

# CLARITY TO THRIVE

## CLIENT TERMS AND CONDITIONS



Please read these terms and conditions which apply to the provision of my professional services. By making an appointment, you are agreeing to the following terms and conditions. If you are unable or unwilling to agree to these terms and conditions, then you should not book an appointment or continue with your course of therapy.

### FREE INITIAL CONSULTATION

You will be offered a free 30 minute online initial consultation. No therapy will be provided during the consultation.

The purpose of this initial consultation is to help me understand how your issue is showing up for you, and discuss the changes you'd like to see. During this call, I will provide an estimate of the number of sessions required to address your presenting issue, based on the information shared. Estimates are only rough guidelines and are subject to change.

### BOOKING AND PAYMENT

- ☐ Full payment must be made before the session. If payment is not received 24 hours before your session, the session may be cancelled and may be offered to someone else.
- ☐ It is your responsibility to pay the session fees before each scheduled session to confirm the appointment booking.
- ☐ Refunds will not be issued for cancellations made within 48 hours of the scheduled session

### CANCELLATION, RESCHEDULING & REFUNDS

#### Cancellation & rescheduling

If you need to cancel or re-schedule a session, please notify me as soon as possible. Notification of cancellation must be made via email or phone call at least 48 hours prior to an in-person session or 24 hours for an online session.

#### Refunds

- ☐ You are entitled to a full refund if a session cannot be agreed upon or if the session is cancelled with proper notice.
- ☐ No refunds will be issued for cancellations made within 48 hours of in-person sessions or 24 hours of online sessions.

- ▣ Session fees are for my time and professional expertise and are not a guarantee of a successful outcome. Therefore, no refunds will be given for any sessions where you have attended and paid for the session.
- ▣ If you have booked a discount package or therapy program and choose to discontinue your therapy process before attending all the sessions, a pro-rata refund will be issued after deduction of the full standard session fee for any sessions you have attended.

## Session Fees

All professional fees will be disclosed to you prior to booking. My professional fees are subject to review and may increase from time to time, but any fee increase will be confirmed before booking. You will always receive confirmation of the professional fees before booking.

## CONTACT BETWEEN SESSIONS

You can reach me via phone, email, or text and I will respond within 24 hours. Additionally, I will provide check-ins at 24 hours, 7 days, and 21 days after your session.

## MEDICAL OR PSYCHOLOGICAL CONDITIONS

- ▣ I may ask questions about your medical history to establish any contraindications to treatment. This will also help to assess whether your health is affecting (or being affected by) the therapeutic goals you wish to achieve. Please update me of any medical changes during your course of therapy, or if you are returning to therapy after a period of absence.
- ▣ If you are receiving care or treatment from any medical or healthcare practitioner, you may be asked to seek their permission before therapy sessions can commence.
- ▣ I will be unable to offer my professional services if you suffer from epilepsy or any form of psychosis

## AGE RESTRICTIONS

You must be at least 18 years old to participate in online sessions. Clients under the age of 18 must be accompanied by a parent or guardian and will be seen in person..

## ATTENDING YOUR SESSIONS

Please ensure that you are available at your session start time. If you are running late, please let me know as soon as possible. While I will do my best to accommodate your schedule, I cannot guarantee a full session if you arrive late.

## HYPNOTHERAPY RECORDINGS

Hypnotherapy recordings should be listened to for 21 consecutive days to reinforce positive changes. Please ensure that these recordings are not listened to while driving, operating machinery, or undertaking any other activity that requires concentration. Any recording provided is for your personal use only. Sharing, lending, copying, distributing, or selling the recordings is strictly prohibited.

## OUTCOME OF SESSIONS

There is no guarantee of a specific outcome, as results vary from person to person. The agreement to work on the issues presented by you does not imply or guarantee the resolution of your presenting issues. However, I will always endeavour to use my best efforts and skills to work towards your goals and intended

outcomes.

## HEIGHTENED EMOTIONAL STATES

Please be aware that therapy can induce heightened emotional states and uncover deeply held beliefs, emotions, and memories. It is not uncommon to experience emotional discomfort as part of the therapeutic process. If you feel overwhelmed at any point, it is important to let me know so that we can adjust the therapy accordingly.

