



TERMS AND CONDITIONS

By booking and attending appointments with an allied or mental health practitioner from The Burrows Psychology Pty Ltd, you agree to our Business Terms and Conditions listed below and, on our [website](#).

These Business Terms and Conditions were last updated on 1 January 2025.

1. Parties

The Burrows Psychology Pty Ltd (the Provider; ABN: 77 682 183 375). The Burrows Psychology Pty Ltd provides neurodiversity affirming supports, including but not limited to therapy, counselling, assessment, mentoring and coaching tailored to the individual and holistic needs of the client (the '**Services**').

- AND -

You are the client, and your details outlined in the Booking Confirmation.

Where the client is under 18, or has a guardian or carer agreeing to these terms and conditions on their behalf, 'You' refers to both your child/the person you act as carer or guardian for, and your authority to act for, and make decisions for the ultimate client (the person receiving the therapeutic Service).

You have engaged The Burrows Psychology Pty Ltd to provide the Services. By continuing to work with The Burrows Psychology Pty Ltd after receiving these terms and conditions, You have accepted the terms and conditions and agree to the below.

This Agreement is read in conjunction with the booking confirmation email provided to You at the time of providing this Agreement ('**Booking Confirmation**').

2. The Engagement

- a) The Burrows Psychology Pty Ltd agrees to perform the Services for You, for the **Fees**, as set out in the Booking Confirmation, on the website, or on your itemised invoice.
- b) The Burrows Psychology Pty Ltd agrees to commence the agreed upon Services upon acceptance of the Booking Confirmation and these Terms and Conditions, and upon payment of the required Fees as invoiced to You.
- c) The Burrows Psychology Pty Ltd will provide the Services in-person, or by telephone or video conferencing software. Some assessments are required to be



undertaken in-person, which will be advised to You in writing at the time of Booking Confirmation.

- d) The Burrows Psychology Pty Ltd will only provide You with a refund of the Fee in the event they are unable to continue to provide the Services (the 'Refund').

3. Bookings

- a) The Burrows Psychology Pty Ltd uses Halaxy (provided by Halaxy Pty Ltd) as an electronic client management software, to organise bookings, appointments, invoices, and other administrative tasks where deemed appropriate by The Burrows Pty Ltd.
- b) If you book an appointment with The Burrows Psychology Pty Ltd, you acknowledge and agree to be bound by Our Business Terms and Conditions, Privacy Policy and other relevant legal documentation provided by Halaxy Pty Ltd (ACN: 633 220 612).
- c) The Burrows Psychology Pty Ltd will attempt to accommodate Your preferences in working with a clinician of your choice. However, if The Burrows Psychology Pty Ltd deems that Your request to see a particular clinician would not be an appropriate match, You will not be able to book an appointment with that particular clinician. In the event that your preferred provider is unavailable, You will be provided with a suggested alternative(s), either internally or externally to The Burrows Psychology Pty Ltd.
- d) If you book an appointment with The Burrows Psychology Pty Ltd, you acknowledge and agree that having a referral or plan from any other person, organisation, agency or insurance scheme does not provide You with an entitlement to free Services.
- e) To book appointments with The Burrows Psychology Pty Ltd, You are required to complete a client intake form, and provide current contact details. You will be required to read and consent to the provision of clinical services, and associated limitations detailed within.
- f) You cannot book further Services or appointments if You have outstanding Fees.
- g) The Burrows Psychology Pty Ltd reserves the right to request payment of Fees prior to undertaking any Services.
- h) To book an appointment for an assessment with The Burrows Psychology Pty Ltd, You are required to pay a deposit.



- i) You will receive a reminder email 3 days prior to your appointment and a reminder text message 1 day prior to your appointment.

4. Cancellation

- a) You agree to provide at least 48-hours notice to cancel or reschedule an appointment.
- b) Short-notice cancellations of less than 48 hours, and non-attendance at scheduled appointments, will result in You being charged a cancellation fee of 100% of the appointment fee.
- c) If You do not attend your appointment, The Burrows Psychology Pty Ltd will contact You by text message in the first 15 minutes of your appointment. If The Burrows Psychology Pty Ltd are unable to reach You at this time, The Burrows Psychology Pty Ltd will consider this appointment a not attended appointment and will charge You a Cancellation Fee.

