicable law and the Practice's Privacy Policy. Identifiable recordings will not be repurposed for external teaching, publication or marketing without separate consent.

5.4 Automated transcription and AI tools. The Practice will not use identifiable session content with automated recording, transcription or generative AI note-making tools unless it has first provided an appropriate privacy notice, assessed applicable privacy obligations and obtained any consent required by law. The Client may request details of any relevant technology used for their care.

5.5 Client recordings. If the Client proposes to record a session, the parties should discuss and agree appropriate arrangements in advance, including confidentiality and the privacy of others. Nothing in this Agreement restricts a Client's non-excludable legal rights, lawful complaint processes or lawful preservation of evidence.

6 · Practitioner Responsibilities and Professional Standards

6.1 Professional standard. The Counsellor will provide services with due care and skill; practise within competence; respect informed consent, autonomy and non-discrimination; maintain appropriate records and boundaries; and arrange referral or consultation when reasonably indicated. Relevant professional ethical standards and the applicable Victorian general health service provider Code of Conduct will be observed.

6.2 Professional supervision. The Counsellor may obtain professional supervision or consultation. Information will be de-identified where reasonably practicable and otherwise handled only with an appropriate legal basis and confidentiality safeguards.

6.3 Professional independence. The Counsellor retains clinical responsibility for recommendations and may decline requests for diagnoses, reports, advocacy, attendance at meetings or treatment approaches that fall outside professional competence, agreed services or available resources.

7 · Client Responsibilities and Conduct

7.1 Attendance and respect. The Client agrees to arrive at the scheduled time where practicable, communicate material appointment changes, respect the Counsellor and others at the consulting venue, observe agreed professional boundaries, and pay valid charges under this Agreement.

7.2 Personal decisions. Counselling may support the Client's understanding and decision-making, but the Counsellor does not control the Client's independent decisions outside sessions. This clause does not reduce any duty of care or other liability that cannot lawfully be excluded.

7.3 Threats, harassment and unsafe attendance. Threatening, abusive, harassing or seriously unsafe behaviour may result in a session being ended, a change of delivery method or discontinuation of care. Any such decision will be proportionate to safety and professional obligations, including consideration of foreseeable risks and appropriate referral where feasible.

8 · Professional Boundaries, Relationships and Gifts

8.1 Therapeutic boundaries. Contact with the Counsellor is professional, not social or personal. The Counsellor may decline requests for personal contact, home visits, informal support between appointments or other arrangements that risk an inappropriate dual relationship.

8.2 Existing relationships and conflicts. The Practice will consider actual or reasonably foreseeable conflicts of interest, including previous professional, disability-support, family or personal relationships. Where a conflict cannot be appropriately managed, the Practice may decline or discontinue counselling and, where appropriate, discuss referral.

8.3 Gifts. Gifts are not expected. The Counsellor may decline any gift and generally will not accept a gift valued above AUD $30, cash or cash-equivalent gifts, or any gift that may compromise professional judgement. Acceptance of a minor gift creates no entitlement to preferential treatment.

8.4 Public encounters and online boundaries. To protect confidentiality, the Counsellor will ordinarily not initiate public acknowledgement of an existing Client. Personal social-media connections and public discussion of the therapeutic relationship are not offered as part of counselling.

9 · Contact Outside Sessions and Crisis Response

9.1 Administrative contact. The Practice accepts appointment and administrative enquiries through its professional email and business telephone channels. These channels are not continuously monitored and are not a counselling, urgent-support or crisis service. Sensitive clinical matters are ordinarily discussed during appointments or through a separately agreed secure channel.

9.2 Urgent situations. The Practice does not provide emergency intervention. If there is immediate danger, the Client should call 000 or attend an emergency department. Lifeline is available on 13 11 14. Sending an urgent email, voicemail, SMS or social-media message to the Practice is not a substitute for emergency assistance.

9.3 Risk planning. Where clinically indicated, the Counsellor may discuss a safety plan, appropriate external supports, emergency contacts and referral pathways with the Client. The Client may decline to nominate an emergency contact except where a specific lawful condition of a proposed service requires otherwise; the Counsellor will explain any effect on suitability.

