

WELLNESS COUNSELLING TERMS & CONDITIONS

1. Nature of Service

The nature of service is Wellness Counselling, which focuses on emotional support, personal growth, coping skills, and general wellbeing.

Please note:

This service does not include the diagnosis, treatment, or management of mental health disorders or medical conditions. Wellness Counselling is not psychotherapy, psychiatry, psychology, or medical treatment, and is not intended as a substitute for such services.

The Counsellor is registered with the ASCHP and is not registered with the Health Professions Council of South Africa ("HPCSA") as a psychologist, psychiatrist, or medical practitioner. The services provided are non-clinical and non-diagnostic in nature. Where appropriate, referrals to other qualified healthcare or mental health professionals may be recommended. Participation in counselling is voluntary, and no guarantees are made regarding specific outcomes or results.

2. Confidentiality, Privacy & Record Keeping

All information shared during sessions between the Counsellor and the Client is confidential and will not be disclosed without the Client's consent, except where disclosure is required by law, ethical obligations, or where there is a risk of harm to the Client or others.

This includes, but is not limited to:

- Risk of serious harm to self or others;
- Suspected abuse or neglect of a child or vulnerable person;
- Court orders or legal obligations;
- Circumstances where disclosure is permitted or required by South African law.

The Counsellor may keep brief notes relating to sessions and these records will be stored securely and handled in accordance with the Protection of Personal Information Act, 2013 ("POPIA"). By signing this agreement, the Client consents to the collection and processing of personal information for purposes related to counselling services, scheduling, administration, communication, and record keeping.

Reasonable steps will be taken to protect personal information and respond appropriately in the event of a security breach. However, no online or electronic system can be completely secure and absolute security of electronic communication and online platforms cannot be guaranteed. Records may be stored electronically using platforms such as e-mail, cloud storage, or online meeting platforms.

The Client has the right to request access to their personal information, request correction of inaccurate information, and withdraw consent where legally permissible. Records will generally be retained for a reasonable period in accordance with applicable legal and ethical guidelines (3 to 5 years), after which they may be securely destroyed.

3. Limitation of Liability & Indemnity

The Counsellor will provide services with reasonable care, professionalism, and skill. Counselling involves personal reflection and emotional discussions, and different individuals may experience different outcomes.

To the extent permitted by law, the Client agrees that the Counsellor shall not be held liable for indirect, consequential, or unforeseeable damages arising from the counselling relationship or services provided.

Nothing in this agreement excludes liability for gross negligence, unlawful conduct, or any responsibility that cannot legally be excluded.

4. Sessions

- Session duration: 60 Minutes
- Format: In-person or Virtual
- Frequency: Weekly (or as agreed)

For online sessions, reasonable steps will be taken to ensure privacy and confidentiality, however, confidentiality over digital platforms cannot be fully guaranteed due to the nature of electronic communication and internet technology. The Client is responsible for ensuring that they attend online sessions in a private and appropriate environment where confidentiality can reasonably be maintained.

Recording of sessions by either party may not take place without prior written consent from both parties.

5. Fees (per session)

Individual:

- R 350.00 - Virtual
- R 400.00 - In-Person

Couples:

- R 450.00 - Virtual
- R 500.00 - In-Person

Fees may be adjusted from time to time, and reasonable notice will be given before any fee increases apply.

6. Payment

- Payment method: EFT.
- Payment is to reflect in the Counsellor's bank account 24 hours before each session to secure the booking.
- Sessions will not commence unless payment has been received and proof of payment has been provided where requested.

The Client remains responsible for payment of all services rendered. Lumin Wellness Counselling does not process medical aid claims. No refunds will be provided for missed appointments or late cancellations. If the Counsellor cancels a session, the session may be rescheduled or any advance payment may be credited toward a future session.

7. Cancellation & Missed Appointments

At least 24 hours' notice is required if the Client needs to cancel or reschedule a session. Late cancellations, missed appointments, and no-shows may be charged at the full session fee. In the event of repeated missed sessions, late cancellations, or ongoing scheduling difficulties, the counselling relationship may be reviewed or terminated, and a new intake process may be required before further sessions are scheduled.

