

Terms and Conditions

Website and counselling services

TRADING NAME	Counselling with Jicinta Elliott
LEGAL SERVICE PROVIDER	Counselling For Her Pty Ltd ABN 11 677 421 046
CONSULTING COUNSELLOR	Jicinta Elliott ACA Level 4 Registered Clinical Counsellor
LAST UPDATED	18 August 2026

By booking or attending a counselling appointment, or accepting these terms through the online booking system, you confirm that you have read and agree to these Terms and Conditions.

1. About these terms

Counselling with Jicinta Elliott is a trading name of Counselling For Her Pty Ltd. These Terms and Conditions apply to counselling services booked with Jicinta Elliott through the website or a linked booking system, and to your use of the website.

In these terms, '**I**' and '**me**' refer to Jicinta Elliott, '**the Practice**' refers to Counselling For Her Pty Ltd trading as Counselling with Jicinta Elliott, and '**you**' refers to each person receiving, arranging or paying for counselling.

Each adult taking part in individual, relationship or family counselling is asked to accept these terms. If you arrange counselling for another person, you confirm that you have authority to do so. The client will also be involved in consent wherever they are able to provide it. Please contact me before the appointment if anything in these terms is unclear.

2. What counselling involves

Counselling is a collaborative process. Sessions may involve discussing your experiences, relationships, emotions, patterns, goals and possible ways forward. Services will be provided with due care and skill and within my professional scope. However, counselling outcomes vary and no particular result can be guaranteed.

Counselling is not a substitute for emergency, medical or psychiatric care. I do not prescribe medication, provide medical diagnosis or offer legal or financial advice. I may recommend that you also seek support from a GP, psychologist, psychiatrist, allied health practitioner or another specialist where this may better meet your needs.

You may ask questions, decline a particular approach, request a referral or end counselling at any time. Fees already incurred and the cancellation policy will still apply.

3. Suitability, safety and emergencies

The Practice is an appointment-based service and messages are not monitored continuously. If you or another person is in immediate danger, call Triple Zero (000) or attend the nearest emergency department. Lifeline provides 24-hour crisis support on 13 11 14. For domestic, family or sexual violence support, contact 1800RESPECT on 1800 737 732.

I may pause, decline or end counselling where the service is outside my scope, a conflict of interest arises, risks cannot be safely managed, payment remains outstanding, or the therapeutic relationship is no longer workable. Where appropriate and reasonably possible, I will discuss this with you and provide referral options.

4. Appointments and participation

Session length, location and format are shown when you book. Please arrive or join on time and be available for the full session. If you are late, the appointment will usually still finish at the scheduled time. If you are more than 15 minutes late and have not contacted me, the appointment may be treated as a late cancellation or non-attendance.

Please attend sessions free from the effects of alcohol or non-prescribed drugs and communicate respectfully. A session may be ended if behaviour becomes abusive, threatening, unsafe or substantially affected by intoxication. The full fee may apply where the booked time cannot reasonably be offered to another client.

You must not photograph, video, audio-record, transcribe or use automated recording tools during a session unless every participant and I have agreed in writing beforehand.

5. Fees, payment and rebates

Current fees are displayed on the booking page or confirmed before the service is provided. You must provide a valid payment method when requested. Unless another arrangement has been agreed, the session fee may be charged on the day of the appointment. Overdue accounts may need to be paid before another appointment is offered.

Counselling is a private service and Medicare rebates do not apply. If you intend to claim through private health insurance or another funder, you are responsible for checking your eligibility and the amount that may be reimbursed.

6. Cancellation and rescheduling

Please provide at least **2 clear business days' notice** if you need to cancel or reschedule. Cancellations made with less notice, or non-attendance, will usually incur the full session fee because the appointment has been reserved for you and may not be available to another client.

If illness or an exceptional circumstance prevents attendance, contact me as soon as possible. Any waiver or reduction is considered case by case and is not automatic. If I need to cancel or reschedule, you will not be charged for the cancelled session. Any amount already paid will be refunded or transferred to another appointment, according to your preference.

7. Online counselling

For online sessions, you are responsible for choosing a private and reasonably secure place, using a suitable device and internet connection, and providing your current location and an emergency contact if requested for safety. You must be physically located in Australia during the session unless we have agreed otherwise in advance.

