

# Website Terms & Conditions

## 1. Introduction

This website, [www.changesinbetween.com](http://www.changesinbetween.com) or [www.changesinbetween.com.au](http://www.changesinbetween.com.au) is owned and operated by Julie Jensen ABN 613 924 88709. If you have any questions or need further information, please contact:

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This document sets out the Terms and Conditions you need to be aware of when using this website or purchasing services from me. Please take a moment to read it, as it sets out the terms of our relationship, boundaries, and expectations from each other.

When you visit this website or purchase my services, you agree that you are over the age of 18 and willing to be bound by these Terms and Conditions. If you don't agree, you should not continue to visit this website or purchase from me.

This document may be changed or modified from time to time. Please check back regularly to ensure you are aware of any changes.

There may be additional specific terms of service provided to you in relation to my services, training or courses. If there is any inconsistency between this document and those specific terms of service, these Website Terms & Conditions are overruled to the extent of the inconsistency.

All services advertised on this website are offered in compliance with Australian Consumer Law.

## 2. Website Content Disclaimer

### 2.1 Content Type

On this website and my social media accounts I provide information about individual counselling, coaching (life, transition, wellness), and consulting (organising and productivity).

### 2.2 Purpose and Intention

This content is provided solely for your education, professional and personal development.

## **2.3 Content Policy**

I take care to provide valuable information, but I cannot be responsible for the use that you make of that information. It is important that you understand that generalised information about your situation is never a substitute for professional advice specific to your personal circumstances.

While I take all reasonable care to ensure that the information, I provide is accurate, relevant, and up to date, I make no guarantees in this regard and disclaim any legal liability for any inaccuracy, incompleteness, or error. If you find something that seems problematic, it would be very helpful if you let me know.

There is no professional relationship formed by your visit to my website unless you explicitly choose to work with me by purchasing my services.

Any testimonials or results I may display on this website are based on my experience and those of my previous clients. They are not guarantees that anyone else will achieve the same results.

I may modify the content on this website at any time, including altering or deleting it without notice.

## **2.4 Visitor Responsibilities**

You are responsible for your own safety and well-being while browsing the internet. The information I provide in my content is generic and is not a substitute for specialised advice tailored to your unique circumstances. Do not take action or make major life decisions without first seeking independent, appropriately qualified professional advice specific to your individual needs.

## **2.5 External Links**

From time to time I may provide links to external sites. I have no control over the information provided on these sites, and the links are solely for your information.

## **2.6 Third Party Advertisements**

I may provide links to the websites of my affiliates. I do not explicitly endorse any services or products that they offer for sale. While I believe them to be reputable businesses, any relationship you enter into with them is at your own risk, and I am not a party to the transaction in any way. If you find a broken link, feel free to let me know.

# **3. Disclaimer for Services**

## **3.1 Services**

There are a number of ways you may choose to work with me that are available to purchase or book through my website. The terms and conditions in this document apply to all of my services and products unless alternative terms are explicitly provided to you.

I offer the following services:

- a) Counselling – loss and grief (death and living losses), bereavement including companion animal loss, mental health conditions (including but not limited to brain-based conditions such as anxiety, depression, attention deficit hyperactivity disorder, and hoarding).
- b) Coaching – life coaching, organiser coaching, transition coaching, and wellness coaching.
- c) Consulting – organising and productivity consulting.

Services are offered via telehealth (online and phone), walk and talk, and home visits. In-person consulting room appointments are currently on hold.

### **3.2 Intention**

My intention in offering these services is to assist clients to work with their loss and / or disorganisation and to plan their way forward. My qualifications and professional associations are listed on my “About page” and will be updated as appropriate.

### **3.3 Qualifications**

I have extensive qualifications in counselling, coaching, and consulting and for the services that I provide. For a current list please refer to my About page.

### **3.4 Provider Responsibility**

I adhere to the Code of Ethics for each of the professional associations listed on my “About page.” Part of the requirements for counselling include clinical supervision, my own therapy, professional development, professional and public liability insurance, and first aid requirements. I hold a current working with children check and from time to time obtain criminal records checks as required.

### **3.5 Consumer Responsibility**

I require you to attend appointments on time unless you provide adequate notice of a cancellation. It is important that you are present and prepared for the consultation. This means if you are having telehealth (phone or online appointments) that you are in a confidential space where you are unlikely to be disturbed, and you are not committed to doing other things such as driving a car, looking after children, working, or completing household tasks.

If you have booked a home visit, please ensure that all animals are secured and that you have a clear space such as the kitchen table. It is imperative that you have a private and confidential space and that you will be uninterrupted by others.

Unless your invoices are paid by a third party, you will be required to pay in advance to secure your booking.

### **3.6 Important Information**

#### **3.6.1 Counselling services**

As a registered clinical counsellor I am unable to provide services through a mental health care plan rebated via Medicare. For these services you will need to see your GP for a referral to a registered psychologist or mental health social worker.