8. Late Arrival Policy

If the Client is late to a session, whether virtual or in-person, the Counsellor will wait for 15 minutes after the scheduled start time. If the Client does not arrive within this time, the session will be regarded as missed and charged at the full session rate. Where possible, sessions may continue for the remaining available time.

9. Substance Use Policy

Lumin Wellness Counselling is committed to providing a safe, respectful, and supportive counselling environment. If the Client attends a session while significantly under the influence of alcohol or nonprescribed substances, the Counsellor reserves the right to terminate or postpone the session where it is considered inappropriate or unsafe to proceed. In such circumstances, the full session fee may still apply.

10. Communication Between Sessions

Communication between sessions, including texting, phone calls, and e-mail communication, is limited to administrative or scheduling purposes and will generally take place during business hours. The counselling service is not intended for crisis intervention or emergency support. The Counsellor may not always be immediately available outside scheduled appointments.

11. Professional Boundaries

A professional counselling relationship will be maintained at all times.

To protect both parties:

- Social media interaction may be limited;
- Personal relationships outside the counselling setting may be avoided;
- Communication outside sessions should remain respectful and appropriate.

For couples counselling:

- The Counsellor does not act as an arbitrator or mediator;
- Information shared by either party during couples counselling may be relevant to the counselling process as a whole;
- Separate confidentiality between parties during couples counselling cannot always be guaranteed.

12. Client Responsibilities

The Client agrees to:

- Attend sessions as scheduled;
- Participate honestly and openly;
- Take responsibility for personal decisions and actions;
- Inform the Counsellor if the Client wishes to stop counselling.

The Client is not required to provide a reason for discontinuing counselling, although communication is appreciated to support appropriate closure and referral where necessary.

13. Artificial Intelligence

If the client makes use of AI-based apps or chat tools that offer emotional support or therapy-like conversations, it is encouraged to make the Counsellor aware if it. These methods are separate from, and not part of, the services Lumin Wellness Counselling offers. The Counsellor cannot accept responsibility for any “advice” the client receives by AI tools.

14. Ending the Counselling Relationship

The Client may end the counselling process at any time. Where possible, a final session is encouraged to support closure.

Lumin Wellness Counselling reserves the right to end the counselling relationship if:

- The required support falls outside the Counsellor’s scope of practice;

- Sessions are repeatedly missed or cancelled;
- Payment obligations are not met;
- The Client engages in abusive, threatening, unsafe, or inappropriate behaviour;
- It is considered in the Client's best interest to be referred elsewhere.

15. Emergencies

This service is not suitable for emergency mental health support or crisis intervention. If the Client is in immediate danger or crisis, the Client should contact emergency services, visit the nearest hospital, or contact SADAG:

- SADAG : 0800 21 22 23
- Telephone : 011 234 4837
- Website : <https://www.sadag.org>

16. Intellectual Property

Any worksheets, guides, journals, written material, or resources provided by the Counsellor remain the intellectual property of the Counsellor unless otherwise stated. These materials are provided for personal use only and may not be copied, distributed, or reproduced without permission.

17. Force Majeure

Neither party shall be held responsible for delays, interruptions, or failure to perform obligations caused by circumstances beyond reasonable control, including but not limited to load shedding, internet failures, illness, natural disasters, or civil unrest. Where possible, affected sessions will be rescheduled by agreement between the parties.

18. Complaints

If the Client has concerns regarding the services provided by Lumin Wellness Counselling, it is encouraged that these concerns first be discussed directly with the Counsellor where appropriate. Alternatively, complaints may be directed to the Association for Supportive Counsellors and Holistic Practitioners (ASCHP).

19. Entire Agreement

This document constitutes the entire agreement between the Client and the Counsellor relating to the counselling services provided, and any amendments to this agreement must be made in writing.