5. Fees and Invoicing

- a) The Fees payable for the Services are set out on the Fees page of [our website](#) and in Your invoice.
- b) You agree to pay The Burrows Psychology Pty Ltd the full Fee set out in the invoice for the Services.
- c) You agree to pay The Burrows Psychology Pty Ltd the full Fee set out in the invoice for the Services if You have a Medicare referral or plan. The Burrows Psychology Pty Ltd is a private fee clinic and does not offer a 'bulk billing' (i.e. free) service. You agree that a Medicare referral or plan does not provide You with an entitlement to a free service.
- d) You agree to pay The Burrows Psychology Pty Ltd the full Fee set out in the invoice for the Services if you have a NDIS plan. You agree that You are responsible for paying the full Fee set out in the invoice for the Services. You agree that an NDIS plan does not provide You with an entitlement to a free service.
- e) If The Burrows Psychology Pty Ltd is required to undertake assessments, write letters or reports, or undertake any other work, The Burrows Psychology Pty Ltd will charge a Fee. The number of hours required for an assessment, written letter or report, or any other work depends on the type of assessment, report, letter or other work, the purpose of such work and the complexity of the assessment or other work required.



- f) The Burrows Psychology Pty Ltd will advise You of the approximate cost of all such work prior to commencing.
- g) If Your assessment is more complex than anticipated and/or takes longer than the estimated time on the website, the Fee for the assessment will be higher than initially quoted. The Burrows Psychology Pty Ltd team will contact You to provide You with an updated quotation.
- h) You are required to pay a deposit to book an assessment. Deposits for assessments are not refundable. The deposit amount will be advised at the time of booking and will be deducted from the final total assessment cost.
- i) You are required to pay the full Fee for the assessment prior to provision of the written report or confirmation letter.
- j) For ongoing allied health appointments, the Fees listed on the website are for a standard appointment with a duration of 50 minutes. The appointment Fee is based on units of time. The appointment Fee on Your invoice is a pro-rata fee that is based on the length of Your appointment. If Your appointment exceeds the duration of a standard appointment by 5 minutes or more, you will be charged a pro-rata Fee. This means that the invoice Fee may be higher than the standard appointment Fee listed on the website.
- k) The Fee payable to The Burrows Psychology Pty Ltd to perform the Services may be adjusted from periodically as advised or advertised by The Burrows Psychology Pty Ltd.
- l) If you receive an invoice to pay from The Burrows Psychology Pty Ltd, You agree to pay the Fee on the date You receive the invoice and by the method prescribed by the invoice. The due date for all invoices is the date the invoice was issued.
- m) The Fee is payable by credit or debit card, direct bank transfer, or cash (by prior arrangement only). Please note that bank transfers must be cleared into the nominated bank account on the day of psychological service.
- n) The Burrows Psychology Pty Ltd will provide you with an invoice on the day of service by email. For clients attending via telehealth, a link to payment will also be sent to request full payment.
- o) The Burrows Psychology Pty Ltd reserves the right to require payment in advance of service from clients who have failed to pay on the day of service on two or more occasions.



- p) In the event that any Payment under this Agreement is not made in full on the due date, The Burrows Psychology Pty Ltd reserves the right to charge You interest at the rate of 5% per annum, calculated daily.
- q) You agree that if You default on any payments due and payable under this Agreement, any costs incurred by The Burrows Psychology Pty Ltd for steps taken to enforce payment terms will be recoverable and payable by You.
- r) If applicable, The Burrows Psychology Pty Ltd will not process Medicare claims on behalf of the client until full payment has been received and cleared in the nominated bank account.
- s) If applicable, unless otherwise stated, all amounts are listed in Australian Dollars (AUD) and are GST exclusive, being goods and services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999*, exclusive amounts.

6. Medicare Rebates and Private Health Insurance Cover

- a) If You hold a Medicare Card and book an appointment with an eligible Clinician, You may be eligible for Medicare rebates to pay for some of Your ongoing treatment.
- b) Provisional Psychologists, Counsellors and Allied Health Assistants are not eligible to provide Medicare rebates for their clients.
- c) You agree that The Burrows Psychology Pty Ltd is a private fee clinic and does not offer 'bulk billing' (i.e. free) Services.
- d) If You are diagnosed with an eligible “mental disorder” and book an appointment with a Registered Psychologist, You may be able to access Medicare rebates under the Better Access to Mental Health Care Scheme to pay for part of Your ongoing treatment. Where applicable, the following terms apply:
 - i. A referral letter ('referral letter') and Mental Health Treatment Plan ('MHTP') is required from Your general practitioner ('GP'), psychiatrist, or paediatrician.
 - ii. A MHTP without a referral letter is not considered a valid referral under Medicare rules.
 - iii. Under a MHTP, funding for 10 Medicare rebated psychology sessions in a 12-month period is available (2025 year).
 - iv. You are required to pay the full appointment Fee before a Medicare rebate can be submitted.