I am unable to provide you with a mental health diagnosis. You will need to be referred by your GP to a registered clinical psychologist or psychiatrist. While I do not diagnose mental health conditions, I can work with you if you have been diagnosed or have characteristics of a mental health condition. If any concerns arise, I strongly recommend that you seek advice from your GP.

I have some private health provider numbers. For a current list please refer to my fees and FAQ page.

I do not provide crises counselling, if you are –

- experiencing a crisis, please contact LifeLine on 131114,
- If you are fearful for your safety, please contact 000, or
- if you are in a situation where you are being subjected to physical, emotional, sexual, spiritual, or financial abuse please contact 1800 RESPECT.

My services are intended to help clients who are motivated to attend regular appointments. I can also offer appointments as a single session and then another single session as required – these sessions tend to be longer than my normal ongoing sessions.

#### **3.6.2 Coaching services**

For coaching clients you may choose to complete the Coachability Self-Test to determine whether coaching is appropriate for you at this time. Coaching services are conducted via phone or Zoom.

#### **3.6.3 Consulting services**

Consulting services are conducted online via Zoom. I do not provide hands-on organising of your space. It can be helpful to have a once-off or semi-regular home visit with you, to assess your situation and current issues of concern. A report will be provided to you, and you can use this to determine your priority areas.

#### **3.6.4 Initial Consultation**

An initial phone enquiry is available for you to meet me, and we can explore whether the services you are considering will meet your goals for counselling, coaching, or consulting.

This initial phone enquiry session is not therapy or a substitute for therapy. It is an opportunity to communicate your needs and wants without any obligation to proceed to a paid appointment. It also allows me to assess whether my skills, experience and availability meet your requirements. We can then both make an informed decision about whether we are a good fit to work together. No legal relationship is formed between us during an initial consultation.

### **3.6.5 Suitability**

You are likely to be a good fit for working with me if you are willing to meet regularly especially in the beginning, to do any work including reflections in between consultations, and are committed to showing up even when you don't want to. Resistance is common and will require effort on your part to overcome it.

If you are currently in a crisis or experiencing domestic violence, I am not the appropriate service at this time. If you are not ready or willing to engage in discussing your issues or goals but someone else thinks you should, I would be happy to discuss my services with you in a brief telephone enquiry. If in the future, you think you are ready to take action, and my services might meet your goals I would be happy to re-discuss.

## **4. Intellectual Property**

### **4.1 Copyright**

The content of this website and in all my courses, workshops, seminars and presentations, resources, and eBooks is protected under copyright laws and treaties around the world, with all rights reserved.

You may store, print, and display the publicly available content supplied solely for your own personal use. You are welcome to share blog posts or other publicly available content through social media, but you must provide a link back to this website.

Commercial exploitation of my content in any way that competes with my business is strictly prohibited.

You may link to my home page, provided you do so in a way that is fair and legal and does not damage my reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on my part where none exists.

### **4.2 Trademarks**

I own the registered trademark, logos, and service marks displayed on this website and listed below. These trademarks may not be used in connection with any other product or service without a licence, or in any way that is likely to cause confusion in the marketplace, or in any manner that disparages me or my business.

Changes in Between ® (Business Name)



Honour Your Loss, Rebuild Your Life, Find Your Place ® (Tagline)

### 4.3 Licensed Trademarks

As a member of the following professional organisations or member subscriptions, I am authorised to display their trademarks under licence:

- Psychotherapy and Counselling Federation of Australia (PACFA)
- Australian Counselling Association (ACA)
- International Coaching Federation (ICF)
- Loss and Grief Practitioners Association (LGPA)
- Natural Death Advocacy Network (NDAN)
- Australasian Association for Bush Adventure Therapy (AABAT)
- National Association for Productivity and Organising Professionals (NAPO)
- Institute for Challenging Disorganization (ICD)
- Psychology Today

More information about these organisations can be found on the links through their logos.

## 5. Limitation of Liability

I take my obligations under Australian Consumer Law seriously and will do my best to address any issues that arise.

If you feel that there is any problem with our work together, please be honest and let me know before the end of the session. I am keen to understand what has gone wrong if you are unhappy so that I can address your concerns and try to find a mutually acceptable solution.

I do not make any guarantees or warranties about the accuracy of any material displayed on this website with the exception of any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law. If you see something that doesn't seem right, please let me know.

While I make all reasonable efforts to ensure that this website and my services meet with the highest standards of best practice, if something does go wrong that is not a direct result of my negligence, misrepresentation or deliberate fault, you agree that, to the fullest extent permitted by law, I will not be liable for any loss or damage arising out of or related to my website, any services purchased through it, or any material posted on it, irrespective of whether such damages were foreseeable, and regardless of the nature of the claim.

You take full responsibility for your implementation of any suggestions that I may make while providing my services. You understand that my advice is always limited to providing you with options for your consideration, and that you are solely responsible for any actions that you choose to take. Always consult your own values and vision, do your own research, and check with appropriately qualified professionals before making major decisions or making significant changes. You agree to indemnify me against all consequences arising directly or indirectly from your choices.