10 · Telehealth and Illness

10.1 Telehealth suitability. Telehealth is offered only where the Counsellor considers it clinically suitable and both parties agree. The Client is responsible for joining from a location that is reasonably private and safe, using suitable technology, and advising their current physical location at the start of a telehealth session for risk-management purposes.

10.2 Technology failure. If a substantial technical interruption prevents meaningful counselling, the parties will attempt a reasonable reconnection or agree on rescheduling or an appropriate adjustment or refund reflecting the service not provided. The Client will not be charged in full for a session the Practice materially failed to provide, subject to applicable law.

10.3 Contagious illness. Clients with a potentially contagious illness should notify the Practice and not attend in person. Where suitable and available, an agreed telehealth session or rescheduling may be offered. The Practice may modify or cancel an in-person appointment where reasonably necessary to manage infection risk; the ordinary cancellation policy will be applied fairly in the circumstances.

11 · Confidentiality and Permitted Disclosure

11.1 General duty. The Practice treats information provided during counselling as confidential and handles personal and health information in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles where applicable, the Health Records Act 2001 (Vic), and other applicable law.

11.2 Limits. Information may be used or disclosed where authorised by the Client; where required or authorised by law, including a valid compulsory legal process or a reporting duty that applies in the circumstances; or where another applicable legal exception permits disclosure, including serious threats to life, health or safety where the relevant legal conditions are met. Any disclosure will be limited as reasonably practicable to what is appropriate and legally permitted.

11.3 Child safety. Child-protection or other safeguarding disclosures will be made when the Counsellor is subject to an applicable reporting obligation or where disclosure is otherwise lawful. This Agreement does not assert that every counsellor is automatically a mandatory reporter under every Victorian reporting law.

11.4 Supervisors and service providers. Professional supervision, secure record storage, practice administration and telehealth systems may involve carefully controlled access to information as explained in the Privacy Policy. Confidentiality and legal safeguards apply; the Practice will not assume that third-party suppliers may access or repurpose health data without an appropriate basis.

12 · Privacy, Records and Access

12.1 Privacy information. Before or at collection, the Practice will provide or make readily available a separate Privacy Policy explaining collection, use, disclosure, storage, security, access, correction, complaint mechanisms and any overseas handling relevant to the systems actually used.

12.2 Access and correction. The Client may request access to, or correction of, their health information. The Practice will assess and respond under applicable privacy and Victorian health-records law, including lawful grounds for withholding information, applicable response periods and any lawful fees. Practice custody of records does not extinguish statutory access rights.

12.3 Retention and security. Clinical records will be retained and securely destroyed or de-identified in accordance with applicable law, professional obligations and the Practice's documented retention policy. The Practice will maintain proportionate information-security safeguards and respond to reportable data breaches as required by law.

12.4 Third-party requests. A parent, family member, employer, insurer, NDIS intermediary or fee payer is not entitled to confidential clinical information merely because of their relationship with the Client. Each request will be assessed against valid Client authority and applicable law.

13 · Fees, Invoices and Additional Professional Work

13.1 Standard private fees. Current counselling fees are published on the Clarity Insight Counselling website under Counselling Fees. The fee applicable to each session is the fee displayed on that page at the time the appointment is booked, unless a different fee is agreed in writing before booking. The Practice will confirm the applicable fee at booking. A fee change will not alter an appointment already booked unless the Client expressly agrees.

13.2 Payment. Payment is due at the appointment unless a different arrangement is agreed in writing. The Practice will provide an invoice or receipt as required. Any payment-processing surcharge or other charge must be lawful and disclosed before acceptance.

13.3 Additional work. Reports, letters, file summaries, professional consultations, extended appointments and other work outside the standard session are not included unless expressly agreed. The Practice will provide the proposed scope, fee and any limitations for approval before undertaking chargeable additional work.

