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Melissa van Hal

BA Hon Psy | MA His | PGCE | PGDE Dis Stu

Registered with the Association of Supportive and Holistic Practitioners SWC23/1855

Registered with the South African Council of Educators #12662605

CLIENT UNDERTAKING AND RESPONSIBILITIES :

Terms and Conditions 2024 | Applicable to All Clients

I hereby understand, undertake and agree that:

1. General Information

1.1 Location: Holistic Awareness|EduHelp is based at Pinelands, Cape Town. All services are provided at this facility.

1.2 Nature of Services: Holistic Awareness|EduHelp is an independent educational facility owned by Melissa van Hal offering supportive and integrative wellness services. It is designed to assist individuals with learning, primary-level care, and wellness, but is not a private or public medical or psychological facility.

1.3 Professional Services: Our services do not replace professional therapies such as Occupational Therapy, Speech Therapy, Physiotherapy, Psychological Therapy, Psychometric Diagnostic Testing, or any other therapies regulated by HPCSA or AHPCSA.

1.4 Professional Registration: M. van Hal is registered with the South African Council of Educators (SACE) and licensed with the Association of Supportive Counsellors and Holistic Practitioners (ASCHP).

1.5 Screening Services: We conduct screenings to assist in developing an appropriate supportive and integrative wellness programme tailored to the individual's learning, primary-level care, or wellness needs, as well as to identify when referrals are required.

2. Intellectual Materials and Methods

2.1 Copyright: Copying any intellectual material or methods used by Holistic Awareness|EduHelp is strictly prohibited. This includes photographic, audio-video, scanning, electronic copying, and photocopying of both hardcopy and electronic information.

2.2 Prohibition of Distribution: You agree not to record, reproduce, or distribute any material or information provided by Holistic Awareness|EduHelp without express permission from Melissa van Hal. This prohibition applies worldwide and at all times.

3. Payment

3.1 Payment Terms: Payment in full is required before the agreed session(s). You are responsible for ensuring this payment.

3.2 Bank Details: Account Holder: Melissa Joyce van Hal, EDUHELP, NEDBANK, Pinelands Branch: 104709, Account: 1003897355. Payments are accepted via EFT only.

3.3 Non-Accepted Payments: Cheques and cash are not accepted.

3.4 Non-Payment: Holistic Awareness reserves the right to decline and cancel consultations or sessions if payment has not been received or if your account with EduHelp is in arrears.

3.5 Outstanding Accounts: Unpaid accounts will be forwarded to a debt collector if not settled by the due date without prior consultation.

3.6 Accountancy: An independent accountancy firm manages invoicing, receipts, statements, and payments.

3.7 Material Costs: You will be responsible for any special material requirements for yourself or your child, with prior notice from EduHelp. You have the right to accept or decline the purchase of any materials, and we will not purchase materials without your consent.

3.8 Termination Notice: Termination requires a 1-calendar month notice period for set-monthly supporting learning or educational wellness sessions. For individual sessions, a 48-hour notice period is required before cancelling.

4. Sessions

4.1 Punctuality: It is your responsibility to ensure timely attendance for all sessions. Holistic Awareness|EduHelp reserves the right to cancel the session if you are late. Missed sessions without prior notice are non-refundable.

5. Indemnity

5.1 The client waives any claim that may arise as a result either directly or indirectly from attending sessions at Holistic Awareness|EduHelp.

5.2 The client further indemnifies the owner of Holistic Awareness or EduHelp or any professional or employee employed by the owner in the event of any accidental bodily injury or theft that may arise before, during, or after any session.

5.3 The client acknowledges that the supportive and integrative wellness service incorporating counselling-based aspects, provided by Melissa van Hal, is based on the principles and standards set forth by the Association of Supportive Counsellors and Holistic Practitioners in South Africa (the "Association").

5.4 The client understands and agrees that supportive and integrative wellness service is a process that involves open and honest communication and that the professional will use their best professional judgment and expertise to assist the client.

5.5 The client acknowledges that outcomes cannot be guaranteed and that the results may vary from individual to individual.

5.6 The client releases Melissa van Hal from any liability, claims, demands, damages, or causes of action arising from counselling services.

5.7 The client agrees to hold Melissa van Hal harmless and indemnify her against any losses, costs, or expenses, including legal fees, that may result from any claims or actions arising out of the supportive and integrative wellness services.

5.8 The laws of South Africa govern this indemnity clause and any disputes or claims will be subject to the exclusive jurisdiction of the South African courts.

5.9 By entering into services with Holistic Awareness, the client acknowledges and accepts the terms of this indemnity clause.

6. Informed Consent to Supportive and Integrative Wellness Services

6.1. By voluntarily participating in supportive and integrative wellness sessions, you acknowledge your agreement to engage in wellness counselling, focusing primarily on holistic well-being.

6.2 It is important to note that these services are not a replacement for therapy or medical treatment when referrals are recommended or needed.

6.3 You are fully aware that your involvement is key to the success of the process.

6.4 Records are maintained for professional service while upholding confidentiality.

6.5 You confirm that you understand the nature of supportive and integrative wellness services and agree to participate voluntarily.

7. Minors

7.1. If the client is a minor, the parent or guardian acknowledges and agrees to the following:

- Consent is granted for the minor to participate in supportive and integrative wellness sessions with Melissa van Hal.
- Confidentiality will be upheld, but Melissa van Hal will inform the parent or guardian of any significant issues that may arise, ensuring the minor's trust is not compromised.
- The parent or guardian is responsible for ensuring timely attendance and compliance with the terms and conditions outlined above.
- Any necessary professional communication or information sharing regarding the minor's well-being will be conducted with parental or guardian consent.

8. Protection of Personal Information Act (POPIA) Compliance

8.1 Data Collection: By engaging in services with Holistic Awareness, you consent to the collection, processing, and storage of your personal information as necessary for the provision of services.

8.2 Data Usage: Your personal information will be used solely to provide supportive and integrative wellness services, manage accounts, and communicate with you.

8.3 Data Protection: We are committed to protecting your personal information and will not share it with third parties without your explicit consent, except as required by law.

8.4 Data Access: You have the right to access, correct, or delete your personal information held by Holistic Awareness. Any requests regarding your data should be directed to Melissa van Hal.

8.5 Data Security: Appropriate measures are in place to ensure the security and confidentiality of your personal information.

Client Acknowledgement and Consent

By signing below, you affirm your informed consent to participate in supportive and integrative wellness with Melissa van Hal, Holistic Awareness (inclusive of EduHelp). You acknowledge the confidential nature of the sessions and retain the right to end sessions at your discretion. You also authorise the exchange of necessary information for the process and understand that your contact details may be used for scheduling sessions and related communication.

Client's Signature: _____ Date: _____

(Guardian Signature for Minors)