



Qualified Counsellors

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Qualified Counsellors - Terms and Conditions

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This document outlines Qualified Counsellors terms and conditions for use of services and website.

These terms and conditions regulate the business relationship between you and us. When you buy a service from us, you agree to be bound by them.

No person under the age of 18 years may purchase Services. If you are under 18, please ask an adult for help with appropriate support services.

We are: Qualified Counsellors (Progressive Counselling Pty Ltd, trading as)

Our address is: PO Box 189 Woodville SA 5011

You are: a visitor to a website owned by us and/or a customer (client) of ours and/or a perspective customer (client) of ours.

1. Definitions

In this agreement:

“Consumer” means any natural person who, in connection with this agreement, is acting for purposes which are outside his business;

“Our Website” means the entire computing hardware and software installation that is or supports Our Website.

“Services” means any of the services we offer for sale on our Website and include generally available updates and support services so far as specified for each service.

“Content” means any material in any form published on Our Website by us or any third party with our consent.

“Material” means Content of any sort posted by you on Our Website

2. Our contract with you

These terms and conditions apply:

2.1 So far as the context allows, to you as a visitor to Our Website; and

2.2 In any event to you as a buyer or prospective buyer of our Services.

2.3 We shall accept your order by e-mail confirmation. That is when our contract is made. Our message will also confirm details of your purchase receipt.

2.4 We cannot guarantee that every Service advertised on our website is available. If at any time a Service for which you have paid becomes unavailable, we will immediately refund any money you

have paid. Our refund will cover the period of unavailability and not any period for which Services have been available.

2.5 We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Services.

2.6 If in future, you buy Services from us under any arrangement which does not involve your payment via Our Website, these terms still apply so far as they can be applied.

2.7 If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 28 days from the date of your order.

3. Your account with us

3.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Services. If you do not do this, we may terminate your agreement with us.

3.2 If you use the website or our services, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.

3.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

3.4 You agree to have only one account with Us. We may close any duplicate accounts created without notice.

4. Price, payment and service provision

4.1 It is possible that the price may have increased from that posted on our Website. If that happens, we will not provide the Services until you have confirmed that you wish to order at the new price.

4.2 You agree to pay the specified charges for the Services using the allowed payment methods as outlined on our website.

4.3 Payments are billed in advance before any service is provided.

4.4 Our Services may be provided by the way we have described on our website.

4.5 If we are not able to provide your Services within [5] days of the date of your order, we shall notify you by e-mail to tell you the likely provision date.

4.6 We may change the nature or provision of the Services at any time. We may tell you about any such change by email or by posting details on Our Website.

4.7 If we change the nature or provision of the Services, you may terminate this contract.

4.8 If a change we make in the provision of the Services, involves action on your part, and you do not take that action, we are entitled to terminate the Services to you without notice.

4.9 You may not share or allow others to use the Services in your name.

4.10 We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted. Interruption to the Services for reasonable periods for

maintenance or causes beyond our control is not a ground for repayment of money you have paid. When we are aware of the likelihood of down time, we will tell you in advance.

4.11 All published prices are inclusive of any government taxes and charges unless otherwise noted.

4.12. Any unpaid invoices in the Customer's Account must be paid in full before new Service(s) will be provided.

4.13 Failure to pay any fees may result in the account being referred to an external collection agency, which may include interest (calculated daily) and collection costs.

5. Cancellation of order

5.1 You may not cancel your initial order for the Services at any time.

5.2 We do not offer refunds under any circumstances unless explicitly allowed under these terms and conditions.

5.3 This paragraph does not affect your rights in the event that you have a genuine and valid complaint about the way we have provided the Services to you. This paragraph does not also remove any rights you may have under common consumer law.

6. Dissatisfaction with the Services

6.1 If for any reason you are not completely happy with our service, contact us immediately and tell us:

6.1.1 exactly what the concern is;

6.1.2 the date, if relevant, of the concern;

6.1.3 when and how you discovered the concern;

6.1.4 the result of the concern;

6.1.5 your suggestion as to action we should take to resolve the situation and restore your faith in us.

6.2 you can report all problems with your Service by logging in to My Account and selecting Report a Problem.

7. Disclaimers

7.1 We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Services, at any time and without advance notice.

7.2 You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large web based business. We would be grateful if you bring to our immediate attention, any that you find.

7.3 We give no warranty and make no representation, express or implied, as to:

7.3.1 the adequacy or appropriateness of the Services for your purpose;

7.3.2 the truth of any Content on Our Website published by someone other than us;

7.3.3 any implied warranty or condition as to merchantability or fitness of the Services for a purpose other than that for which the Services are commonly used;

7.3.4 compatibility of Our Website with your equipment, software or telecommunications connection.

7.4 Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.

7.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Services.

7.6 In any event, including the event that any term or condition or obligation on our part ("Implied Term") is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the goods or services you have purchased.

8. Client Confidentiality

We have a separate Client Confidentiality Agreement which can be found on our website. This agreement outlines specific aspect of the confidentiality aspect of a counselling session. You have agreed to have read this and understood it.

9. Social Media Policy

We operate with a social media policy. This policy is designed to help ensure your confidentiality. This policy is on our website and you agree to have read and understood it.

10. Privacy Policy

Our privacy policy can be located on our website. You agree to have read it and be bound by it.

11. Fair Use Policy

Our Fair Use Policy can be located on our website. You agree to have read it and be bound by it.

12. Confidential Information and Intellectual Property Rights

12.1 You agree to keep safe the Confidential Information and not to disclose or make available for disclosure to any person, any part of it.

12.2 We will defend the intellectual property rights in connection with our Product and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).

12.3 We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, and shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.

12.4 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.

12.5 You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.

12.6 Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

13. System Security

13.1 You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.

13.2 You may not use any software tool for the purpose of extracting data from our website.

13.3 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

14. Service availability limitations

14.1 Our service is only available to anyone aged 18 years.

14.2 You must be physically located geographically within Australia. Should you at any time leave the country you agree to cease using our services until such time as you return to Australia. Should you no longer be in Australia and cannot use our services no refunds are available for services already paid for.

15. Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Web Site, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

16. No guarantee of service

16.1 When endeavour to always be able to provide you with a counsellor however at times we may not be able to such as if we consider you or someone else is at imminent risk, we do not have a counsellor available who may be able to meet your requirements, the reasons you are seeking counselling are not deemed suitable to be delivered by a non-face to face means or other reasons that may arise from time to time.

16.2 If we cannot provide a service to you we will refund all monies paid for un-used services as soon as possible however no later than 28 days from becoming aware of this.

16.3 If we cannot provide services to you we will arrange where possible appropriate referral to other services however we are not bound to do so.

17. Miscellaneous provisions

17.1 When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.

17.2 Nothing in this agreement or on Our Website shall confer on any third party any benefit or obligation.

17.3 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that

changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

17.4 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

17.5 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

17.6 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees, agents or contractors.

17.7 The Customer agrees to abide by all local, state and federal laws pursuant to the Service(s) delivered by Us.

17.8 The Customer agrees that these and all Qualified Counsellors Terms, Policies and Agreements are governed by the laws of South Australia, Australia, and agrees to the exclusive jurisdiction of the Courts of that state.

You agree to have read and understood Qualified Counsellor's terms and conditions, and you agree that they form part of the contract between us.