



Website Terms and Conditions For

Business Name: Inner Wisdom Counselling and Wellbeing

ABN: 90 184 097 277

Website: <https://innerwisdomcounsellingandwellbeing.com.au>

Introduction and Definitions

This document describes the Terms of Use (**Terms**) for the <https://innerwisdomcounsellingandwellbeing.com.au> (**Website**), Online Booking Platform (<https://clientportal.zandahealth.com/clientportal/innerwisdomcounsellingandwellb>), and any other digital services (collectively referred to as **Digital Services**) owned or operated by Melissa Garstang-Leary trading as Inner Wisdom Counselling and Wellbeing (ABN 90 184 097 277) ("Inner Wisdom", "we", "us", or "our").

A user is any individual who accesses, browses or uses our **Website** or **Digital Services (User)**. A **User** does not have to hold an account with our **Website** or **Digital Services** or be a client with Inner Wisdom Counselling and Wellbeing.

Acceptance of Terms and Conditions

By using or browsing our **Website** and **Digital Services**, you agree to be bound by these **Terms**. Should you disagree with these **Terms** for any reason, you must stop using our **Website** or **Digital Services**. These **Terms** apply to all **Users**, not just clients and those with accounts.

Furthermore, these **Terms** do not replace, nor are they replaced by, any agreement or consent form that a client may sign with us prior to commencing their tenure as a client.

Acceptable Website Use

As a **User**, you have a right to browse and interact with our **Website** and other **Digital Services**, provided it is in accordance with these **Terms** and does not contravene other legislation. The following actions are expressly prohibited:

- Any use that violates federal law, state law or other regulations is expressly prohibited.
- **Users** must not tamper or interfere with the regular operation of our **Digital Services**. This includes attempting to access restricted areas, bypass account verification, attacking the site through DoS, DDoS or other malicious means.
- **Users** are prohibited from reverse engineering our website or other **Digital Services** through the source code or other similar measures for any purpose, not limited to accessing unauthorised information or replicating the site.
- **Users** are similarly prohibited from using any content published on our **Website** or other **Digital Services** for personal or corporate gain (including publishing content on personal platforms without the written permission of Inner Wisdom Counselling and Wellbeing and / or the copyright holder).
- Using **Digital Services** (such as the contact form or bookings systems) to harass, stalk or otherwise intimidate staff, practitioners or other **Users** is prohibited.



- At no point should **Users** access, reproduce or distribute protected, confidential or copyrighted content without the owner and / or copyright holder's approval.

Inner Wisdom Counselling and Wellbeing reserves the right to limit or suspend access, refer criminal activity to the police or take legal action against any individual or entity violating these **Terms**. Inner Wisdom Counselling and Wellbeing is not obligated to warn **Users** prior to taking action when responding to a violation of these **Terms**.

Services Provided

Inner Wisdom Counselling and Wellbeing provides professional counselling services, including child, family, and couples counselling, under the ethical guidelines of primary registration bodies, ACA and PACFA, including other secondary registration bodies relevant to professional registration and practice. Services may be delivered in person, online, or via telephone, depending on the circumstances and as agreed to within the intake process and by informed consent.

Inner Wisdom also provides psychoeducation courses. These courses might be delivered in person or via an online platform. We do not provide crisis or support emergency intervention.

Bookings

All sessions must be booked in advance via our Online Booking Platform or by contacting us directly. By booking a service, you acknowledge and accept the specific terms, conditions, and fees associated with that service. While use of the Online Booking Platform is governed by the **Terms**, any appointment booked through the platform is governed by the respective **Terms** for that service.

We expect that all clients use our Online Booking Platform in a respectful manner. The following actions are expressly prohibited. Engaging in these actions will result in your access being limited or suspended, or subject to legal proceedings as permitted by these **Terms**, including:

- Using the platform to harass, intimidate, or otherwise commit deceitful or unlawful conduct.
- Using the platform in such a way that causes disruption to our practitioners, staff, or other clients. This includes booking excessive or unnecessary number of appointments, booking multiple appointments in one day, or excessively cancelling appointments.

Cancellation and Rescheduling

Cancellation, rescheduling, and payments are detailed in the *Cancellation and Payment Policy*, accessible on the **Website**, and should be reviewed in conjunction with these **Terms**.

Privacy

The protection of personal information is of paramount concern for Inner Wisdom Counselling and Wellbeing. The *Privacy Policy* governs the collection and use of any personal information we collect, including why we collect it, and how we protect it. By using our **Website** and **Digital Services**, you agree to having your information processed and stored in accordance with our



Privacy Policy, which is accessible on the **Website** and should be reviewed in conjunction with these **Terms**.

Copyright and Intellectual Property

The content on the website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the **Website**, including but not limited to text, logos, graphics, media video or audio clips, are owned or controlled for these purposes are reserved by Inner Wisdom Counselling and Wellbeing or its contributors.

We expressly prohibit the redistribution, modification or reproduction of the content published to our **Website** for any commercial purpose or gain unless prior written consent is granted from Inner Wisdom Counselling and Wellbeing.

When content is generated by an individual **User**, the **User** remains the copyright holder. However if a **User** chooses to submit that content to Inner Wisdom Counselling and Wellbeing in the form of feedback or a suggestion, they waive any rights or claims to that content and its use by Inner Wisdom Counselling and Wellbeing.