- v. Medicare rules do not permit 'co-payments' where the client is only required to pay the gap between the appointment Fee and the Medicare rebate.
 - vi. Medicare rebates for MHTPs are available in the format: 6 sessions plus 4 sessions.
 - vii. You will need to return to Your GP after the 6th session to obtain another referral letter requesting an additional four (4) psychology sessions.
 - viii. You will need to return to Your GP for a referral letter after the 6th session even if Your GP has written a referral stating the initial referral is for 10 sessions.
 - ix. A re-referral letter is not the same as a review of your Mental Health Treatment Plan. You do not need a review of your MHTP after the 6th or 10th session.
- e) If you are diagnosed with a chronic illness and book an appointment with a registered Clinician, You may be able to access Medicare rebates to pay for some of Your ongoing treatment under the Chronic Disease Management scheme.
- i. A Chronic Disease Management Plan ('CDMP') is required from Your general practitioner ('GP')
 - ii. Under a CDMP, funding for 5 Medicare rebated psychology sessions per calendar year is available (2025 year).
 - iii. You are required to pay the full appointment Fee before a Medicare rebate can be submitted.
 - iv. Medicare rules do not permit 'co-payments' where the client is only required to pay the gap between the appointment Fee and the Medicare rebate.
 - v. Up to five Medicare rebates for CDMPs are available in a 12-month period.
- f) Medicare rebates are only available with a valid referral. Medicare rebates will not be given unless the referral Your GP has given you is considered a valid referral under Medicare rules. Medicare rebates will not be given beyond the number stated on each referral.
- g) You agree to confirm with The Burrows Psychology Pty Ltd before Your appointment to ensure your referral is valid and Your allocated clinician is able to provide Medicare rebates.
- h) You are responsible for keeping track of the number of sessions attended under a Medicare MHTP or CDMP referral and obtaining a new referral letter prior to your next appointment.



- i) If you are diagnosed with an eating disorder and book an appointment with a registered Clinician, You may be able to access Medicare rebates to pay for some of Your ongoing treatment under the Eating Disorder Treatment and Management Plan scheme.
 - i. An Eating Disorder Treatment and Management Plan ('EDP') is required from Your general practitioner ('GP')
 - ii. Under a EDP, funding for up to 40 Medicare rebated psychology sessions per calendar year is available (2025 year).
 - iii. An EDP without a referral letter is not considered a valid referral under Medicare rules.
 - iv. Your GP will need to state in the referral that You are medically stable to begin psychological services, per the requirements detailed by the National Eating Disorders Collaboration (NEDC), prior to your referral being accepted by The Burrows Pty Ltd.
 - v. You will need to return to Your GP after the 10th, 20th and 30th session(s) to obtain another referral letter requesting an additional 10 psychology sessions.
 - vi. You will need to return to Your GP for a referral letter after the 10th, 20th and 30th session(s) even if Your GP has written a referral stating the initial referral is for 40 sessions.
 - vii. You are required to pay the full appointment Fee before a Medicare rebate can be submitted.
 - viii. Medicare rules do not permit 'co-payments' where the client is only required to pay the gap between the appointment Fee and the Medicare rebate.
 - ix. Up to 40 Medicare rebates for EDPs are available in a 12-month period.

- j) The Burrows Psychology Pty Ltd is not responsible for You not being able to obtain a Medicare rebate for your appointment. No full or partial refunds will be given if You are not eligible for a Medicare rebate on the Services booked or provided.

- k) If You are under the age of 25, some costs associated with neurodevelopmental assessments and supports may be covered under the Complex Neurodevelopmental Disorder initiative.
 - i. A Complex Neurodevelopmental Disorder Plan ('CNDP') is required from Your general practitioner ('GP'), Paediatrician or Psychiatrist.
 - ii. Under a CNDP, funding for up to 4 rebated psychology assessment sessions, plus an additional 4 assessment sessions following review, is available in a client's lifetime.
 - iii. Under a CNDP, funding for up to 20 rebated psychology support sessions is available in a client's lifetime.



