

Client Liability Waiver & Agreement

Forge Clarity PTY LTD - ABN - 12 685 199 124

Practitioners Name: Tegan Elza Banks - Preferred name "Elza"

info@forgeclarity.com.au

The following information provided below is outlined in the Forge Clarity Google Booking Form, scroll to the bottom to sign and date this - the Client Liability Waiver & Agreement - and upload it to the Forge Clarity Google Booking Form.

At Forge Clarity, your privacy and confidentiality are of utmost importance. Our team complies with PACFA Code of Ethics, Privacy Act 1988 (Cth), and the Health Records and Information Privacy Act 2002 (NSW) along with other relevant legislation.

All information shared during counselling sessions is treated as confidential. This includes verbal, written, and electronic records. Confidentiality is a cornerstone of the therapeutic relationship and is upheld in accordance with the PACFA Code of Ethics and relevant privacy laws/acts.

Exceptions to confidentiality include:

- Situations where we are legally obligated to disclose information (e.g., court orders, mandatory reporting).
- Instances where there is a serious risk of harm to yourself or others.
- Cases where you provide written consent to share information with a third party (e.g., a GP or family member).

Complaints and Concerns

If you have any concerns about how your personal or health information has been handled, please contact us directly at info@forgeclarity.com.au so that our team can address your concerns promptly and professionally.

If you are not satisfied with my response, you can lodge a complaint with:

- The Psychotherapy and Counselling Federation of Australia (PACFA).
- The Office of the Australian Information Commissioner (OAIC).

Our commitment to you:

- We will be fair, careful and respectful in our work together.
 - We will use best practice to help you overcome the problem you are experiencing.
 - We will attend carefully to your problems and to the information that you bring
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- We will make every effort to keep scheduled appointments: if an appointment has to be cancelled, or if we will be unavoidably late, we will let you know as soon as possible.

Your commitment to us:

- You will recognise that your treatment is a shared effort, which will require your hard work and honest, active participation.
- You will discuss any difficulties you have in following agreed treatment suggestions and strategies during treatment.
- Cancellation and Rescheduling Policy: You will make every effort to keep scheduled appointments: if an appointment must be cancelled, or if you will be unavoidably late, you will let us know as soon as possible. A \$50 deposit/booking fee is required for all sessions. We understand plans can change as such all rescheduling be adjusted at no additional cost online via our website. However, booking fees/deposits are non-refundable upon cancellation.

If you have a complaint about this service, you should – if this is appropriate – discuss this with me in the first instance. If that is not possible, or if it would be inappropriate, you should raise your complaint in a manner that you feel comfortable with. As part of the counselling service to you, we will need to collect and record personal information from you that is relevant to your current situation. This information will be a necessary part of the counselling assessment and treatment that is conducted. You may access this material in your file subject to National Privacy Principle 6.

Assumption of Risk

By participating in therapy sessions provided by Forge Clarity PTY LTD, I acknowledge and accept the following risks:

- Emotional Risks: Therapy may involve discussing sensitive or traumatic experiences, which could temporarily intensify emotional distress.
- Technical Risks: Zoom sessions may experience disruptions (e.g., connectivity

issues, hacking, or accidental screen-sharing) despite security measures.

- Confidentiality Risks: While Forge Clarity uses encrypted platforms, absolute privacy in digital communication cannot be guaranteed.

- Scope of Service:

- Services are provided by volunteer licensed practitioners or student practitioners under supervision as part of clinical placement hours.

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- These sessions are not a substitute for crisis care or long-term clinical treatment.

I understand these risks under NSW law, including the Civil Liability Act 2002 (NSW) (<https://legislation.nsw.gov.au/view/html/inforce/current/act-2002-022>), which governs liability for voluntary services.

Release of Liability

To the fullest extent permitted by law, I release Forge Clarity PTY LTD, its directors, volunteers, and affiliates from:

- Claims arising from emotional distress or technical disruptions during sessions.
- Liability for unintended breaches of confidentiality due to factors beyond reasonable control (e.g., Zoom vulnerabilities).
- Consequences of actions taken by volunteer practitioners within their scope of Practice.

This release aligns with Section 5Q of the Civil Liability Act 2002 (NSW) (<https://legislation.nsw.gov.au/view/html/inforce/current/act-2002-022>), which limits liability for volunteers acting in good faith.

Confidentiality Commitment

Forge Clarity PTY LTD agrees to:

- Comply with the [Privacy Act 1988(Cth)]

(<https://www.legislation.gov.au/Series/C2004A03712>) and [Health Records and Information Privacy Act 2002 (NSW)]

(<https://legislation.nsw.gov.au/view/html/inforce/current/act-2002-071>).

- Use Zoom configurations (encrypted meetings, waiting rooms, password protection).
- Securely store session records and destroy them after 7 years, per NSW health regulations.

I agree to:

- Keep others' shared information confidential.
- Use a private location and secure internet connection during sessions.

Exceptions: Mandatory reporting under NSW law (e.g., risk of harm under [Children and Young Persons (Care and Protection) Act

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1998](<https://legislation.nsw.gov.au/view/html/inforce/current/act-1998-157>)).

Compliance with Policies

I agree to:

- Adhere to Forge Clarity's Code of Conduct (e.g., respectful communication, no harassment).
- Avoid recording sessions without written consent, as prohibited under Surveillance Devices Act 2007 (NSW) (<https://legislation.nsw.gov.au/view/html/inforce/current/act-2007-064>).
- Use technology meeting minimum security standards (e.g., updated antivirus software).

Breaches may result in termination of services, per Australian Consumer Law (<https://www.accc.gov.au/consumers/consumer-rights-guarantees>) (Schedule 2, Competition and Consumer Act 2010).

Participant Consent

I consent to:

- Engage in therapy via Text, Whatsapp, Phone, and or Zoom and understand the inherent risks of telehealth.
- Work with student practitioners under supervision, as disclosed prior to sessions.
- Be referred to NSW-based emergency services (e.g., NSW Mental Health Line (<https://www.health.nsw.gov.au/mentalhealth/Pages/mental-health-line.aspx>) if my needs exceed volunteer practitioners' scope. I acknowledge that Forge Clarity may collect and store my data per their Privacy Policy, compliant with the Privacy Act 1988.

Changes to This Policy

This policy may be updated from time to time to reflect changes in legislation or professional standards. The most current version will always be available on my website

or provided upon request. This document was last updated on 10/07/2025.

Consent

By signing and engaging in counselling and psychotherapy services with Forge Clarity, you acknowledge that you have read, understood, and agree to the Client Confidentiality & Agreement Document, details outlined in the Forge Clarity Booking Form, Privacy Policy, Grief Group Guidelines, Code of Conduct and all additional documents provided by Forge Clarity located <https://forgeclarity.com.au/documents>.

Emergency Contact Information

Legal Name.....

Residential Address.....

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Phone Number.....

I,

have read and understood the above Client Liability Waiver & Agreement. I agree to these conditions for the Counselling/Psychotherapeutic services provided by Forge Clarity PTY LTD, its directors, volunteers and employees. I confirm that:

- I have read and understood all that has been outlined herein and in all other documents.
- I waive rights to legal action against Forge Clarity PTY LTD for risks outlined herein said documents.
- I understand that volunteer practitioners maintain their own professional indemnity insurance (licensed) or are covered by their educational institution (students).

Clients Full Legal Name:

Residential Address:

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Client Date of Birth:

Signed by Client: Date:

Signed by Counsellor: Date:

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If you would like to be emailed a copy of this document, please mark this box.