



WEBSITE TERMS AND CONDITIONS OF USE

1. About the Website

- (a) Welcome to www.elevate-therapy.org. The Website provides information about the Therapeutic services offered at Elevate Therapy & Consulting.
- (b) The Website is operated by Elevate Therapy & Consulting Consulting (ABN 51132155852). Access to and use of the Website, or any of its associated Products or Services, is provided by Elevate Therapy & Consulting Consulting. Please read these terms and conditions carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of the Services, immediately.
- (c) Elevate Therapy & Consulting Consulting reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Elevate Therapy & Consulting Consulting updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Elevate Therapy & Consulting Consulting in the user interface.

3. Copyright and Intellectual Property

- (a) The Website, the content and all of the related products of Elevate Therapy & Consulting Consulting are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the content and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the content are owned or controlled for these purposes, and are reserved by Elevate Therapy & Consulting Consulting or its contributors.
- (b) All trademarks, service marks and trade names are owned, registered and/or licensed by Elevate Therapy & Consulting Consulting, who grants to you a worldwide, non-exclusive,

royalty-free, revocable license whilst you are a Member to:

- (i) use the Website pursuant to the Terms;
- (ii) copy and store the Website and the material contained in the Website in your device's cache memory; and
- (iii) print pages from the Website for your own personal and non-commercial use.

Elevate Therapy & Consulting Consulting does not grant you any other rights whatsoever in relation to the Website or the content. All other rights are expressly reserved by Elevate Therapy & Consulting Consulting.

- (c) Elevate Therapy & Consulting Consulting retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer any:
 - (i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (iii) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),to you.
- (d) You may not, without the prior written permission of Elevate Therapy & Consulting Consulting and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the content or third party content for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.
- (e) Where you believe that your copyrighted work has been infringed upon, you must submit a written notification to containing: (i) identification of the copyrighted work claimed to be infringed; (ii) identification of the allegedly infringing material; (iii) your contact information; and (iv) a statement of good faith belief of infringement. will respond to all valid takedown requests within [DAYS] business days and remove allegedly infringing content while investigating the claim. The alleged infringer may submit a counter-notification detailing why the content should be reinstated, which will process within [DAYS] business days of receipt.

4. Privacy

Elevate Therapy & Consulting Consulting takes your privacy seriously and any information provided through your use of the Website and/or content are subject to Elevate Therapy & Consulting Consulting's Privacy Policy, which is available on the Website.

5. General Disclaimer

- (a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (b) Subject to this clause 5, and to the extent permitted by law:
 - (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (ii) Elevate Therapy & Consulting Consulting will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the content or these Terms (including as a result of not being able to use the content or the late supply of the content), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (c) Use of the Website and the content is at your own risk. Everything on the Website and the content is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Elevate Therapy & Consulting Consulting make any express or implied representation or warranty about the content or any products or content (including the products or content of Elevate Therapy & Consulting Consulting) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (ii) the accuracy, suitability or currency of any information on the Website, the content, or any of its content related products (including third party material and advertisements on the Website);
 - (iii) costs incurred as a result of you using the Website, the content or any of the products of Elevate Therapy & Consulting Consulting; and
 - (iv) the content or operation in respect to links which are provided for your convenience.

6. Limitation of liability

- (a) This website is not an emergency service and must not be used to seek urgent or crisis mental health support. Elevate Therapy & Consulting does not provide acute or crisis mental health services. If you or someone you know is experiencing a mental health emergency, please contact emergency services immediately by calling 000, or contact one of the following crisis support services: Lifeline: 13 11 14 (24/7) Beyond Blue: 1300 22 4636 (24/7) Suicide Call Back Service: 1300 659 467 (24/7). The sole method of contact through this website is by email enquiry via the contact form. Enquiries submitted through this website are not monitored in real time, and Elevate Therapy & Consulting cannot guarantee any response time. This website must not be relied upon as a means of obtaining urgent support or advice. To the maximum extent permitted by law, Elevate Therapy & Consulting is not liable for any direct, indirect, incidental, special, consequential, or exemplary loss or damage arising out of or in connection with your use of, or reliance on, this website or its content, including any delay in responding to an enquiry. This includes, without limitation, any loss or harm arising from your inability to contact Elevate Therapy & Consulting through this website in a timely manner. Nothing in this clause limits any guarantee or right that cannot be excluded under the Australian Consumer Law.
- (b) You expressly understand and agree that Elevate Therapy & Consulting Consulting, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- (c) The liability limitations set out in this clause 6 apply solely to your use of this website and any general information or content provided through it. Where you engage Elevate Therapy & Consulting for professional therapeutic services (including Private, Medicare-rebated or NDIS-funded services), those services are governed by separate service agreements and are subject to professional duty of care standards under applicable Australian law.
- (d) You acknowledge and agree that Elevate Therapy & Consulting Consulting holds no liability for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you as a result of providing your content to the Website.

7. CANCELLATION POLICY

Objectives and Background

Elevate Therapy & Consulting is committed to providing the best service in a timely manner. We aim to accommodate your needs. Unfortunately, when a client cancels without giving adequate notice, it prevents another client from being served. This cancellation policy is used as a way of respecting the



time commitment of all involved. It explains the process for requesting a cancellation and the fees applicable. This policy is used in fairness to both our business and the clients who would otherwise have wanted an appointment. We are implementing a straightforward cancellation policy to be upfront about all the costs you may face when engaging our services.