- iv. A CNDP without a referral letter is not considered a valid referral under Medicare rules.
 - v. You will need to return to your GP, Paediatrician or Psychiatrist after the 4th assessment session, or 10th support session to obtain another referral letter requesting a further 4 psychology assessment sessions or 10 psychology support sessions.
 - vi. You will need to return to your GP, Paediatrician or Psychiatrist after the 4th or 10th session(s) even if Your GP, Paediatrician or Psychiatrist has written a referral stating the initial referral is for 8 or 20 sessions.
 - vii. You are required to pay the full appointment Fee before a Medicare rebate can be submitted.
 - x. Medicare rules do not permit 'co-payments' where the client is only required to pay the gap between the appointment Fee and the Medicare rebate.
 - viii. Up to 8 Medicare rebates for CNDP assessment, and up to 20 Medicare rebates for CNDP support are available in a client's lifetime.
- l) Medicare rebates are generally not available for psychological assessment of clients over the age of 25.
- m) Some private health insurance policies offer rebates for allied health appointments. This depends on Your policy and level of cover. It is Your responsibility to check with Your insurance company as to what rebate Your health fund provides. You generally cannot access Your private health insurance funding and Medicare rebates for the same appointment, dependent on Your health fund's rules.

7. Crisis Support

- a) The Burrows Psychology Pty Ltd does not offer a crisis service. We cannot guarantee that we will be available to respond to text messages, voicemail, or emails quickly. This might be because we are with other clients, attending to other work or personal matters, or not at work. Our telephones are placed on 'Do Not Disturb' mode outside of our standard business hours. Messages received about an emergency or crisis, will be responded to eventually, but this is unlikely meet your support needs when in crisis.
- b) For clients at risk of suicide, self-harm or harming others, The Burrows Psychology Pty Ltd will devise a safety plan with You in your initial consultation sessions. This document will be updated periodically, and when necessary.
- c) If you are having strong thoughts or urges of suicide, self-harm, or hurting someone else; or, you have self-harmed, attempted suicide, or hurt someone else; or, you are distressed and having trouble getting back to calm and



regulated, we advise you to contact one or more of the following crisis services until you are safe:

- i. Police or ambulance: 000
 - ii. Your General Practitioner (GP).
 - iii. Lifeline: 13 11 14 or 0477 13 11 14.
 - iv. Suicide call-back service: 1300 659 467.
- d) You agree that The Burrows Psychology Pty bears no liability for your personal safety outside of scheduled appointments, and You agree to refer to the crisis support service details outlined in clause **7b**.

8. Communication

- a) The Burrows Psychology Pty Ltd will communicate with You in the following ways:
- i. Appointments are conducted via video conferencing, such as Microsoft Teams or by telephone.
 - ii. Reminders for appointments are sent by email and text message
 - iii. If You do not attend a scheduled appointment we will send You a text message.
 - iv. If there is an urgent or time-sensitive situation we need to talk to you about, we will text You or telephone You.
 - v. Outside of urgent or time-sensitive situations, we will only contact you via telephone if You consent to contact via telephone.
 - vi. All other communication with You will be by email or text message.
- b) The Burrows Psychology Pty Ltd will not contact You via social media for any clinical or administrative matters.
- c) You agree not to contact The Burrows Psychology Pty Ltd via social media for clinical or administrative matters.
- d) The Burrows Psychology Pty Ltd will not respond to requests for clinical advice via phone call, email or text outside of Your appointment. You agree to limit communication outside of appointment times to administrative matters, such as booking or cancelling appointments.
- e) For any administrative matters outside of your regular appointment, please send The Burrows Psychology Pty Ltd an email or text message.
- f) For clients living with disability, The Burrows Psychology Pty Ltd provides a telephone number as a disability accommodation.



- g) The Burrows Psychology Pty Ltd reserves the right to require communication via email. You acknowledge and agree that requesting a phone call does not entitle You to a phone call.
- h) Abusive, threatening, harassing or intimidating behaviour towards The Burrows Psychology Pty Ltd via telephone will result in the telephone call being terminated, without further notice to You, and the phone number being blocked.
- i) Abusive, threatening, harassing or intimidating behaviour towards The Burrows Psychology Pty Ltd via email will result in the email address being blocked, without further notice to You.
- j) Abusive, threatening, harassing or intimidating behaviour towards The Burrows Psychology Pty Ltd via social media account will result in the social media account being blocked, without further notice to You.
- k) All communication between You and The Burrows Psychology Pty Ltd via any medium becomes part of Your client record that The Burrows Psychology Pty Ltd is legally required to keep – this includes emails, text messages and social media contact.

