



Max Brown BA (Hons) psychology  
Specialist wellness counsellor  
ASCHP licence number: SWC21/992

### Professional Service Agreement

This agreement for consultation services between Hell Online Counselling and

\_\_\_\_\_  
(client, full legal name)

shall govern all professional relations between the parties.

### Business hours

Monday – Friday: 10:00-17:00

Saturday, Sunday, and public holidays: closed

### Regular counselling slots

Will be as advertised, or as communicated by Hell Online Counselling, and it's employees.

### Communication

All clients are required to provide a verifiable emergency contact person.

Clients may not contact the counsellor between sessions, except for the purpose of bookings, rescheduling, and cancellations (discussed below).

Emergency contacts may contact the counsellor regarding questions, concerns, or notable incidents.

Responses may be delayed during operating hours due to normal business operations. All phone calls will be declined when the counsellor is in session with a client.

Any correspondence received outside of the set operating hours will be responded to upon the next open of business.

Clients, and emergency contacts may not pursue any type of connection, interaction, or relationship (platonic or otherwise) with the counsellor on any form of social media for reasons of ethics and privacy, and the preservation of the professional relationship.

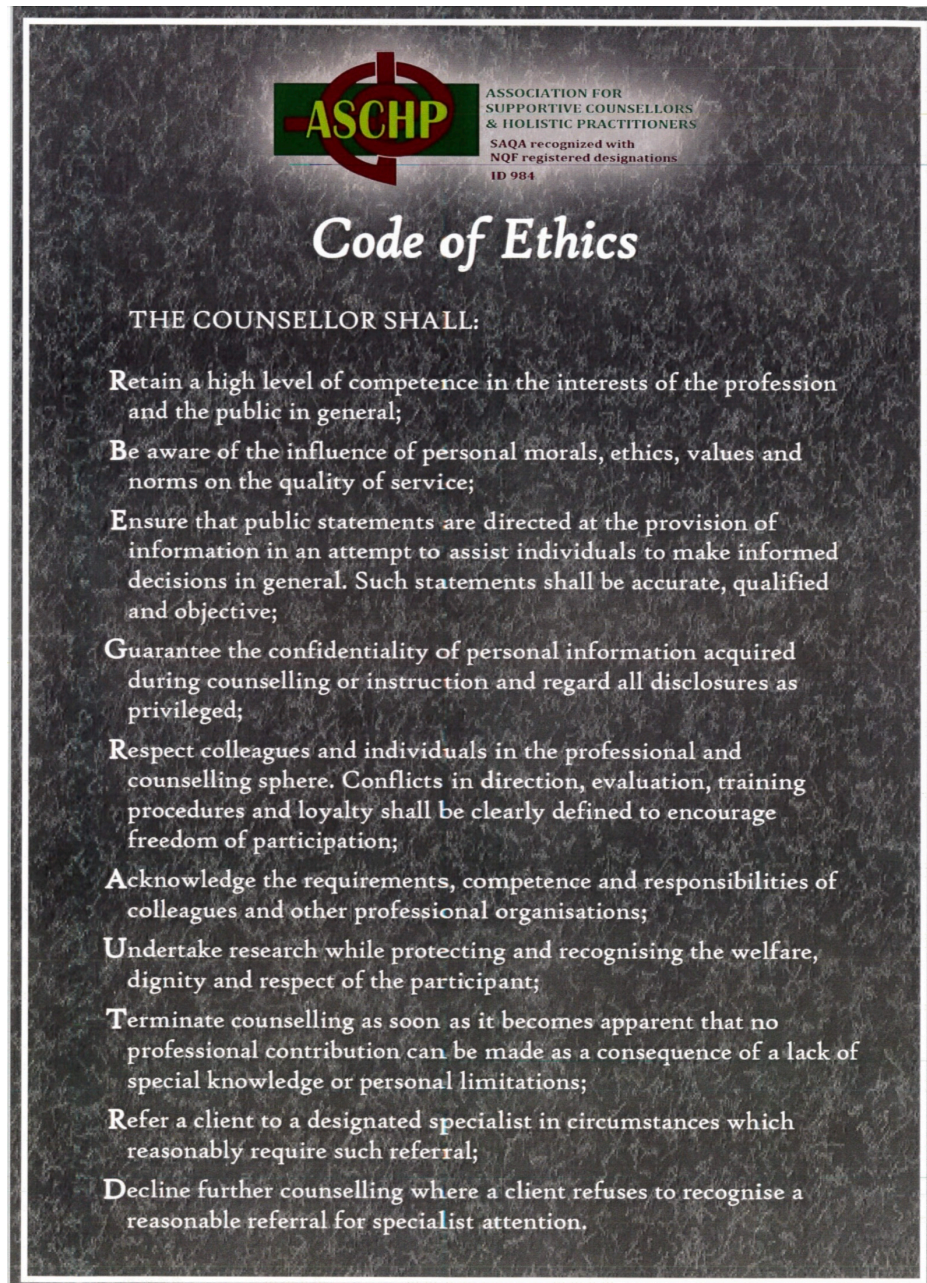
### Counsellor principles

This practice operates according to a rigid moral code of empathy and understanding. We have a strict No Victim-blaming stance. Additionally, we are committed to unlearning the detriments of white privilege, heteronormativity, binary gender polarisation, and neurotypical stereotyping. We hope to actively support black, queer, and trans lives, sex workers, women, male victims of abuse, people with disabilities, and everyone in between.

Each client can expect the following treatment in every session:

Client initials: \_\_\_\_\_

- Unconditional positive regard,
- Respect,
- A willingness to listen,
- Empathy,
- Understanding, and
- Adherence to the ASCHP code of ethics.



### Client expectations

The client is expected to make a good-faith effort at personal growth, and to engage in the therapeutic process as an important priority at this time in their life.

The client must complete all homework between sessions to the best of their ability.

Clients are obligated to behave respectfully in regard to:

- The counsellor,

Client initials: \_\_\_\_\_

- Any additional employees of Hell Online Counselling,
- The counsellor's privacy, and any personal boundaries that are stated herein, or communicated during the course of the therapeutic relationship, and
- All rules, terms, conditions, and stipulations mentioned herewith.

The client is encouraged to address any and all issues, questions, or concerns regarding both this service agreement, and the therapeutic process at any time during the contract period with the counsellor to ensure that any dispute or modifications to this agreement and/ or the therapeutic relationship can be negotiated directly in the best interests of the client.