## STANDARDS OF BEHAVIOUR

- ☐ During the course of any therapy sessions, I will treat you with respect and not abuse the trust you place in me. I will use best practices at all times in our mutual interest. In return, you agree not to harm yourself, or any other person, including me, or any property belonging to either of us.
- ☐ You agree not to attend sessions under the influence of alcohol or recreational drugs, except for medications prescribed by your doctor. If you attend sessions under the influence of alcohol or drugs, or demonstrate violent or abusive behaviour, I will cancel the session and may refuse to see you for any future sessions without refunding any payment already made.

## CONFIDENTIALITY

All contact, including sessions, telephone conversations and emails, will be conducted in confidence and may be recorded. Prior to any recording, your agreement will be sought. All recordings, conversations and notes will remain confidential, except in the following circumstances:

1. Where you give permission for confidentiality to be broken and provide consent for information to be shared.
2. Where I am compelled by a court of law or legally required to disclose information.
3. Where there is a possibility of harm to yourself or others, fraud, or when minors (under 18 years old) are involved.
4. Where a referring GP or other healthcare professional requires a report. A copy of the report will be available on request.

## LIABILITY & INDEMNITY

Under no circumstances will Jodie Livingstone be liable for any damages, including without limitation, direct, indirect, incidental, special, punitive, consequential, or other damages (including without limitation lost profits, lost revenues, or similar economic loss), whether in contract, tort, or otherwise, arising out of the advice or information provided to you during professional services provided by Jodie Livingstone.

You agree to defend, indemnify, and hold Jodie Livingstone harmless from and against any and all claims, losses, liabilities, damages and expenses (including legal fees) arising out of your participation in the professional services.

## GOVERNING LAW

These terms and conditions and any other matters arising out of or in relation to these terms, shall be governed by and construed in accordance with the laws of Australia. You agree to submit to the exclusive jurisdiction of the Australian courts to settle any dispute which may arise out of or in connection with these terms and conditions.

# TERMS AND CONDITIONS UPDATES

These terms and conditions are subject to change and revisions without notice. Please familiarise yourself with any amendments if you have re-started therapy with me after a long period of absence.

## DATA PROTECTION

Your personal data is collected, processed, used, and stored in accordance with the attached privacy policy, which outlines the data I collect and how it is stored. By booking an appointment, you signify your acceptance of this Privacy Policy. If you do not agree to this policy, please do not book an appointment. The terms of this Privacy Policy may change from time to time without prior notice, so please check my website periodically for any changes.

## CONCERNS & COMPLAINTS

If you have a concern or complaint regarding your therapy, please discuss this with me in the first instance and I will endeavour to resolve the issue.

## STATEMENTS OF UNDERSTANDING

By booking an appointment with Clarity to Thrive, you agree to this Client Agreement and understand and agree to abide by the terms and conditions

☐ I confirm that I have been advised by Jodie Livingstone of the scope of the therapies provided and give my full consent to receiving therapy sessions from Jodie Livingstone.

☐ I understand that results may vary from person to person and the agreement by Jodie Livingstone to work on the issues or problems presented by me, does not guarantee resolution.

☐ I understand that hypnotherapy or any other therapy or information provided by Jodie Livingstone either in person or via telephone, email or internet, is not a replacement or substitute for medical psychological or psychiatric treatment. If I have any doubts or concerns about my health, I will seek advice from a qualified healthcare professional.

☐ I declare that, if advised by Jodie Livingstone prior to or following any therapy sessions, to seek medical approval, I will consult with my GP, or other healthcare professional and obtain the appropriate written approval for Jodie Livingstone before my next therapy session.

☐ I have been advised that I am free to terminate any or all sessions at any time.

☐ I agree to participate actively in the therapy process and to make reasonable use of therapeutic suggestions and recordings

☐ I have accurately answered all questions and provided background information during the initial consultation and will continue to do so

## CONFIDENTIALITY

By booking an appointment, I consent that Jodie Livingstone may release information to a specific individual or agency if it has been determined that a vulnerable person (child or elder) is at risk; if I am in imminent danger to myself or others; or if a subpoena of records has been requested.

I also understand that Jodie Livingstone may discuss aspects of my case with other colleagues while keeping my identity confidential unless I have given permission otherwise.