

SERVICE AGREEMENT

THIS AGREEMENT WAS CREATED: 12th October 2021

BY THE SERVICE PROVIDER Counsellingbytc

(ABN 76317739660)

BACKGROUND

The Client requires the services, as described in this Agreement to be provided.

The Client wishes to hire an independent contractor to provide the Services to the Client.

The Service Provider has the necessary skills, qualifications and experience to provide the Services to the Client.

The client agrees to the terms and conditions set out in this Agreement.

1. SERVICES

a. In consideration for the Client paying the Fees, and subject to the provisions of this Agreement, the Service Provider hereby agrees to provide the Client with the following services:

Providing Holistic Counselling. (This includes but is not limited to: Listening, analyzing present issues, Analyzing the influence of the past on the present, reducing symptoms of mental illness, helping clients manage symptoms of mental illness, Helping clients change maladaptive behaviors and thinking patterns, Helping clients understand themselves and other people, Support clients on their journey to better enjoy their time alive. Teaching emotional, cognitive and communication skills, Teaching clients how to effectively resolve emotional, relational and professional conflicts, guiding clients through crises, Teaching clients how to improve current relationships and build new ones, Teaching clients self-help skills such as deep breathing, meditation, thinking exercises and more, Offering non-directive advice and suggestions, helping clients learn to love and accept themselves, Reducing the stigma and shame of mental illness or adversity.)

b. The Services may also include any other tasks which the Parties may agree on.

2. LOCATION OF SERVICES

The Services may be performed at a location as agreed between the Parties.

3. TIMING OF SERVICES

- a. The Service Provider will commence providing the Services on the agreed date between the provider and the client.
- b. The Services will be completed on a date to be agreed between the Parties.

4. INSURANCE

- a. The Service Provider must obtain all relevant insurance policies ("the Insurance Policies"), including but not limited to:
 - i. all those insurance policies required by law;

5. NATURE OF RELATIONSHIP

The relationship between the counsellor and client is strictly supportive. The counsellor is not legally responsible for any client.

6. CURRENCY

Unless otherwise specifically provided, all monetary amounts contained in this Agreement are in Australian Dollars (AUD).

7. FEES

- a. In consideration for the Service Provider providing the Services in accordance with this Agreement, the Client agrees to pay fees to the Service Provider ("Fees") as follows:
 - a fixed sum of: **\$110**
 - b. the Parties acknowledge that the Fees are inclusive of any Goods and Services Tax ("GST")

8. INVOICING

- a. The Service Provider will be entitled to invoice the Client: **Prior to the session commencing**
- b. Once the Service Provider provides submits invoicing in relation to the Fees, the Client must make payment within the following timeframe: **7 days**

9. LATE PAYMENT OF INVOICE

a. If the Client does not make payment by the due date for payment as specified in the Invoice, the Service Provider may charge interest on any amounts outstanding, at the rate of: **10% per fixed fee session cost, accruing daily.**

b. If the Client does not make payment by the due date for payment as specified in the Invoice, the Service Provider may refrain from providing any further Services, or any other work for the Client or any other services to the Client (even if that work or those services are dealt with under a separate service agreement) until the Invoice has been paid in full.

c. If the Client does not make payment by the due date for payment as specified in the Invoice, the Service Provider may require the Client to pay in advance for any future Services or any part of the Services which have not been performed.

10. SESSION TERMINATION

b. In the event that the Client terminates this Agreement prior to completion of the Services: a 50% remaining session costs will be charged.

11. COMPLIANCE WITH LAWS

a. The Service Provider must, at the Service Provider's own cost, comply with all laws which relate to or affect the Services, the Agreement or the Service Provider, including but not limited to regulations, legislation, delegated legislation, ordinances, rules, codes and any other requirements of any Federal, State or Local authorities, bodies or government departments.

- b. The Service Provider hereby indemnifies, keeps indemnified and holds harmless the Client against any actions, costs, charges, claims or demands.
- c. If fees are not paid in full, legal action can be taken.
- d. No legality changes will be made to this agreement without the client being made aware.