

Client Confidentiality & Agreement Document

Forge Clarity PTY LTD

ABN - 12 685 199 124

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

Contact Information: info@forgeclarity.com.au

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

- 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.

We understand plans can change as such all rescheduling be adjusted at no additional cost online via our website. A \$50 deposit/booking fee is required for all Regular Sessions. A \$90 deposit/booking fee is required for all Urgent Sessions. 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.

- 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 HIPAA-equivalent 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

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 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.

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Note: Any field with an asterisk is required to be completed.

Date: _____

Client Full Legal Name _____

Street Address _____

Suburb _____ Post Code _____

Same for Mail(Y/N): _____

Email Address _____

Home Phone _____ Mobile _____

May We:

Call you at home? Y/N - Call your mobile? Y/N - Email you? Y/N - Text your mobile? Y/N

Zoom ID (if needed) _____

Date of Birth _____ Age _____ Occupation _____

Employer _____

Marital Status _____ Children/Age _____

In Case of Emergency

Notify _____ Relationship _____

Phone Number _____

Primary Care Doctor _____ Phone _____

Reason for Counselling/Psychotherapy Now

Previous Experience with Mental Health Support (When, with whom, why...)

How were you referred to my services?

Family History

Briefly describe any relevant emotional, medical or chemical dependency issues within your family.

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 19/03/2025.

Consent

By engaging in counselling and psychotherapy services with Forge Clarity, you acknowledge that you have read, understood, and agreed to this Client Confidentiality & Agreement Document.

I, have read and understood the above Consent Form. 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 this document.
- I waive rights to legal action against Forge Clarity PTY LTD for risks outlined herein.
- I understand that volunteer practitioners maintain their own professional indemnity insurance (licensed) or are covered by their educational institution (students).

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.

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