9. Warranty

- a) The Burrows Psychology Pty Ltd will use its best efforts and take all reasonable steps to help You achieve the desired results. However, The Burrows Psychology Pty Ltd makes no warranty that the Services will meet Your requirements or that all clients will achieve the same results.
- b) The Services do come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Service, You are entitled to cancel Your Service contract with The Burrows Psychology Pty Ltd, and are entitled to a refund for the unused portion, or to compensation for its reduced value. A major failure with the service is defined by the Australian Consumer Law and includes but is not limited to severe situations where a service is unfit for the purpose it is sold or creates an unsafe situation.

10. Liability

- a) The Burrows Psychology Pty Ltd's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to You.

11. Disclosure and Use of Confidential Information



- a) All obligations of confidence and confidentiality set out in this Agreement continue in full force and effect after the completion of the Services.
- b) You acknowledge and agree that your personal information and health information may be viewed by relevant and necessary staff members at The Burrows Psychology Pty Ltd, including your clinician, their clinical supervisor or the Clinical Director, Executive Director of Operations, and administrative staff, as required, for The Burrows Psychology Pty Ltd to provide the Services to You.
- c) Both parties must not disclose any Confidential Information to any third party, including clients, and/or its agents, employees or servants, without Your prior written consent.
- d) This Agreement prohibits the disclosure of Confidential Information by both Parties with exception to the following circumstances:
 - i. the disclosure is to a professional adviser for it to provide advice in relation to matters arising under or in connection with this Agreement, or the other Party has consented to the disclosure of such information to the professional adviser;
 - ii. You have consented to a secondary use or disclosure.
 - iii. the disclosure is required or authorised by or under an Australian law or regulation, or under a court/tribunal order
 - iv. the disclosure is reasonably necessary for one or more enforcement related activities; or
 - v. a permitted general situation exists in relation to a secondary use or disclosure, and the disclosure could reasonably be expected to occur to facilitate the secondary purpose.
 - vi. if the confidential information is already in the public domain at no fault of the other Party.
 - vii. other situations as outlined in the [Privacy Policy](#).

11. Termination Clause

- a) Either party may terminate this Agreement for any reason whatsoever, upon providing 7 days written notice (including by email) to the other party.

12. Dispute Resolution

- a) If a dispute arises out of or relates to the terms of this Agreement, either party may not commence any legal proceedings in relation to the dispute, unless the



following clauses have been complied with (except where urgent interlocutory relief is sought).

- b) A party to this Agreement claiming a dispute (the Dispute) has arisen under the terms of this Agreement, 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 ('the Notice').
- c) On receipt of the Notice by the other party, the parties must within 7 days from the date the Notice was served, attempt in good faith to resolve the Dispute as expeditiously as possible, including by negotiation or such other means upon which they may mutually agree.
- d) If for any reason whatsoever, 21 days after the date the Notice was served, the Dispute has not been resolved the parties must either agree upon the selection of a mediator or request that an appropriate mediator be appointed by the Magistrates' Court of Victoria.
- e) It is agreed that mediation will be held in Victoria, with the venue to be agreed.
- f) The parties agree to be equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and 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.
- g) All communications concerning negotiations made by the parties arising out of and in connection with this clause are confidential and to the fullest extent possible, must be treated as "without prejudice" negotiations.
- h) In the event that the Dispute is not resolved at the conclusion of the mediation, either party may institute legal proceedings concerning the subject matter of the Dispute.

13. No partnership or agency

- a) Nothing contained or implied in this Agreement will create or constitute, or be deemed to create or constitute, a partnership between the parties. A party must not act, represent or hold itself out as having authority to act as the agent of or in any way bind or commit the other parties to any obligation.

14. Governing Law & Jurisdiction

- a) This Agreement is governed by the laws of Victoria, Australia, and the Commonwealth of Australia.



- b) In the event of any dispute arising out of or in relation to the Services, The Burrows Psychology Pty Ltd agrees that the exclusive venue for resolving any dispute shall be in the courts of Australia, situated in Victoria, Australia.

15. Severance

- a) Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

16. Entire Agreement and Modifications

- a) Both You and The Burrows Psychology Pty Ltd confirm and acknowledge that these Terms and Conditions and the Booking Confirmation constitute the entire agreement between You and The Burrows Psychology Pty Ltd and shall supersede and override all previous communications, either oral or written, between the parties.
- b) Please be aware that we may change our Business Terms and Conditions in the future. We may modify our Business Terms and Conditions at any time, at our sole discretion. Amendments will be effective immediately upon publication to the business website. We encourage you to check back periodically to review our Business Terms and Conditions. We will advise you by email of any material or significant changes to these Terms and Conditions.