



TERMS AND CONDITIONS OF SERVICE

Thank you for using the services of Alisha Weston.

The Terms and Conditions of Service set out below (“**Terms**”) govern your access and use of Alisha Weston (**Alisha Weston**) services (including the provision of psychological treatment to Clients by qualified psychologists) (collectively the “**Services**”) and form a binding agreement between Alisha Weston Pty Ltd ACN 634 154 760 (collectively or individually “**Alisha Weston**”, “**we**”, “**us**”, “**our**” and similar grammatical forms). Clients who use, access, and/or subscribe to Alisha Weston’s Services must do so under the following Terms (this “**Agreement**”). This Agreement constitutes a legally binding agreement between Alisha Weston and you. Please read it carefully and contact us if you have questions or concerns.

The Services, including all intellectual property and confidential information, is owned and operated by Alisha Weston. Our privacy policy is located at alishaweston.com/privacy-policy (“**Privacy Policy**”).

By using or accessing and/or subscribing to the Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you do not agree to this Agreement, then please cease using the Services immediately. We recommend that you save a copy of this Agreement for your records.

Alisha Weston may, from time to time, amend this Agreement. Any such amendments will be posted on the Website and will take effect at least fourteen (14) days after such posting. If you do not accept such amendments to the Agreement, you cannot continue accessing or using the Services. By continuing to access or use the Services, you agree that the then current version of this Agreement (including any amendments effective at that time) or Privacy Policy applies to your access and use of the Services.

1. Interpretation

- 1.1 In these Terms, words importing the singular include the plural and vice versa. References to a party includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity and a reference to a party to this document includes the party’s successors, permitted substitutes and permitted assigns. Any terms used in these Terms have the same meaning as in the Tax Invoice.
- 1.2 In these terms:
 - (a) **Appointment** means the arrangement to meet with a qualified Psychologist and representative of Alisha Weston.
 - (b) **CCA** means *the Competition and Consumer Act 2010* (Cth) and all related regulations, as amended from time to time;
 - (c) **Client** means the person, firm, organisation or corporation using the Services as set out in the Contract;
 - (d) **Facilities** means the premises at 13 Isabel St, Toowoomba City QLD 4350;
 - (e) **Psychologist** means the Psychology Board of Australia (PsyBA) registered Psychologist engaged by Alisha Weston.
 - (f) **GST** means the tax payable on a Taxable Supply within the meaning of the GST Act;
 - (g) **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related Act imposing such tax or legislation that is enacted to validate;



- (h) **Session** means the engagement of Services between the Client and Psychologist.
- (i) **Taxable Supply** has the meaning given to the term in the GST Act;
- (j) **Terms** means these terms and conditions.
- (k) **Website** means the Alisha Weston website located at [www.alishaweston.com].

2. Acceptance & Agreement

- 2.1 The Services are provided to you in accordance with this Agreement and subject to these Terms.
- 2.2 Upon acceptance of these Terms, you may only use the Services in accordance with these Terms.
- 2.3 You are taken to have accepted, and are immediately bound by, these Terms, upon you:
 - (a) continuing to access and use the Services after viewing or receiving a copy of these Terms;
or
 - (b) by any other means or method which informs Alisha Weston of your acceptance.

3. Using the Services

- 3.1 You must be at least eighteen (18) years of age to access and use the Services.
- 3.2 You agree not to misrepresent your identity or any personal information. You warrant that all data provided by you to us is correct, accurate, current and complete.
- 3.3 To the full extent permitted under any applicable law, Alisha Weston declines any responsibility for any acts or omissions made by a minor with or without a parent or guardian's permission. If you are under eighteen (18) years of age, you may only access the Services with the involvement and consent of a parent or guardian.
- 3.4 You must only use the Services in accordance with these Terms and any applicable laws.
 - (a) By entering this Agreement, you acknowledge and agree that you engage with the Services at your own risk and responsibility.
- 3.5 You acknowledge and understand that all information shared by the Services will be kept confidential except in cases where there is a risk of harm to yourself or others, as required by law, or as permitted by professional ethics.
- 3.6 You agree to indemnify, defend and hold harmless Alisha Weston, its directors, officers, employees, consultants, agents, and affiliates, from any and all third-party claims, liability, damages and/or costs (including, but not limited to, legal fees on an indemnity basis) arising from your use (or misuse) of the Services or your breach of the Terms.
- 3.7 You must only use the Services in accordance with these Terms and any applicable laws.
 - (a) By entering this Agreement, you acknowledge and agree that you engage with the Services at your own risk and responsibility.

