

Peter Foster
Individual and Relationship Counsellor

Terms of Engagement

These Terms of Engagement are designed to inform you about the conditions upon which I will provide my counselling service to you so that you may be clear about what to expect of me. I invite you to question and discuss these Terms with me at any time.

Before proceeding with any counselling service, I will ask for your assurance that you have read, understood and agree to these Terms of Engagement.

Modes of Counselling

These Terms of Engagement shall apply across all modes of counselling, which may include face-to-face counselling, telephone counselling, online forms of counselling (video, instant messaging) and/or counselling by email exchange in the state of New South Wales.

Consent to Provide Personal Information

I may take notes during counselling sessions. Any personal information you provide to me will be done by your choice and with your consent. I will request information that may include but may not be limited to your residential address, contact details, demographic information, life history, and any other information that is relevant to your current situation and the service I am providing to you. I acknowledge and affirm your rights to question my reasons for seeking particular personal information at any time, and to withhold personal information.

Privacy

I am bound by the legal requirements of the *Privacy Amendment (Notifiable Data Breaches) Act 2017* when collecting, using and holding personal information necessary for the purpose of providing my service. I will give a copy of my Privacy Policy Statement to any person who uses my counselling service or otherwise wishes to know how I manage personal information. The Statement contains information about how personal information may be accessed, how corrections to personal information may be requested, and how I handle complaints about my management of personal information.

Electronic Recording

I will not make any electronic recording of any counselling session without first discussing with you the purpose of the recording and obtaining your prior written consent to do so. Such recordings will be stored securely and deleted after being used for their intended purpose. They will not be kept as part of your clinical record. (Electronic recording may sometimes be offered as a tool to allow clients to review patterns of behaviour in couple counselling, or for use in clinical supervision).

Access to Your Information

If requested, I will provide you with access to the information I have kept about you.

Confidentiality

All information you provide me will remain confidential and secure, except where:

- I am compelled by a court to disclose the information; or
- I am required to report to authorities that I have reasonable grounds to believe that a child is in need of protection from significant harm; or
- I have reason to believe that failure to disclose the information may involve a serious risk of harm to you or others; or
- You have given your written consent to disclose or discuss the information with another professional person

Fees and payment for services

My schedule of fees is listed on the *Fees* page of my website. Payment for service is requested at the end of each counselling session and a range of payment options is available. If I assess that continuing with a counselling session is not safe or appropriate, I will terminate the session without charge.

Cancellation of appointments

If you need to cancel your appointment, please let me know as soon as possible. I will cancel your booking in my online appointments diary, and you can book another appointment at your convenience. I will not charge you any fee if you cancel an appointment.

Contact

You are welcome to contact me by phone, text or email at any time. My contact details are listed on the *Contact* page of my website. I will respond as soon as it is practicable for me to do so. I do not undertake to be available on call or to provide crisis support. A range of support services is listed on the *Emergency* page of my website.

Complaints

The NSW Health Care Complaints Commission has the power to deal with and take action in relation to complaints about Unregistered Health Practitioners, which includes counsellors. The [Code of Conduct for Unregistered Health Practitioners](#) sets out the minimum practice and ethical standards with which unregistered health service providers are required to comply. It informs consumers what they can expect from practitioners and the mechanisms by which they may complain about the conduct of, or services provided by, an unregistered health service provider.

I am committed to abide by the Code of Conduct and to endeavor to resolve any concerns that may be expressed to me about services I have provided. If I am unable to resolve such a concern, I will refer the complainant to the Inquiry Service of the Health Care Complaints Commission (<https://www.hccc.nsw.gov.au/>)

Changes to These Terms of Engagement

I am willing to negotiate changes to these Terms provided such changes do not limit my capacity to provide an effective service or do not compromise professional, legal or ethical standards. Any changes to these Terms will be incorporated in a revised Terms of Engagement document.