

The Provisional Psychologist Network Website Terms and Conditions of Use

1. About the Website

- 1.1. Welcome to **www.provisionalpsychologistnetwork.com (Website)**. The Website provides you with an opportunity to browse and purchase participation in The Provisional Psychologist Network group supervision services (**Services**) and purchase educational resources (**Paid Resources**) that have been listed for sale through the Website (**Products**). The Website provides this service by way of granting you access to the content on the Website (**Purchase Services**). The Website additionally offers you the opportunity to browse The Provisional Psychologist Network services and access and download free digital resources (**Free Resources**).
- 1.2. The Website is operated by Annie Slater Psychology t/a The Provisional Psychologist Network (acn: 646 964 516). Access to and use of the Website, or any of its associated Products, is provided by The Provisional Psychologist Network. Please read these terms and conditions (**Terms**) 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 Products, immediately.
- 1.3. The Provisional Psychologist Network reserves the right to review and change any of the Terms by updating this page at its sole discretion. When The Provisional Psychologist Network 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.

3. Bookings for Services

- 3.1. The Provisional Psychologist Network requires all bookings and purchases for the Services to be made via the available booking system (**Booking System**).
- 3.2. To create an account with the Booking System, you are required to e-mail **contact@provisionalpsychologistnetwork.com** with your full name, e-mail address and phone number and The Provisional Psychologist Network will create an account for you with the Booking System and provide you with the relevant login details.
- 3.3. If you choose to create an account with the Booking System, you acknowledge and agree to be bound by the Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Booking System.
- 3.4. In using the Booking System to purchase the Services through the Website, you will agree to the payment of the Purchase Price listed on the Website for the Services (**Purchase Price**).

4. Cancellations, Rescheduling and Refunds

4.1 Cancellation or Rescheduling by The Provisional Psychologist Network

- (a) A minimum of 3 bookings for a group supervision service must be made for the Services to proceed. You acknowledge and understand that The Provisional Psychologist Network will cancel the Services if there are insufficient numbers. If this does occur, you will be entitled to reschedule your booking to a different date or, if this is not suitable, you will receive a full refund of the Purchase Price paid.
- (b) The Provisional Psychologist Network reserves the right to cancel the Services at any time prior to the date of the Services for any other reason. If this does occur, you will receive a full refund of the Purchase Price paid. In no circumstances will The Provisional Psychologist Network be responsible for any other amounts, including but not limited to losses, damages or preparation costs.

4.2 Cancellation or Rescheduling by you

- (a) You must notify The Provisional Psychologist Network of an intention to cancel your booking as soon as practicable through e-mail to **contact@provisionalpsychologistnetwork.com** and abide by the following **(Cancellation Policy)**.
- (b) For group bookings, if you cancel at least 7 days before the Service, you will be eligible for a refund of the Purchase Price. Any cancellations made within 7 days of the Service will not be eligible for a refund.
- (c) For individual bookings, at least 2 business days notice is required. If less than 2 business days notice is provided you will forfeit the full service fee.
- (d) If you are entitled to a refund, The Provisional Psychologist Network will refund the Purchase Price less any banking fees and charges associated with the Purchase Price.
- (e) If you need to reschedule the Services at any time, you can do this via the Website, subject to availability.
- (f) The Provisional Psychologist Network may change the Cancellation Policy at any time without notice and bookings made in advance of the change will not be affected.

5. Purchase of Products

- 5.1. In using the Purchase Services or Booking System to purchase the Products through the Website, you will agree to the payment of the Purchase Price listed on the Website for the Products.
- 5.2. Payment of the Purchase Price may be made through the available payment methods **(Payment Gateway Providers)**
- 5.3. 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. Where the services are provided outside Australia, GST is inapplicable.

- 5.4. In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.
- 5.5. Following payment of the Purchase Price being confirmed by The Provisional Psychologist Network, you will be issued with a receipt to confirm that the payment has been received and The Provisional Psychologist Network may record your purchase details for future. For Bookings for Services, following payment of the Purchase Price being confirmed The Provisional Psychologist Network, you will also be issued with an outline of your Booking.

