

# TERMS AND CONDITIONS

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You are certifying that you are over the age of 18 years or if you are under the age of 18 years that you have consent from a parent or guardian. If you are under the age of 18 years you need to obtain consent from your parent or guardian. Consent will include providing your guardian's name and contact details.

## GENERAL DISCLAIMER

Everglow Psychology & Wellbeing provides support, guidance and tools to clients for improved mental health. By engaging in our services, you agree that Everglow Psychology & Wellbeing cannot be held responsible for any decisions that you may make, or any consequences that eventuate from these decisions. You are liable and fully responsible for any decisions you make based on our services or recommendations and any consequences which may result.

Everglow Psychology & Wellbeing reserves the right to refuse, restrict, and/or cancel our services to anyone, for any reason, at any time, and at our sole discretion. We are not a crisis service and do not have the ability to manage crises. Please see our resources page for services to help you in a crisis or emergency situation.

## AMENDMENT OF TERMS

Everglow Psychology & Wellbeing holds the right to revise, modify or amend these Terms and Conditions at any time and without notice. Please check these Terms and Conditions regularly prior to using our website to ensure you are aware of any changes. We will aim to highlight any significant changes where possible. If you choose to visit our website, your continued access is a confirmation that you have agreed to the Terms and Conditions in effect at the relevant time. If at any time you choose not to accept these Terms and Conditions, you may not use the Everglow Psychology & Wellbeing website.

## LIMITATION OF LIABILITY

The disclaimers, limitations of liability and indemnities within these Terms and Conditions do not exclude rights that by law may not be excluded. Such rights include, but are not limited to, those rights under the Australian Consumer Law. Everglow Psychology & Wellbeing disclaims all liability to any other persons for any losses, damages or liabilities that arise out of or referable to the website or the material accessed via our website.

## JURISDICTION

These Terms of Use are governed by and construed in accordance with the laws of Victoria, Australia. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of Victoria, Australia.

## COPYRIGHT AND MATERIALS

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## YOUR PRIVACY

Everglow Psychology & Wellbeing complies with all relevant Commonwealth and State legislation governing its operations. For further details, please refer to the Privacy Policy PDF available on our website.

## COMMUNICATION

Email and other forms of communication and any attachments are confidential and are intended solely for the use of the individual to whom it is addressed. If you have received an email or another form of communication from us in error, please let us know immediately by reply email and delete it from your system. Any email is also subjected to copyright and no part of it can be reproduced, communicated, or forwarded without permission of the author of the email. You agree that by communicating with us that you will adhere to our Terms and Conditions.

## DISCLOSURE OF INFORMATION

Everglow Psychology & Wellbeing may be required, in certain circumstances, to disclose information in good faith and where Everglow Psychology & Wellbeing is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.

## THIRD PARTIES

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third-party websites will be governed by their own terms of use. The user of this site will assume all risks and costs arising from the use of any website linked to this site.

## PAYMENTS

Payment details are required at the time of booking your initial appointment. Payments are to be made in person or online via credit card. If a client fails to pay any amount under the agreement on the due date for payment, the provider may immediately suspend the client's use of the services, cancel the client's appointments, terminate the agreement, and/or initiate proceedings against the client to recover the outstanding amount without any liability, until all overdue fees are paid.

## CANCELLATIONS AND REFUNDS

Rescheduling and cancellations can be disruptive to our schedule. If you need to cancel or reschedule an appointment, please give us at least 48 hours notice, otherwise, you will be charged 50% of the cost of the scheduled session. The full session fee will apply for non-attended appointments with no notice provided. If for any reason your psychologist is unable to attend the appointment, we will notify you by email and your psychologist will contact, you to reschedule the appointment. Please note our services and payments are non-refundable.

## MEDICARE REBATE

If you are eligible for Medicare rebates for our services, you are required to have a GP referral. You need to email a copy of your GP referral to Everglow Psychology & Wellbeing prior to your first appointment. Your medicare details will be taken prior to your appointment. Your Medicare rebate will be processed automatically and deposited into your bank account. If for any reason, Medicare discloses that you are not eligible for a rebate, you are required to pay the full amount for the appointment. Both the client and Everglow Psychology & Wellbeing have the right to terminate any

services agreement for any reason, including the ending of the services that are already underway.

## YOUR RIGHTS

Psychology in Australia is regulated by AHPRA. This is to ensure your rights as a client are protected. To understand your rights as a client engaging in psychological services please visit the [Australian Psychological Society Charter](#).

These Terms and Conditions govern your use of this Site. Please read them carefully and be sure to contact us if you have any questions.

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