### Confidentiality policy

Every patient, regardless of age, can trust that all personal information including, but not limited to, therapeutic communications (texts, voice notes, and pictures shared within a session), records, and contact information will be kept strictly confidential between the client and the counsellor in accordance with South African law, as outlined in The National Health Act no. 61 of 2003. All information is kept on password protected devices, and is never publicly available to any outside party including family members, guardians, or Nosey Nellies alike.

This practice is POPPI act compliant.

The exceptions to this policy of confidentiality include instances such as:

- Where the counsellor genuinely believes that the client could be in danger from themselves, or from another person,
- If the counsellor believes that the client could be a danger to someone else,
- Referrals, and interdisciplinary consultations or treatment plans,
- If full written consent is provided by the client, or
- When a court order, or subpoena, is received directing the disclosure of client information.

While it is not guaranteed, efforts will be made to inform the client of any mandated disclosure of confidential information.

All messages, and communications, shared outside of the set session times will not be subject to this confidentiality policy.

In the event that you miss a session, a screen shot may be sent to your emergency contact, especially if they're the ones paying for your sessions.

### Research policy

Hell Online Counselling is actively involved in psychological research.

The client's general information may be used in research at any given time.

All research will adhere to strict ethical oversight provided by a relevant governing body.

Where applicable, the client may be informed of, or invited to participate in new research.

Any, and all, data collected from the client will adhere to the confidentiality policy, and thus be recorded anonymously, in accordance with South African law as outlined in The National Health Act no. 61 of 2003.

The client is welcome to raise any questions or concerns regarding current studies and/ or research projects in which their general information may be used.

Client initials: \_\_\_\_\_

### Children

Children under 12 years of age are not eligible for counselling on this platform.

Those 12 years and older are welcome.

Signed immunity from a parent or guardian is compulsory, and the signee must act as said child's emergency contact.

The immunity form must be submitted in addition to this service agreement, and the client agreement forms.

All clients under the age of 18 retain the privileged of privacy and confidentiality as mentioned above.

This means that parents and/ or guardians will not be made privy to anything their child discloses during a session.

Parents and/ or guardians will, however, be informed if the child is in any danger from themselves or others, or if their child may be a danger to someone else, as well as given general information on how to address those concerns.

Parents and/ or guardians will also be informed of any recommendations for additional treatment, assessments, referrals, mandated disclosure of confidential information regarding the child, or in the event that the client invokes immediate termination as outlined below.