You expressly agree that if this limitation of liability is unenforceable for any reason, my total cumulative liability for all causes of action of any kind shall not exceed the amount that you have paid to me for my services.

## **6. Payment Terms**

### **Forms of Payment**

If you are paying privately, all payments made through this website are processed using Stripe. You may choose to pay using EFT deposit to my bank account. EFT is preferred from Australian customers to avoid fees. OSKO is the preferred payment type when making your booking as the payment is transferred within one minute compared to a standard transfer up to three business days. If you pay by standard transfer, please allow sufficient time to confirm your booking.

A receipt will be provided when payment clears my account.

### **Security Policy**

I do not have access to your account details. Any financial information you enter is stored under Stripe's security policy <https://stripe.com/docs/security>

### **Payment terms**

Payment is required to secure your booking unless payment has been negotiated with a third party on your behalf (e.g., your employer, NDIS, Workcover). Cancellation fees still apply whether you or a third party is paying the invoice.

### **Payment plans**

I do not offer payment plans.

## 7. Service Delivery

Services are delivered via the following means:

- Telehealth (secure online)
- Telephone
- Face to face
- Home visits
- Walk and Talk
- Counselling room (currently on hold)

Counselling appointments may be brief (30 minutes) or extended (90 minutes - 2 hours), and 2 hours is required for home visits. Single session counselling appointments may be a one-off or repeated as required. A single-session appointment may be 60-90 minutes.

For telehealth appointments, a Telehealth Agreement is sent to you prior to your first appointment. All online appointments are held via Zoom. Please ensure that you have downloaded Zoom prior to the appointment, and that you have tested your technology including microphone, camera and speaker / headphones. All first appointments for telehealth (online and phone) are 80 minutes and subsequent 60 minutes unless otherwise arranged.

For telehealth (online and telephone) appointments you are required to be in a private and confidential space where you can give your full attention to the appointment. You must not be driving a car or operating machinery, cooking, or attending to household tasks, looking after children, or working.

For home visits, please ensure that you have privacy and that any companion animals are secured. If you have young children, it is advisable to arrange for child-care at the time of the home visit.

When attending walk and talk appointments, it is a requirement that we first have an appointment online to determine if the walk and talk option is best suited to your requirements. Appointments will generally be held at the time booked, but will be rescheduled at my discretion due to inclement weather, such as very hot days or conditions involving severe wind, thunder and lightning.

Participants of the National Disability Insurance Scheme (plan-managed and self-managed) will be provided with a Service Agreement.

## 8. Appointment Policies

If you are unable to attend your appointment, please give me at least 48 hours notice of cancellation. Cancellation fees will be charged for no shows or very late cancellation fees (less



than 24 hours notice). If I am unable to attend an appointment, I will provide as much notice as I can.

## **9. Refund Policy**

I do not offer a refund if you change your mind, so you are encouraged to consider carefully whether a booking is right for you before you make your payment.

## **10. Respectful Communication**

I reserve the right to delete any comments on my website or social media accounts which are considered rude, offensive, or which I deem to be unacceptable.

I will decline to work with you if you do not communicate in a respectful manner. This includes face-to-face, email, phone, text, and online.

## **11. Dispute Resolution & Jurisdiction**

If you have any concerns, issues or complaint arising out of your use of this website, my services, or these terms and conditions, you agree to communicate with me with the intention of making a genuine effort to seek a win/win solution and trying to resolve the dispute in good faith through negotiation and discussion. Please email me at [julie@changesinbetween.com](mailto:julie@changesinbetween.com) and expect a response within five business days.

“We” below refers to everyone involved in the dispute, including you and me.

If the dispute cannot be resolved by negotiation and discussion within 14 days, we agree to proceed to mediation with the assistance of an independent accredited mediator, seeking mediation online or by telephone if we are able to meet in person.

The mediator is to be appointed by agreement between us or, failing agreement within 21 days of the negotiation period ending, the person initiating the dispute will seek the appointment of a dispute resolution professional by the President of the Law Society of Victoria, Australia, or similar neutral authority.

We agree to share all the costs of mediation equally between us.

We agree that neither of us will commence legal action until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.

For counselling services, if we are unable to resolve a dispute by negotiation and discussion, you may access the complaints procedure offered by Psychotherapy and Counselling Federation of Australia using the link below:

<https://pacfa.org.au/portal/Portal/Community/Ethical-grievance-complaint.aspx?hkey=c7dfbe6a-995d-4077-9fcf-385a324a46b6>

If a dispute arises, we all agree that we will not engage in any public discussion about the issues, we will behave politely towards each other, and we will avoid any conduct or communication which might be expected to unreasonably interfere with any other person's business or personal interests.

This agreement is subject to the governing law of Victoria, Australia. Regardless of where you live in the world, you irrevocably agree that if the dispute resolution processes fail, the courts of Victoria, and the Commonwealth of Australia, will have exclusive jurisdiction.

## **12. Thank you for reading & respecting my T&Cs**

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