4. Pricing and Payments

- 4.1 Fees for Services are charged at hourly rates and will be discussed prior to the commencement of your intake session.
- 4.2 Unless otherwise agreed or stated, all amounts payable are expressed inclusive of Goods and Services Tax ("**GST**").
- 4.3 Payment is at the time of Appointment unless other arrangements have been made in advance.
- 4.4 We accept payment by cash, credit card or electronic transfer.
- 4.5 In case of missed appointments without 24 hours' notice, a cancellation fee may apply.
- 4.6 You will be issued a tax invoice on the day of your appointment.
- 4.7 You remain responsible for any uncollected amounts. If payment is not successfully settled, due to expiration, insufficient funds, or otherwise, we may suspend access to Services until we have successfully charged a valid payment method.
- 4.8 Our fees may be increased over time. We will make reasonable efforts to notify you of any changes.



Cancellation of Appointments & Refunds

- 4.9 A Client may cancel an Appointment up to 24 hours before the Appointment free of charge.
- 4.10 If a Client cancels an Appointment less than 24 hours before an Appointment, Alisha Weston may charge the Client the full amount payable for the Appointment and the Client, if charged, must pay that amount.
- 4.11 Alisha Weston may, at their absolute discretion, accept or deny any cancellation or refund request by a Client without reason or explanation.
- 4.12 If Alisha Weston learns of any error in the charging of fees, then Alisha Weston may correct the error at any time and provide reasonable notice of the correction of the error at its discretion.

5. Client Indemnity

- 5.1 To the full extent permitted by law, the Client releases, discharges and indemnifies and keeps Alisha Weston indemnified from any and all claims and demands by third parties upon Alisha Weston arising out of or consequent on or incidental to:
 - (a) the use or misuse of the Services;
- 5.2 The Customer indemnifies Alisha Weston from any claims arising out of the use of the Services including damage to property or injury to persons.
- 5.3 Without limiting above clause 5.1, the Client agrees that to the full extent permitted by law, no warranties are given by Alisha Weston in respect of the Services. Any liability of Alisha Weston pursuant to any warranty which cannot be excluded by law will not exceed the cost of resupplying the Services, at Alisha Weston's sole discretion.

6. Client Responsibility

- 6.1 You acknowledge and agree that when engaging in the Services, you are responsible for:
 - (a) Providing the Psychologist with all relevant information in order for them to assist you. You acknowledge that the Psychologist's ability to assist you adequately depends on the presentation of all relevant facts during the Session.
 - (b) Behaving in a respectful manner, Alisha Weston does not tolerate any abusive behaviour and we reserve the right to terminate the Session if you behave in a manner that makes the Psychologist uncomfortable.
- 6.2 The Client releases Alisha Weston from any liability for the loss caused by fault of Services.
- 6.3 If there is a failure with the Services, the Client must immediately stop using the Services and notify Alisha Weston.
- 6.4 The Client must take all necessary steps to prevent injury occurring to persons or property as a result of the Services.

7. Client Liability

- 7.1 The Client will assume all risks and liabilities for, and in respect of, the Services and for all injuries to or deaths of persons and any damage to property howsoever arising from the Client's use of the Services, or attendance to the Facilities.