6. Delivery - Resources

- 6.1. Resources are delivered as links to download via the Website or sent via email following purchase. Should you not receive the email within 30 minutes of purchase please first check your spam folder and then contact **contact@provisionalpsychologistnetwork.com**.
- 6.2. The Provisional Psychologist Network will endeavour to respond to you as a priority and will not be liable for any issues concerning your e-mail account and inability to receive the Resources.

7. Refunds and Returns - Paid Resources

- 7.1. The Provisional Psychologist Network does not provide refunds for Paid Resources. Please keep this in mind when making a purchase.

8. Warranty

8.1. Services

- (a) The Provisional Psychologist Network will use its best efforts and take all reasonable steps to help you achieve the desired results. However, The Provisional Psychologist Network makes no warranty that the Services will meet your requirements or that all clients will achieve the same results.
- (b) The Services comes with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, you are entitled to cancel your contract with The Provisional Psychologist Network, 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.

8.2. Resources

- (a) The Provisional Psychologist Network Resources come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure of the Resource and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Resources repaired or replaced if the Resources fail to be of acceptable quality and the failure does not amount to a major failure (**Warranty**).

9. Disclaimer

- 9.1. You are solely responsible for creating and implementing your career, professional, business, financial, marketing, mental, physical, emotional well-being, decisions, choices, actions and results arising out of or resulting from the Products and your group sessions and interactions with The Provisional Psychologist Network. As such, you agree that The Provisional Psychologist Network is not and will not be liable or responsible for any actions or inaction, including effects on your personal life or career, or for any direct or indirect result of any Products provided by The Provisional Psychologist Network.
- 9.2. You understand that the Products, and any information you receive through your involvement in the Products, or through any materials and documents provided to you are not a substitute for career, professional, legal, business or financial advice. The Provisional Psychologist Network recommends you seek independent accounting, legal or financial advice before relying on any information, tools, case examples, or guidance provided through the Products. The Provisional Psychologist Network will not be liable in any way for your use of, or reliance upon, the information or advice provided to you.

10. Information Disclaimer

- 10.1. Any information, advice, content or documentation provided on the Website, through the Products social media accounts, or on any other related platform do not constitute career, professional, financial, business or other advice, and are provided for general information and guidance purposes only.
- 10.2. All care is taken in the preparation of the information and published materials on the Website, through the Products, social media accounts, or on any other related platform. The Provisional Psychologist Network does not make any representations or give any warranties about its accuracy, reliability, completeness or suitability for any particular purpose.
- 10.3. To the extent permissible by law, The Provisional Psychologist Network will not be liable for any expenses, losses, damages (including indirect or consequential damages) or costs which might be incurred as a result of the information being inaccurate or incomplete in any way and for any reason or your reliance on the information, advice or documentation on the Website, through the Products, social media accounts, or on any other related platform.

11. Copyright and Intellectual Property

- 11.1. The Website, the Products and related services of The Provisional Psychologist Network 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 Products 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 Products are owned or controlled for these purposes, and are reserved by The Provisional Psychologist Network or its contributors.

- 11.2. All trademarks, service marks and trade names are owned, registered and/or licensed by The Provisional Psychologist Network, which grants to you a worldwide, non-exclusive, royalty-free, revocable license to:
- (a) use the Website pursuant to the Terms;
 - (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (c) print pages from the Website for your own personal and non-commercial use.
- 11.3. The Provisional Psychologist Network does not grant you any other rights whatsoever in relation to the Website or the Products. All other rights are expressly reserved by The Provisional Psychologist Network.
- 11.4. The Provisional Psychologist Network retains all rights, title and interest in and to the Website and all related Products. Nothing you do on or in relation to the Website will transfer any:
- (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (c) 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.
- 11.5. You may not, without the prior written permission of The Provisional Psychologist Network 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 Products or third party services 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.

12. Privacy

The Provisional Psychologist Network takes your privacy seriously and any information provided through your use of the Website and/or Products are subject to The Provisional Psychologist Network's Privacy Policy, which is available on the Website.

