

Rae Kruger Counselling Privacy Policy

Rae Kruger Counselling and Training (RKCT) complies with Australian privacy legislation and standards, safe-guarding your information.

We are committed to maintaining the highest standards in protecting the privacy of our service users.

All Services provided by RKCT meets the Australian health services requirement to comply with legislation and regulations which protect the use and disclosure of personal information.

Collection of Information and Privacy Protection

RKCT makes every effort to adhere to the Guidelines for Federal and ACT Government World Wide Websites developed by the Australian Privacy Commissioner and the Australian Privacy Principles. Australian Privacy Principles can be found at <https://www.oaic.gov.au/privacy/australian-privacy-principles/read-the-australian-privacy-principles/>

Your Private Information and National Privacy Principles

During the consultation - personal and health related information is collected for administrative and professional services purposes by RKCT. Occasionally non-identifiable and identifiable client information need to be disclosed for referral or reporting purposes. Information is collected in order to provide professional face to face and remote services. A client has the right to

refuse to disclose personal information; however, it may prevent service provision in some cases.

All RKCT practitioners are required to operate within the relevant Commonwealth, State and/or Territory Government guidelines, principles and the law regarding Privacy of Information.

RKCT practitioners do not require individual consent to disclose information when such information is necessary to prevent or lessen a serious or imminent threat to the client or any other person (adult or child) directly or indirectly associated with the client where their health, life or safety or well-being is, or may be, placed at risk.

All client information collected is kept by the practitioner in either a secure data storage facility, device or a secured electronic server facility where sensitive information can only be accessed by appropriately qualified and authorized personnel in possession of security access codes.

The National Privacy Principles may give clients the right to access their own client records, however, costs incurred in the processing of the request, including photocopying and time taken to photocopy will be passed on to the client.

There are a limited number of situations when a request for access to client records



may be denied in part or in full by the practitioner. These include where:

- Access would pose a serious threat to the life or health of any individual;
- The privacy of others might be affected;
- The request is frivolous or vexatious;
- Information relates to existing or anticipated legal proceedings;
- Access would prejudice negotiations with the individual;
- Access would be unlawful;
- Denying access is required or authorized by or under law;

All personal information gathered by your practitioner during the provision of the service will remain confidential and secure except when:

- It is subpoenaed by a court, or
- Failure to disclose the information would place you and/or another person at risk; or
- Your prior written approval has been obtained to:
- Provide a written or verbal report to another professional or agency. eg. a Medical General Practitioner or a Barrister and/or Solicitor (lawyer); or
- Discuss the material with another person. e.g. a parent/carer/guardian, advocate or employer.

Client Services Agreement

The Client voluntarily consents to participate provided by RKCT practitioners upon signing of and the entering of this Client Services Agreement (Agreement). Methods to be used in the provision of these services will be explained to you by your Practitioner. All such processes are hereafter referred to as "services." The Client understands and agrees that the practitioner's services will address only the mutually agreed upon and

specified concerns. The Client agrees to inform the Practitioner of changes in their circumstances, mental health and/or medical status that may adversely affect their ability to participate fully in the services provided.

The Practitioner agrees to render ethical, competent services to the Client, to the best of their ability and within the limits of their professional knowledge and training. The Client understands and agrees that they are unable to assure or predict the results or outcomes.

The Client has the right to ask questions about any process and to discuss any concerns before, during, or following these services. The Client has the right to cease engaging at any time and noncompliance with services provided may reduce the probability of successful outcomes.

The Client's signature on the form indicates that they have read, understand and accepted the terms and conditions of this Agreement and have entered into it voluntarily.

Use of Audio Recordings

The Practitioner may make audio, video and/or digital recordings of sessions conducted with the Client. The Client accepts that the acceptance of professional services by the practitioner and the signing of this Agreement is an automatic approval to audio, video and/or digitally record all sessions conducted with the client directly or over any telecommunication or electronic communication service or secure computer equipment.



Risk

The Client acknowledges and accepts that there may be a risk associated with the Practitioner's services. In that during the provision of these services, the Client may experience some uncomfortable emotions or review some unpleasant memories. The Client acknowledges and accepts these risks.

Disclaimer of Liability

The Client acknowledges and accepts all responsibility and risks associated with the provision of these services provided by the Practitioner. The Client hereby releases and discharges the Practitioner, Rae Kruger Counselling and Training, its employees, subcontractors, representatives, directors, officers shareholders or agents or those of its affiliated organisations or agents or anyone else involved with the Practitioner, Rae Kruger Counselling and

Training jointly or separately from any and all liability and from each and every complaint, demand, claim or cause of action existing, including but not limited to negligence or direct, indirect, incidental, special or consequential damages, or loss which may hereafter arise resulting directly or indirectly from the conduct of these services.

In jurisdictions (States or Territories) which do not allow some or all of the above limitations of liability, liability shall be limited to the greatest extent allowed by the law of that jurisdiction.

The client further agrees that if any part of this Agreement is found to be invalid by a Court of Law or any Tribunal, all other sections will be deemed as still applying and be valid.