8. Intellectual Property

- 8.1 The intellectual property rights in all software and content (including all photographic images, specifications and design) made available to you on or through this Website remain the property



- of website owner or its licensors and are protected by copyright laws and treaties around the world. We reserve all of our rights and the rights of our licensors.
- 8.2 Despite the above restrictions on the use of the material on the Website, you may download material from the Website for your personal non-commercial use provided you do not remove any copyright and trademark notices contained on the material.
- 8.3 You are not allowed to use our logo or any brand of trade mark (or any marks which are similar in nature) without our prior written consent.
- 8.4 You may not modify or copy:
- (a) the layout of the Website; or
 - (b) any computer software and code contained in the Website.
- 8.5 We reserve all intellectual property rights, including, but not limited to, copyright in all material that is published on the website or elsewhere or services provided by us. The material provided on the Website is supplied for personal use only and may not be:
- (a) re-sold or re-distributed in any material form;
 - (b) stored in any storage media; or
 - (c) re-transmitted in any media; or
 - (d) used in any commercial sense
- without our prior written consent.
- 8.6 You may link to our Website home page, provided you do so in a way that is non-commercial, fair and legal and does not damage our reputation or take advantage of it. Still, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor can you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.
- 8.7 Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with us and you should not rely on the existence of such a connection or affiliation. Where a trade mark or brand name is referred to it is used solely to describe or identify the goods and services and is in no way an assertion that such goods or services are endorsed by or connected to us. All other trade marks or service marks on this Website are the property of their respective owners. You must obtain our written permission before reusing any copyrighted material that is published on this Website. Any unauthorised use of the materials appearing on this Website may violate copyright, trade mark and other property rights or legal protections and could result in criminal or civil penalties.
- 9. General**
- 9.1 Nothing in these Terms is intended to exclude, restrict or modify rights which the Client may have under the CCA or any other legislation which may not be excluded, restricted or modified by agreement.
- 9.2 A party waives a right under these Terms only if it does so in writing. Alisha Weston does not waive a right simply because it fails to exercise the right, delays exercising the right or only exercises part of the right. A waiver of one breach of a term of these Terms does not operate as a waiver of another breach of the same term or any other term.
- 9.3 If a provision in these Terms is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of it that is invalid or enforceable must, to that extent, and in that jurisdiction, be treated as deleted from these Terms. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction
- 9.4 Alisha Weston may assign or otherwise deal with the benefit of any contract made pursuant to these Terms without the consent of the Customer.
- 9.5 The Agreement is governed by the laws of the State of Queensland and each party submits to the exclusive jurisdiction of the Queensland Courts for all purposes.



10. Privacy

- 10.1 Alisha Weston use private rooms and you are not observed by anyone else while in Session. The Psychologist may print and keep a copy of your transcripts from emails or chat conversations. Any notes will be kept in accordance with the privacy policy and the provisions within the Australian Psychological Society Code of Ethics.
- 10.2 Our privacy policy sets out how we will use your information. You can find our privacy policy on our website or request a copy at the email address provided below. Any personal information collected by us through the Services, or otherwise collected by or on behalf of us, will be dealt with under our Privacy Policy.
- 10.3 We will comply with the Australian privacy legislation concerning your personal information. Please refer to our full privacy policy for details on how we collect, use and disclose your personal information.
- 10.4 By accessing or using any part of our Services, you agree to our Privacy Policy and consent to the collection, retention, use, and sharing of your information, including the transfer of your personal information and other information and data about you from your location and country of residence to Australia or other countries where the laws regarding your privacy may not be the same.
- 10.5 There is no transmission method, whether over the internet, electronically, or through our Third-Party service providers, that is fully secure and safe. Alisha Weston does not necessarily use encryption or other technologies to ensure the secure transmission of information via the internet or through Third-Party platforms and telecommunication services. All users of the Services are highly encouraged to exercise reasonable care in accessing, storing and sending personal information via the internet or through Third-Party platforms and telecommunication services.
- 10.6 We cannot guarantee the security of your personal information. If we are required by law to inform you of any unauthorised access, use, disclosure or Loss of your personal information, then we will notify you electronically, in writing or by telephone at our direction (if required and permitted to do so by law).