

# TERMS OF SERVICE



**Effective Date:** 2 March 2026

**Last Updated:** 19 March 2026

**Next Review:** 2 March 2027

**Applicable Parties:** Rosella Care Therapy; Ella Tobin

**Location:** Newcastle and Hunter Region, NSW, Australia

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## 1. Acceptance of Terms

By engaging in services with Rosella Care Therapy, clients acknowledge that they have read, understood, and agreed to this Terms of Service. These terms form a binding agreement between the client and Rosella Care Therapy. Services will not commence until the client has provided informed consent and agreed to these terms.

## 2. Practitioner and Business Details

**Provider:** Ella Tobin, trading as Rosella Care Therapy

**ABN:** 70 271 822 521

**Business Type:** Sole Trader (not registered for GST)

**Contact:** admin@rosellacaretherapy.com | 0494 156 839

### Professional Status:

- Bachelor of Psychological Science (Hons), University of Newcastle (2024)
- Additional Training: Art Therapy, Creative Living, Health & Wellbeing; Identify and Respond to Children and Young People at Risk – TAFE NSW
- Associate Member, Australian Psychological Society
- **Not registered with AHPRA:** Titles such as “Psychologist” or “Clinical Psychologist” are not used; services do not include activities requiring AHPRA registration

**Insurance:** Professional indemnity and public liability insurance maintained.

## 3. Scope of Services

Rosella Care Therapy provides:

- Individual counselling and therapeutic support
- Psychoeducation, emotional regulation, coping strategies
- Skills-based interventions, wellbeing support, and goal planning

**Delivery Methods:**

- In-home sessions (client residence or agreed location)
- Telehealth sessions (secure, private online platforms)

**Exclusions:** Services do **not** include:

- Psychiatric or medical diagnosis
- Prescription or medication advice
- Emergency mental health crisis interventions
- Court or medico-legal reports
- Psychological testing requiring AHPRA registration

Clients requiring excluded services will be referred to appropriate professionals.

**4. Eligibility**

Services are available to:

- Adolescents and adults (approx. 5–65 years)
- Private clients
- NDIS participants (self-managed or plan-managed)

NDIS services are delivered according to *NDIS Quality and Safeguards Commission* standards.

**5. Client Agreement and Consent**

Prior to service commencement, clients must sign a **Service Agreement**, outlining:

- Services, session frequency, and format
- Fees, payment, and cancellation policy
- Confidentiality limits
- Client and provider responsibilities

For clients under 18, a parent or legal guardian must provide consent. NDIS participants’ agreements align with their NDIS plans.

**6. Fees, Payment, and Cancellations**

**Fee Schedule (AUD):**

Service	Duration	In-Home Fee	Telehealth Fee
Initial Consultation	15 min	-	Free
Follow-Up Consultation	15 min	-	\$35
Individual Therapy	50 min	\$130	\$130
Individual Therapy	90 min	\$210	\$210
Creative/Expressive Therapy	50 min	\$150	\$150
Creative/Expressive Therapy	90 min	\$240	\$240
Travel Costs (In-Home)	-	50% of hourly rate	-
Vehicle Travel Costs	Per km	\$0.99	-

Travel billing complies with NDIS pricing arrangements.

**Payment Terms:** Payments via electronic systems or invoicing; due seven to fourteen (7–14) days unless otherwise agreed.

Non-payment may result in temporary suspension of services.

**Cancellation Policy:**

- ≥48 hours notice: no fee
- <48 hours notice: 50% fee
- <24 hours notice or no-show: 100% fee
- Reasonable exceptions considered (medical, family emergency, natural disaster)

Provider cancellations will not incur fees; reasonable notice will be provided.

**7. Client Responsibilities**

Clients agree to:

- Attend sessions on time
- Communicate honestly and respectfully
- Comply with payment arrangements
- Provide relevant updates affecting treatment

**Telehealth:** private environment, secure connection, confidentiality.

**In-home:** safe and private environment, minimal disruption.

Clients acknowledge potential risks including technological interruptions and privacy risks. Practitioner may cancel or modify sessions if safety concerns arise.

**8. Practitioner Responsibilities**

Practitioner agrees to:

- Deliver services within professional competence
- Maintain ethical, cultural, and professional standards
- Assess and manage risks appropriately
- Refer clients to appropriate professionals in emergencies

**9. Confidentiality and Privacy**

Client information is confidential and handled according to:

- *Privacy Act 1988 (Cth)* & Australian Privacy Principles
- *Health Records and Information Privacy Act 2002 (NSW)*
- APS Code of Ethics
- NDIS Quality & Safeguard Commission

**Limits:** Confidentiality may be breached when:

- Serious imminent threat to life, health, or safety exists

- Child abuse or neglect is suspected (mandatory reporting)
- Court orders or legal obligations apply
- Required under NDIS or other laws

## 10. Complaints and Feedback

Clients may provide feedback or complaints without fear of service restriction. Full complaints policy is available on the Rosella Care Therapy website.

## 11. Termination of Services

Services may be terminated by either party. Reasons include:

- Needs outside practitioner scope
- Non-payment
- Safety concerns
- Ineffective therapeutic relationship

Referrals or alternative providers will be offered where appropriate.

## 12. Limitation of Liability

- Therapy outcomes are not guaranteed.
- Practitioner not liable for indirect or consequential losses.
- Liability limited as permitted under *Australian Consumer Law*.

## 13. Severability

If any provision of these Terms is held to be invalid, unenforceable, or illegal under applicable law, that provision shall be severed, and the remainder of these Terms shall remain in full force and effect.

## 14. Governing Law and Jurisdiction

These Terms are governed by the laws of New South Wales, Australia. Any dispute arising from or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of New South Wales.

## 15. Amendments

Rosella Care Therapy may update these Terms. Clients will be notified of significant changes.

## 16. Acknowledgement and Signatures

By engaging in services, clients confirm that they:

- Have read and understood this Terms of Service
- Agree to the scope, limitations, and obligations outlined
- Consent to service delivery under this Terms of Service

By signing below, the client confirms that they have read, understood, and agree to this Terms of Service and consent to the services provided.

**Client Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Guardian Signature (if client under 18):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Practitioner Signature (Ella Tobin):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Initial Boxes for Key Clauses**

<b>Clause</b>	<b>Initial</b>
Fees & Payment Terms	_____
Confidentiality & Privacy	_____
Limitations of Liability	_____
Scope of Services	_____