13.4 Overdue amounts. The Practice may issue reasonable reminders and, after considering clinical safety and applicable consumer law, may defer non-urgent future appointments where valid invoices remain unpaid. This does not authorise an undisclosed penalty, unlawful debt-collection practice or unsafe abandonment of care.

14 · Private-Practice Cancellation, Rescheduling and Refunds

14.1 Notice. The Client may cancel or reschedule without a late-cancellation charge by notifying the Practice through an agreed booking or contact channel at least 24 calendar hours before the scheduled start. The time at which the Practice receives the notice is used to assess the notice period.

14.2 Late cancellation and non-attendance. For private appointments, a late cancellation or failure to attend may attract a cancellation charge of up to 100% of the booked session fee only to the extent it is lawful, fair and reasonably proportionate to the Practice's actual or reasonably anticipated loss, having regard to costs avoided and whether the appointment can be rebooked. The charge is not automatic in every case. The Practice will advise the Client of any proposed charge and its basis.

14.3 Mitigation and exceptional circumstances. The Practice will take reasonable steps to mitigate avoidable loss and will consider genuine emergencies and other exceptional circumstances fairly. If the appointment is refilled for equivalent revenue, the Practice will not retain a duplicate session-fee recovery.

14.4 Practice cancellation. If the Practice cancels and cannot provide the agreed appointment, it will offer an appropriate alternative or refund any advance payment for the service not provided. No Client cancellation fee applies to a cancellation by the Practice.

14.5 Refunds. Prepaid unused sessions will be refunded where required by law. Any deduction for an expressly agreed and otherwise lawful charge will be transparent and reasonable. Fees for completed sessions remain subject to all non-excludable consumer remedies where the service did not meet a legal guarantee.

15 · NDIS and Other Third-Party Funding

15.1 Separate funding agreement. This document governs private counselling unless a separate written NDIS or other third-party funding agreement is expressly made. NDIS-funded work will commence only after support eligibility, the agreed support item, rate, payer, consent and applicable claiming conditions have been checked and documented.

15.2 NDIS rules take precedence. For NDIS-funded appointments, applicable current NDIS pricing schedules, rules and the specific participant agreement prevail over any inconsistent private-practice rate or cancellation provision. The Practice will not automatically charge the Client a funding shortfall, unclaimable item or private gap where doing so is prohibited or was not lawfully and clearly agreed.

15.3 Funding is not disclosure consent. Funding or invoice administration does not, of itself, authorise the Practice to disclose clinical notes or session content. Any disclosure will have an appropriate legal basis and be limited to what is reasonably necessary.

16 · Ending or Transferring Counselling

16.1 Client choice. The Client may end counselling at any time. Valid charges for services already provided and lawfully incurred cancellations remain payable, subject to the Client's rights under consumer law.

16.2 Practitioner decision. The Counsellor may decline to commence or may discontinue care for a professionally reasonable reason, including needs beyond competence, unmanaged conflict of interest, serious boundary or safety concerns, persistent unpaid valid accounts after fair notice, or a significant therapeutic impasse. This discretion will be exercised consistently with applicable professional duties and discrimination law.

16.3 Safe transition. Where reasonably practicable and clinically appropriate, the Counsellor will explain a decision to terminate, offer reasonable notice, discuss referrals and manage foreseeable risks associated with ending care. Immediate cessation may occur where necessary for safety, with appropriate steps taken consistent with the circumstances. The agreement does not exclude liability for unsafe termination.

17 · Practitioner Absence and Practice Interruption

17.1 Absence. Appointments may need to change because of the Counsellor's illness, leave, a consulting-room closure, severe disruption or other circumstances. The Practice will contact affected Clients when reasonably practicable and offer rescheduling, an appropriate alternative or a refund for a prepaid service not provided.

17.2 Continuity and closure. The Practice will maintain an appropriate continuity and secure-records plan for unexpected extended absence or closure, consistent with applicable privacy and professional requirements. Access to an independent alternative provider may be recommended where clinically appropriate.