To meet ethical legal and professional obligations, Inner Wisdom Counselling and Wellbeing reserves the right to maintain a copy of any content submitted by an individual **User**, including in the form of enquiries or feedback.

Website Content and Maintenance

The content on the **Website** is for informational purposes only. The **Website** is to provide information for **Users** seeking to engage therapeutic services and/or psychoeducation courses.

No website content should be considered as professional therapeutic and/or medical advice or treatment. The information is provided as general information which may or may not be applicable to your personal circumstances or mental health conditions and does not constitute a therapeutic relationship.

Inner Wisdom Counselling and Wellbeing cannot consider your specific circumstances, history, potential diagnosis, or financial situation. Inner Wisdom Counselling and Wellbeing cannot be held liable for any action or inaction taken based on the content published to our **Website**.

We do not guarantee that the website is free from errors, viruses, or that access will be uninterrupted. Inner Wisdom Counselling and Wellbeing maintains the features and content of the **Website** and **Digital Services** on a best effort basis, with no obligations to ensure functionality.

Modifications

Inner Wisdom Counselling and Wellbeing reserves the right to amend these **Terms** at any time without notice. Any changes will be effective immediately upon posting the updated version to the **Website**. We encourage **Users** to check this page periodically for any changes to our **Terms**.



As the owner and operator of the **Website**, Melissa Garstang-Leary reserves the right to alter, add, rephrase, suspend, remove, restrict or otherwise modify any content published or functions enabled on the **Website** without the need to provide further notice. This change could affect a paragraph, section or the entire Inner Wisdom Counselling and Wellbeing **Website**. Furthermore, Inner Wisdom Counselling and Wellbeing does not maintain or publish a change log.

Cookies

We use cookies to analyse website traffic and optimise your website experience. By accepting our use of cookies, your data will be aggregated with all other **User** data.

User Accounts

Users can create accounts on our Website and our Online Booking Platform to access content, make bookings and other similar functions. **Users** are individually responsible for their accounts, including but not limited to keeping login details secure.

Users must ensure the information they provide, such as email address or phone numbers, is up-to-date and accurate. Any **Users** violating these **Terms** may have their account limited or suspended without warning and may face legal action in accordance with these **Terms**.

General Disclaimer

Nothing contained on the **Website**, **Digital Services** and or social media is intended to be used as medical advice and is not intended to be used to diagnose, treat, cure or prevent any disease. Inner Wisdom Counselling and Wellbeing does not accept any liability for any injury loss or damage incurred by the use or reliance on this information.

Linkage to external websites should not be taken to being endorsement or a recommendation of any third-party products or services offered by virtue of any information material or content linked from or to this **Website**. **Users** of links provided by this **Website** are responsible for being aware of which organisation is hosting the site they visit. We are not responsible for the content, privacy practices, or accuracy of information on third-party websites.

Limitation of Liability

To the maximum extent permitted by law, Inner Wisdom Counselling and Wellbeing is not liable for any direct, indirect, incidental, or consequential loss or damage resulting from the use of the **Website** or **Digital Services**.

Indemnity

To the maximum extent permitted by law, you must indemnify Melissa Garstang-Leary, and hold Inner Wisdom harmless, against any liabilities suffered or incurred by us arising from or in connection with your use of our **Website** or any breach of these **Terms**. This indemnity is a continuing obligation, independent from the other obligations under these **Terms**, and continues after these **Terms** end. It is not necessary for us to suffer or incur any liability before enforcing a right of indemnity under these **Terms**.



Dispute Resolution

By accepting these **Terms**, you agree to use best endeavours to use negotiation and mediation to resolve disputes arising from or in connection with these **Terms**. If a dispute arises out of or relating to these **Terms**, either party may not commence Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought):

- A party to the **Terms** claiming a dispute has arisen under the **Terms**, must give written notice to the other party detailing the nature of the dispute, the desired outcome, and the action required to settle the dispute.
- On receipt of that notice by the other party, the parties to the **Terms** must, within 28 days of notice, endeavour good faith to resolve the dispute expeditiously by negotiation or such other means upon which they may mutually agree. If for any reason whatsoever, 28 days after the date of notice, the dispute has not been resolved, the parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or nominee.
- The parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation. Without limiting the foregoing, undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The parties must each pay their own costs associated with the mediation.
- The mediation will be held in Brisbane, Australia.

Governing Law

These **Terms** are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding, or claim of whatever nature arising from or in any way relating to the **Terms** and the rights created hereby shall be governed, interpreted, and construed by, under and pursuant to the laws of Queensland Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The **Terms** shall be binding to the benefit of the parties hereto and their successors and assigns.

Severance

If any part of these Terms and Conditions is to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms and Conditions shall remain in force.

Contact Information

If you have any questions about these **Terms**, please contact Melissa Garstang-Leary (Inner Wisdom Counselling and Wellbeing):

- **Email:** melissa@innerwisdomcounsellingandwellbeing.com.au
- **Phone:** 0481 397 505
- The most up to date contact details are available on the **Website:** <https://innerwisdomcounsellingandwellbeing.com.au>