Cancellation Process

We understand situations can arise in which you must cancel your appointment. Due to limited appointment availability, we request that you cancel with adequate notice. This allows us to fill that appointment slot.

You may cancel by contacting us by:

phone 0494156054; or email hello@elevate-therapy.org (preferred).

We require a minimum of 48 hours notice for cancellation. Please inform us by 5:00 PM 2 days prior to your scheduled appointment to notify us of any changes or cancellations. If no prior notice is given or the notice given is not in accordance with the cancellation process, you will be charged a cancellation fee equivalent to a full session fee of \$190 for the missed appointment.

Late arrivals can only be extended to the remaining time of the scheduled appointment. If you are 20 minutes late past your appointment we will have to reschedule or cancel the appointment, which will incur a cancellation fee equivalent to a full session fee of \$190.

In exceptional circumstances involving medical emergencies, acute mental health crises, or other unforeseen events beyond your reasonable control, we may waive the cancellation fee at our discretion upon receipt of appropriate documentation or verification. All references to cancellation of appointments in this clause are also a reference to rescheduling of appointments.

Cancellation Fee

The cancellation fee is equivalent to a full session fee of \$190. The cancellation fee will be charged by invoice. The cancellation fee is the sole responsibility of the client and or parent/guardian and must be paid in full within 7 days after invoicing.

If the cancellation fee remains unpaid after 7 days, the client acknowledges that Elevate Therapy & Consulting may suspend future bookings until payment is received in full.

Waiver of Cancellation Fees

Elevate Therapy & Consulting recognises that clients may occasionally be unable to attend a scheduled appointment due to circumstances beyond their control. A cancellation fee may be waived



at the sole discretion of Elevate Therapy & Consulting where a client provides reasonable evidence of one of the following circumstances:

a medical emergency affecting the client or an immediate family member;

a acute mental health crisis requiring urgent care;

a bereavement or serious family emergency;

or any other exceptional circumstance accepted by Elevate Therapy & Consulting at its discretion.

Requests for a fee waiver must be made as soon as practicable and may require supporting documentation. Waivers are considered on a case by case basis and do not constitute a standing entitlement.

Questions

At Elevate Therapy we firmly believe that a good client and business relationship is based upon mutual understanding. Questions about our cancellation policy should be directed to Amy ph: 0494156054.

8. Termination of Contract

- (a) If you want to terminate the Terms, you may do so by providing Elevate Therapy & Consulting Consulting with 7 days' notice of your intention to terminate by sending notice of your intention to terminate to Elevate Therapy & Consulting Consulting via the 'Contact Us' link on our website.
- (b) Elevate Therapy & Consulting Consulting may at any time, terminate the Terms with you if:
 - (i) you have breached any provision of the Terms or intend to breach any provision;
 - (ii) Elevate Therapy & Consulting Consulting is required to do so by law;
 - (iii) Elevate Therapy & Consulting Consulting is transitioning to no longer providing the Services to Members in the country in which you are resident or from which you use the service; or
 - (iv) the provision of the Services to you by Elevate Therapy & Consulting Consulting, is in the opinion of Elevate Therapy & Consulting Consulting, no longer commercially viable.
 - (v) you fail to provide at least [24] hours' notice of cancellation for a scheduled appointment, in which case Elevate Therapy & Consulting Consulting may charge a cancellation fee or retain payment for the scheduled Service.



- (vi) you fail to attend a scheduled appointment without prior notice (a 'no-show' or late cancellation), in which case Elevate Therapy & Consulting Consulting may charge the full service fee, provided that Elevate Therapy & Consulting Consulting will waive the cancellation fee for one missed appointment per Member per calendar year as a courtesy, with subsequent missed appointments charged in full unless genuine emergency circumstances with supporting documentation are demonstrated.
- (c) Subject to local applicable laws, Elevate Therapy & Consulting Consulting reserves the right to discontinue or cancel your access at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Elevate Therapy & Consulting Consulting's name or reputation or violates the rights of those of another party.
- (d) When the Terms come to an end, all of the legal rights, obligations and liabilities that you and Elevate Therapy & Consulting Consulting have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

9. Indemnity

You agree to indemnify Elevate Therapy & Consulting Consulting, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.

10. Dispute Resolution

10.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

10.2. Notice:

A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms, 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.

10.3. Resolution:

On receipt of that notice (**Notice**) by that other party, the parties to the Terms (**Parties**) must:

- (a) Within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the Australian Mediation Association and the Resolution Institute.;
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (d) The mediation will be held in Victoria, Australia.

10.4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

10.5. Termination of Mediation:

If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

11. Venue and Jurisdiction

The Services offered by Elevate Therapy & Consulting Consulting is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria, Australia.

12. Governing Law



1000
ACCOUNTS
REGISTERED
IN THE
PUBLIC
REGISTER
OF COMPANIES
IN VICTORIA
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The Terms are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

13. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

Last updated on the 11th June 2026