13. General Disclaimer

- 13.1. 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.
- 13.2. Subject to this clause, and to the extent permitted by law:
- (a) all terms, guarantees, warranties, representations or conditions which are not expressly Stated in the Terms are excluded; and

- (b) The Provisional Psychologist Network 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 Products or these Terms (including as a result of not being able to use the Products or the late supply of the Products), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 13.3. Use of the Website and the Products is at your own risk. Everything on the Website and the Products 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 The Provisional Psychologist Network make any express or implied representation or warranty about the Products or any products or Products (including the products or Products of The Provisional Psychologist Network) referred to on the Website. includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (a) 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;
 - (b) the accuracy, suitability or currency of any information on the Website, the Products, or any of its Products related products (including third party material and advertisements on the Website);
 - (c) costs incurred as a result of you using the Website, the Products or any of the products of The Provisional Psychologist Network; and
 - (d) the Products or operation in respect to links which are provided for your convenience.

14. Third Party Services

The Services may integrate, be integrated into, or be provided in connection with third-party websites, services, content, and/or materials (**Third-Party Services**). The Provisional Psychologist Network does not control any Third-Party Services. The Provisional Psychologist Network additionally makes no claim or representation regarding the Third-Party Services and accepts no responsibility for, the quality, content, nature, or reliability of Third-Party Services accessible from the Website, applications, software or any other element of the Services. There is no implied affiliation, endorsement, or adoption by you of these Third-Party Services and The Provisional Psychologist Network will not be responsible for any content provided on or through these Third-Party Services. You should read the terms of use and legal Agreements that apply to these Third-Party Services.

15. Limitation of liability

- 15.1. The Provisional Psychologist Network's total liability arising out of or in connection with the Products or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Products to you.

- 15.2. You expressly understand and agree that The Provisional Psychologist Network, its affiliates, employees, agents, contributors and licensors will 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 will 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.

16. User Generated Content

- 16.1. If you choose to contribute any content to the Website or any other platform operated by The Provisional Psychologist Network, you are solely responsible for it. This includes comments, reviews, tweets, posts, photos, pictures, images, videos, materials or other user-generated content or information (**Your Content**).
- 16.2. By contributing content to the Website, you grant The Provisional Psychologist Network a royalty-free, non-exclusive license to use Your Content in any way that it chooses. This may include the use of your photos or video on other parts of the Website, advertising, promotions or social media accounts held by The Provisional Psychologist Network.
- 16.3. Additionally, if you post your Content with any personal information including identifying information such as location or name, you agree The Provisional Psychologist Network can use that information with your Your Content for advertising and promotional purposes, or any other business purpose.
- 16.4. You confirm you own or have the right to use any copyright material included in Your Content (including replies to The Provisional Psychologist Network social media posts, reviews, music, photos, quotes and excerpts of audio or video), that you have permission of anyone appearing or performing in Your Content and that you are not infringing any third-party rights by submitting the content to The Provisional Psychologist Network. You also confirm you have, where appropriate, sought the consent of the parent or guardian of any person under the age of 18 who is featured in Your Content.
- 16.5. Please ensure you keep your own copies of Your Content as The Provisional Psychologist Network may not archive, store or back-up Your Content nor continue to make Your Content accessible online.
- 16.6. The Provisional Psychologist Network will endeavour to provide you with an appropriate credit when using Your Content on The Provisional Psychologist Network platforms, though you understand and agree this may not always be possible.
- 16.7. The Provisional Psychologist Network reserves the right to remove Your Content at any time. Your Content must not be malicious, libelous, false, inaccurate, threatening, abusive, obscene, defamatory or racially, sexually, religiously or otherwise objectionable and offensive.

17. Mailing List and SMS List Registration

- 17.1. You will be given the option to register for the Provisional Psychologist Network Mailing List (**Mailing List**).
- 17.2. As part of the registration process, you may be required to provide personal information about yourself (such as identification or contact details), including:

(a) Email address

(a) Name

17.3. If you choose to register for the Mailing List you agree to receive promotional material, updates and other content from The Provisional Psychologist Network.

18. Indemnity

18.1. You agree to indemnify The Provisional Psychologist Network, 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 Purchase Prices 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.

19. Venue and Jurisdiction

The Products offered by The Provisional Psychologist Network are 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 will be in the courts of New South Wales, Australia.

20. Governing Law

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms will be governed pursuant to the laws of New South Wales.

21. Independent Legal Advice

Both parties acknowledge and agree that the provisions of the Terms are fair and reasonable and both parties have had the opportunity to obtain independent legal advice.

22. Severance

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