Technology can occasionally fail. We will make reasonable efforts to reconnect. If a significant interruption is caused by the Practice's systems, I will arrange a fair alternative such as completing, rescheduling or crediting the affected time. If the interruption is caused by your device, connection or environment, the appointment fee may still apply.

8. Privacy, records and confidentiality

Personal and health information is handled in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles and the Privacy Policy available on the website. Information is collected and used where reasonably necessary to provide counselling, manage appointments and payments, maintain clinical records, meet professional obligations and operate the Practice.

Counselling is confidential, but confidentiality is not absolute. Information may be used or disclosed:

- with your consent;
- where required or authorised by law, including in response to a valid court order or subpoena;
- where reasonably necessary to lessen or prevent a serious threat to a person's life, health or safety and disclosure is permitted by law;
- where child-safety or other safeguarding concerns arise and disclosure is required or authorised by law;
- for confidential clinical supervision or professional consultation, using de-identified information where practicable; or

- to trusted service providers involved in bookings, records, telehealth, payments, information technology or professional advice, subject to appropriate privacy and confidentiality obligations.

Clinical records may be requested through legal process. Email and SMS are useful for administration but cannot be guaranteed to be completely secure and should not be used for urgent or highly sensitive clinical communication.

9. Relationship and family counselling

When more than one person attends, each participant is a client of the counselling process and is expected to respect the privacy of the others. I will explain how joint records, individual contact and any separate sessions will be handled.

Information shared with me separately may need to be discussed in the joint work if it is materially relevant to the relationship, informed consent or safety. I cannot agree in advance to keep information secret where doing so would undermine the counselling process or create a safety concern. If this arises, I will discuss the appropriate next step with the person involved.

An individual conversation held as part of relationship counselling does not automatically establish a separate individual counselling relationship unless we expressly agree to that arrangement.

10. Clients under 18

If counselling is arranged for a person under 18, the person making the booking is responsible for having legal authority to consent and ensuring that any parenting, guardianship or court orders permit the appointment. Copies of relevant orders may be requested. The young person's views, privacy and capacity to participate in decisions will be respected in a way that is appropriate to their age, circumstances and safety.

11. Third-party funding

If another person or organisation is paying for your sessions, the Practice may share the minimum information reasonably needed for administration, invoicing and payment, such as your name, appointment date, attendance and fee. Therapeutic content will not be shared without your consent unless disclosure is required or authorised by law.

You are responsible for checking any funding approval or limits. If a funder declines payment, you may be responsible for the fee where this was explained and agreed before the service was provided. A separate service agreement may apply to NDIS or other funded services. Where there is an inconsistency, that agreement applies to the funded service.

12. Website information, links and intellectual property

Website content is general information only. It does not replace counselling, medical care or advice tailored to your circumstances. Although reasonable care is taken when preparing content, it may not be complete, current or suitable for every person. Please also read the Medical Disclaimer available on the website.

The website may contain links to third-party websites. These links are provided for convenience and do not amount to endorsement. The Practice is not responsible for third-party content, availability or privacy practices.

Unless otherwise stated, website text, graphics and downloadable materials are owned by or licensed to the Practice. You may view or print them for personal, non-commercial use. They must not be copied, republished, altered or commercially used without prior written permission.

13. Concerns and complaints

You are welcome to raise a concern directly with me so I have an opportunity to understand it and respond. Email **hello@jcintaelliott.com** or call **0450 066 431**.

You may also contact the [Australian Counselling Association](#) through its complaints process. For health services provided in Queensland, you may contact the [Office of the Health Ombudsman](#).

14. Consumer rights and limitation of liability

Services come with consumer guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these terms excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded.

To the extent permitted by law, the Practice is not responsible for indirect or consequential loss arising from reliance on general website information, third-party content, or circumstances outside the Practice's reasonable control. This clause does not limit liability for a failure to provide services with the care and skill required by law.

15. Changes, governing law and contact

The Practice may update these terms when services, professional requirements or laws change. The current version will be published with its update date. A material change will apply prospectively and will not remove rights or obligations that arose before the change.

These terms are governed by the laws of Queensland, Australia. Courts with jurisdiction in Queensland may hear disputes, subject to any rights you have under applicable consumer law.

Questions about these terms can be directed to **hello@jicintaelliott.com** or **0450 066 431**.

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