

SERVICE AGREEMENT 2021

I. TERMS OF THE AGREEMENT

1.1. The terms of this Agreement (the “Terms”) will begin on the date of this Agreement and will remain in full force and effect until completion of the Services, subject to earlier termination as provided for in this Agreement.

2. UNDERTAKING

2.1. The Client agrees to do everything necessary to ensure that the terms of this Agreement take effect.

2.2. Clients are required:

2.2.1. To actively participate in the individual and/or group sessions;

2.2.2. To ensure that homework activity is complete and returned as per the facilitator’s instruction;

2.2.3. To do all things necessary to commit to the scheduled individual and/or group session dates and times as set out by D&M Consultants.

3. ROLE OF FACILITATOR

3.1. The role of the Facilitator throughout the individual and/or group sessions is to:

3.1.1. Encourage learning in a safe and meaningful way.

3.1.2. Take observation notes (what is seen and heard) – Please note that “note-taking” may occur in various forms, such as on a computer, iPad, mobile phone, note-pad. Notes will be taken before, after and while each session is occurring.

3.1.3. Monitor and intervene in circumstances where behaviour (verbal, physical, emotional) is considered inappropriate.

4. ADMINISTRATION

4.1. All correspondence from the Client to the Service should be sent via email (amelia@dmconsultants.com.au).

4.2. In the event of a cancellation or an emergency, occurring within 24 hours of a scheduled session, D&M Consultants may be contacted on 1300 841 080.

5. FEES FOR SERVICE

5.1. Fees must be paid in the full amount as quoted by D&M Consultants, or as per the Ezyppay payment plan, as agreed to via the online portal.

5.2. In the event that a Client has nominated to utilise Ezyppay’s direct debit payment method and they do not attend a scheduled session (regardless of the reason), their direct debit payments will still occur.

- 5.3. In the event that D&M Consultants are required to terminate a client based on any of the reasons listed in section 11, clients will still be required to pay the agreed upon counselling package/REFRAME YOUR LIFE Program.
- 5.4. Should a client be approved by D&M Consultants to exit the program early, consideration will be given regarding payment for future sessions.
- 5.5. No refunds will be offered for payments which have already occurred via Ezypay.

6. PUNCTUALITY

- 6.1. All parties must use his or her best endeavours to arrive at the nominated premises 5-10 minutes prior to each scheduled session (individual or group).
- 6.2. Late attendance will be documented by one of the facilitators.
- 6.3. In the event that a facilitator has noted ongoing issues regarding punctuality, the Client may be required to attend a review meeting. The fee for this will be \$150 (45 minute session).

7. CANCELLATION

- 7.1. In the event that the Client is unable to attend a scheduled session, he or she must notify the Service in the manner set out in clause 4.1 or 4.2 above.
- 7.2. A make-up session must be organised with D&M Consultants for any missed individual/group session/s.
- 7.3. **For individual sessions** - if a Client does not attend a scheduled individual session (and no notice provided regarding the absence), the Client will be charged a cancellation fee of \$100. This will need to be paid prior to any further service being provided.
- 7.4. **For group sessions:**
 - 7.4.1. If a Client does not attend a scheduled group session, they will be required to provide a medical certificate. In this instance, no fee will be charged for the make-up session.
 - 7.4.2. In the event that a medical certificate is not provided, an administration fee of \$150 (45 minute session) will be charged for a make-up session.

8. CONDUCT OF SESSIONS

- 8.1. The Client must not be under the influence of drugs or alcohol during a group or individual session.
- 8.2. The Client must not smoke cigarettes or use drugs or alcohol during or while on any premises while attending a session.
- 8.3. The Client must not bring any items to any sessions that could be used to harm or injure another person.

9. RECORDS, REPORTING & COMMUNICATION

- 9.1. There are some exceptions to client confidentiality:
 - 9.1.1. Should a breach of the Service Agreement occur, this will be documented and may be shared with your legal representative.
 - 9.1.2. Facilitators are required to report any immediate threat to the life or safety of a person. This includes suspected abuse and criminal acts such as assault and damage to property. Police will be notified if criminal behaviour occurs during a session and/or in the presence of a Facilitator. Facilitators are required to also notify the relevant government agencies if they become aware of reportable issues.
 - 9.1.3. Any correspondence from parties participating in our service [emails/phone calls] may be recorded/documented.
 - 9.1.4. The Service is required to provide records to a court if subpoenaed to produce documents.

10. ELECTRONIC DEVICES & MOBILE PHONES

- 10.1. No mobile phones (including smart watches) will be permitted at any time.
- 10.2. Video recording or other recording devices are not permitted at any time.
- 10.3. All devices (electronic) must be either handed to a facilitator at the commencement of the session, or kept in your personal vehicle for the duration of the group or individual sessions.

II. GROUNDS FOR DISCONTINUING A SESSION AND/OR WITHDRAWING THE SERVICE

The Service and/or the Facilitator reserve the right to suspend or terminate the use of the Service at any time. Reasons for terminating or suspending the Service include but are not limited to the following circumstances:

- 11.1 In the event that three (3) sessions are cancelled by the Client.
- 11.2 In the event that we have made contact with the Client on numerous occasions regarding punctuality.
- 11.3 In the event that the Client displays aggression or makes threats towards other participants or displays any behaviour perceived as threatening, uncooperative or inappropriate towards the facilitator/s, either in person or via correspondence.
- 11.4 In the event that the facilitator forms the view that the Client is under the influence of alcohol or drugs.
- 11.5 In the event that any criminal acts are attempted or committed during a session.
- 11.6 In the event that payment is in arrears.
- 11.7 If ongoing medical exemptions are received or no medical certificates are received when a cancellation for medical reasons occur.
- 11.8 In the event of a breach of any of the terms and conditions as set out in the Service Agreement.

12. AGREEMENT

- 12.1 The Client accepts the contents of this Service Agreement;
- 12.2 All relevant information has been provided to D&M Consultants.

*I am applying to use the Service of D&M Consultants & Counselling.
I have read, understood and accepted all of the terms and conditions contained in
this Agreement which apply to the use of the Service.*

Name: _____

Signature: _____

Date: _____

INFORMATION RELEASE CONSENT FORM

D&M Consultants are committed to client confidentiality and will not provide or discuss client details such as name, address, phone numbers or any other personal information to persons outside of the Service, unless provided with written consent.

I, _____ provide my consent, to the facilitators of D&M Consultants, to discuss with the following persons, relevant matters regarding my involvement with their service.

	<i>Initial or check</i>	<i>Name of person (if known)</i>
1. Ex/Current Partner	_____	_____
2. Legal Representatives	_____	_____
3. Family member/s	_____	_____
5. Family Consultant (report writer)	_____	_____
6. (please specify)	_____	_____

I understand that I may revoke my consent at any time by providing written notice to D&M Consultants.

Participant's Signature

Date