18 · Concerns, Complaints and Professional Oversight

18.1 Raising concerns. Clients are encouraged, but are not required in all circumstances, to raise concerns directly with the Practice through its professional contact channels. The Practice will consider complaints respectfully and respond within a reasonable timeframe, taking account of the nature and urgency of the concern.

18.2 Independent complaints. Clients may contact the Victorian Health Complaints Commissioner through www.hcc.vic.gov.au or by telephone on 1300 582 113. The Practice will make the applicable Victorian general health service provider Code of Conduct and information about making complaints readily accessible. Nothing in this Agreement prevents lawful complaints to regulators or professional bodies.

19 · Rights, Responsibility and Consumer Guarantees

19.1 No promised outcome. The Practice does not guarantee a particular emotional, relational, financial or other personal outcome. This statement concerns the inherent uncertainty of counselling; it does not excuse a failure to provide services with due care and skill.

19.2 Statutory rights preserved. Nothing in this Agreement excludes, restricts or modifies any guarantee, remedy, duty of care, right to complain or other right that cannot lawfully be excluded, including rights under the Australian Consumer Law. No broad client release or blanket monetary cap on the Practice's liability is imposed by this Agreement.

19.3 Independent conduct. Each party remains responsible for their own conduct to the extent provided by law. The Client's decisions outside appointments do not automatically establish responsibility on the Practice's part; equally, this provision does not exclude liability where the Practice has breached a legal obligation.

20 · Administration of this Agreement

20.1 Written amendments. Any material change to services, fees or contractual terms will be notified reasonably in advance and agreed as required by law. The Practice will not unilaterally apply a material new term to an appointment already booked unless the Client agrees or the law permits.

20.2 Severability and priority. If a provision is invalid or unenforceable, the remainder continues to the extent legally permissible. Where law requires a different outcome, that law prevails. A separate written NDIS agreement, if applicable, prevails for NDIS-funded services to the extent of an inconsistency.

20.3 Governing law. Subject to applicable mandatory laws and statutory dispute-resolution rights, this Agreement is governed by Victorian law. Nothing here prevents a Client from approaching an appropriate regulator or exercising a statutory right to proceed in a competent forum.

21 · Client Acknowledgement and Signatures

I have read and understood this Agreement, including the 45-minute direct-contact / 15-minute documentation structure, private fees and cancellation policy, confidentiality limits, privacy information, professional boundaries and complaints pathway. I have had an opportunity to ask questions and understand that audio/video recording is not authorised by signing this Agreement; any such consent is dealt with separately in Schedule A. I agree to receive counselling on these terms, subject to my non-excludable legal rights.

Client full legal name	_____
Client signature	_____
Date	_____
Representative / lawful authority (if applicable)	_____

Counsellor	Leo Nguyen
Counsellor signature	_____
Date	_____

Schedule A

Optional Session Recording Authorisation

This is a separate consent form. Complete it only if the Practice proposes to record any session. If this form is not completed, no session recording is authorised. Ordinary clinical notes do not require this form.

A1. Recording choice. I understand that recording is optional and that I may receive ordinary counselling without consenting to recording. My choice for a specified session or date range is:

☐ I do not consent to recording

☐ I consent to the recording described below

A2. Method and session(s). Proposed recording method:

☐ Audio ☐ Video

Session date(s) or limited date range: _____

Specify clearly. Do not use an unlimited open-ended authorisation.

A3. Purpose (tick only those agreed):

☐ My own clinical care / review with the Counsellor

☐ Confidential supervision by the named supervising professional identified below

☐ Other specified purpose (requires separate explanation): _____

No publication, marketing or external training use is authorised by this form.

A4. Handling. The Counsellor has explained where the recording will be securely stored, who may access it, the applicable retention approach, and my right to withdraw prospectively. Those details have been supplied to me in writing.

Recording-specific information / reference: _____

A5. Withdrawal and additional uses. I may ask the Counsellor to stop recording. Any recording already made will be handled as required by law and the applicable Privacy Policy. A new authorisation is required for a new material purpose or a materially different recording arrangement.

Client name _____

Client signature _____ Date: _____

Counsellor Leo Nguyen

Counsellor signature _____ Date: _____