### Emergency contacts

A client's emergency contact will be contacted by the counsellor if:

- The client is showing reasonable signs of the intent to cause harm either to themselves or others,
- The client may be in danger from an outside source,
- If a client misses the majority, or entirety of a session,
- If a client demonstrates chronic lateness for three sessions or more within a short frame of time,
- In the case of a child, if the counsellor believes that the pursuit of additional care is necessary, or
- If the counsellor initiates the termination of the contract.

All correspondence with an emergency contact will be in accordance with the confidentiality policy outlined above.

In any event where it is deemed necessary, the relevant authorities may be contacted in regard to the client's wellbeing, and/ or public safety.

### Bookings

Bookings can be conducted directly with the counsellor via text (076 554 6853) or email ([max@hellscounsellor.co.za](mailto:max@hellscounsellor.co.za)) during regular business hours.

All appointments must be paid for beforehand.

All bookings will be considered "pending" until such a time as proof of payment is received.

All "Pending" bookings will be reserved until 24 hours before the appointment.

Client initials: \_\_\_\_\_

If proof of payment has not been received within 24 hours before the booking, the appointment will be open to bookings from other clients until such a time that proof has been received.

Same-day bookings require immediate proof of payment.

If your preferred appointment has been booked, you will be offered the next available slot.

All bookings are subject to availability.

### E-counselling sessions

These same rules apply in accordance to single, and bulk purchase of counselling sessions.

All sessions will take place on WhatsApp on 076 554 6853

Each e-counselling session is 50 (fifty) minutes long and begins promptly on the hour. The remaining 10 minutes are dedicated to any run-over in the conversation, as well as for the counsellor to write accurate post-session notes before attending to the next client.

The counsellor will initiate the session and is committed to responding promptly and professionally throughout the conversation.

The client is welcome to communicate via text, voice note, and picture at any time during the conversation. Phone- and video- calls, however, are not included in this service.

The client has the responsibility to make themselves available for the session during the allotted time, and to reply promptly themselves as any time lost due to lateness or delayed reply will be forfeit.

The client has the right to end the session at any time, however any remaining time will be forfeit.

If, for any reason, the counsellor arrives late or misses an appointment, an appropriate form of compensation will be offered at the counsellor's expense, depending on the amount of time lost, such as;

- extra run-over time at the end of the appointment,
- a discount on a future catch up appointment,
- a free appointment in addition to the one missed, or
- a refund of an amount reflecting the the value of the time missed.

### Email counselling services

Single emails operate on a once-off basis. This means that only the first email from the client will be acknowledged and responded to, and any replies therewith will require an additional purchase.

Email subscriptions are comprised of 8 emails that the client may use at anytime within 30 days of the initial purchase date.

Each email is entitled to a detailed reply from the counsellor.

Each email must have the client's full name as the subject line.

Emails are restricted to a 1000 word limit. All words after that point will count as either a second email, or in the case where the client doesn't have remaining emails, they will simply not be acknowledged until further notice.



Client initials: \_\_\_\_\_

Emails are to be sent to [max@hellscounsellor.co.za](mailto:max@hellscounsellor.co.za)

Once purchased, the counsellor will initiate contact by sending an introductory email to the client.

The client is responsible for making use of all available emails in their subscription, within the allotted time.

Any questions or concerns are suggested to be communicated via WhatsApp on: [076 554 6853](tel:0765546853) to avoid confusion.

Clients can expect a reply within 3-5 business days of any emails received within their subscription period.

Any emails left unsent at the end of the subscription period will be forfeit, and not eligible for any form of refund or carry-over.

If a client chooses to terminate their subscription at any time during the subscription period, they will be eligible for a refund of which will be calculated according to the amount of emails remaining, and minus a processing fee.

### fees

This practice is not eligible to claim from medical aids. Please take note that clients are accountable to pay their own consultation fees as per the normal tariffs charged by this practice.

This practice is not a registered credit provider, and thus cannot provide services without prior payment.

Fees are calculated at a flat rate per session in accordance with ASCHP guidelines.

Currently, we charge:

R100/ first session (50 minutes, intake and assessment)

R300/ 50 minute e-counselling session.

And R200/ counselling email.

Other services including, but not limited to: bulk packages, and promotional services will be charged as advertised, or as communicated by the counsellor.

Fees are payable to:

M.E. Brown

Standard bank

Branch number: [00051001](#)

Account number: [201 997 819](#)

Payment is required in full before every session.

No partial payment will be accepted under any circumstances.

Any partial payment rendered in the hope of the receipt of any services offered herewith, and/ or the partial receipt of any services offered herewith, will be refunded minus a handling fee.

Proof of payment is required to secure all bookings.

Same day bookings require immediate proof of payment.

Any proof of payment found to be forged or inauthentic will be forwarded to the police on charges of fraud.

Client initials: \_\_\_\_\_

Proof can be sent via email or WhatsApp to:

- [max@hellscounsellor.co.za](mailto:max@hellscounsellor.co.za)
- [076 554 6853](tel:0765546853)

### Rescheduling and cancellations

Rescheduling requires 24 hours notice.

Cancellations require 24 hours notice from the initial appointment date.

Cancellations occurring within 24 hours of the initial appointment date will be eligible for refund.

Any rescheduling or cancellation that violates the above mentioned rules will result in a forfeit of the appointment fee.

All rescheduling is subject to availability.

### Termination of contract

Unfortunately, the counsellor, or this method of counselling, may not always be the right fit for each client. In these cases, a client may be referred to either a different counsellor, or a different form of therapy, in the pursuit of the best path of care for each client.

All possible referrals will be discussed with the client beforehand.

In addition to this, sometimes, circumstances can arise that make it impossible for the continuation of the therapeutic relationship, and thus necessitate termination of the contract.

Reasons for which the counsellor may terminate the contract are:

- The discovery of any conflict of interest between the client and the counsellor, including but not limited to: the development of romantic or sexual feelings between parties, inter-client overlap, and any unforeseen event that may hinder the therapeutic relationship between parties,
- A prolonged period of disinterest, or lack of commitment to the therapeutic process,
- Conflict, or ideological impasse with the counsellor that proves unable to be resolved,
- Sending or requesting any sexually explicit messages, photos, videos, etc,
- Behaviour that can reasonably be described as violent, abusive, or excessively disrespectful towards the counsellor,
- Any intentional discrimination against race, sexuality, gender, religion, nationality, profession, etc,
- Any violation of the counsellor's privacy including, but not limited to, excessive requests for personal information, active attempts to interact with the counsellor in the outside world, repeatedly attempting to initiate contact outside of set session times (except for the purpose of bookings, and/or reasonable and relevant questions), and/ or
- Any unforeseen act that could be described as heinous or inappropriate by a reasonable person.

The violation of any of these rules could result in either:

- A warning,
- The immediate end to a session, with the possibility to revisit and resolve the issue at a later time, or
- The immediate termination of the contract in its entirety.

The counsellor retains the right to judge each rule violation subjectively, and choose the most appropriate course of action towards its resolution, in the interest of the safety and comfort of both the client and the counsellor, as well as the validity of the therapeutic relationship.

Client initials: \_\_\_\_\_

Any session that is terminated due to the violation of these rules will not be eligible for any refund or rescheduling of the appointment.

Any termination of contract will be final, and permanent.

Where applicable, rule violations may be reported to the police.

Both the client and the counsellor retain the right to terminate this contract at any time by informing the other party of their decision.

The client is not liable to pay any penalty fee upon termination of the contract.

In the case where a terminated client has additional sessions paid for, all sessions more than 24 hours in advance will be refunded minus a processing fee.

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#### General disclaimer

If you engage in these counselling sessions, you agree that:

- You do so at your own risk,
- You are voluntarily participating in these sessions, and
- You assume all risk of injury (including emotional, psychological, and self-inflicted) to yourself, and
- Hell Online Counselling, and all employees, are released and discharged from any and all claims or causes of action, known or unknown, arising out of fault, negligence or otherwise.
- Hell Online Counselling, and all employees, shall not be liable for, and the client hereby waives and abandons any claims of whatever nature, including but not limited to that of theft, injury, loss or damage of whatever nature, against Hell Online Counselling, and all employees, whether arising from fault, negligence, or otherwise.

#### Service agreement

We, the undersigned consultant and client, have read, discussed together, and fully understand this agreement and the stated policies. We agree that, as they stand, all policies included herein are fair and satisfactory. We agree to honour these policies, including the commitment to negotiate and mediate as the need may arise in future.

Client signature \_\_\_\_\_ Date \_\_\_\_\_

Consultant \_\_\_\_\_ Date \_\_\_\_\_