

## Winn Clinic Service Terms

Thank you for visiting the Winn Clinic website ("**Site**").

This Site is operated under the auspices of the Sydney Institute for Psychoanalysis ABN 63 000 096 837 ("**SIP**"). The Winn Clinic's service ("**Service**") is provided by volunteers who are members of the SIP ("**we**", "**us**"). The aim of the Service is to help individuals find the right treatment for them to help them with their difficulties. The Service involves:

- considering individual applications for assessment;
- referring individuals to a mental health practitioner for initial assessment of their condition and circumstances ("**Consultation**"); and
- where appropriate, referring individuals on for a particular type of treatment ("**Referral**").

### Acceptance of the Service Terms

Access to and use of this Site and the Service is provided on and subject to these terms and conditions (the "**Service Terms**"). By entering and using this Site or applying for the Service, you accept these Service Terms. You must not use the Site or apply for the Service if you do not agree to be bound by these Service Terms.

### Limitations to the Service

The Service is a not-for-profit service staffed by volunteers. As a charitable initiative, the Service has its limitations and none of the SIP, the Winn Clinic's volunteers, nor the Winn Clinic's director guarantee that the Winn Clinic will be able to accept all applications. In addition, you should be aware that:

- the Service is not designed for urgent or high risk cases. If you believe that you, or someone you know, is in immediate danger or at risk of serious harm, you should contact your local casualty department at your nearest hospital, or contact the emergency services immediately by calling 000;
- appointments with practitioners for Consultation and (where appropriate) subsequent Referral are subject to availability and there may be a significant waiting time before the Winn Clinic can arrange an appointment for you;
- whilst you are not obliged to see the practitioner allocated to you for Consultation or Referral, due to limited resources, the Winn Clinic cannot provide alternative allocations if you are not happy with your initial allocation;
- the Winn Clinic's activities in relation to the Service are free of charge, but Consultations and Referrals will be chargeable to you at the rates advised to you by your allocated practitioner. The Winn Clinic does not set and has no control over individual practitioner fees. On request, and subject to you providing appropriate supporting evidence of your financial position, the Winn Clinic director will consider requests to make a recommendation to your allocated practitioner to reduce his or her fees ("**Low Fee Recommendation**"). Low Fee Recommendations are subject to availability and, where available, will be made at the Winn Clinic director's sole discretion. It is up to individual practitioners to decide whether to accept Low Fee Recommendations;

- the Winn Clinic reserves the right to decline to put forward an applicant for an Consultation or Referral where the Winn Clinic volunteers consider in their sole discretion that the Service is not suitable for the individual at this time. Please see our response to the question "*Who might be better served by other types of therapy?*" on the Site [here](#) for more information;
- practitioners involved in Consultations are members of the Sydney Institute for Psychoanalysis and the Winn Clinic will only Refer individuals to qualified mental health practitioners. However, in the interests of improving accessibility to psychotherapy, the Winn Clinic may sometimes, in appropriate cases, refer individuals for treatment by supervised trainee practitioners. If you have any questions about the qualifications of your practitioner, please ask your practitioner for details; and
- the Winn Clinic is not responsible for your relationship with, or your interactions with or treatment by, individual practitioners. Once the Winn Clinic has put you in touch with a practitioner for Consultation or Referral, you are responsible for your relationship with that practitioner, and for ensuring you keep your appointments and pay the practitioner's fees. Once a practitioner agrees to take you on following a Referral, you will no longer be a patient of the Winn Clinic and the Winn Clinic is not responsible for coordinating your appointments or liaising with practitioners in connection with your treatment.

### **Your responsibilities**

Our ability to arrange a Consultation and make an appropriate Referral is dependent on you providing us with full and accurate information. You agree to complete your application form fully and accurately, to give us the best chance of locating an appropriate practitioner for you. You agree that you will let us know immediately of any relevant changes in your contact details and your circumstances.

If and once the Winn Clinic has found a practitioner willing to offer you an appointment for a Consultation or following a Referral, you are responsible for making all arrangements with that practitioner, and for paying their fees. If you are unclear on the fees payable for your Consultation or treatment following Referral, you should ask your practitioner for full details before proceeding.

### **Restrictions on use**

Your use of the materials on the Site is only for informational purposes. You agree you will not distribute (including making available online, electronically transmitting or otherwise communicating to the public), publish, transmit, modify, display or create derivative works from or exploit the contents of the Site in any way. You agree to be responsible for any losses incurred by the Winn Clinic as a result of any and all unauthorised uses you may make of any materials on the Site. You acknowledge the unauthorised use of the contents could cause irreparable harm to the Winn Clinic and that, in the event of unauthorised use, the Winn Clinic will be entitled to seek an injunction in addition to any other remedies available to it. You agree that you will not use the Site for any unlawful purpose. You also agree not to violate or attempt to violate the security of the Site.

### **Applying for another person**

You may only make an application for yourself or for an individual under 18 years whom you are a parent, guardian or responsible carer. By making an application on behalf of an individual under 18, you are agreeing on behalf of that individual to these

Service Terms and consenting to the handling of their personal information in accordance with the Winn Clinic Privacy Policy (see below). You are also responsible for ensuring that all information on the individual's application form is correct and that the individual does not breach any of these Service Terms.

### **Donating to the Winn Clinic**

You may make a donation to the Winn Clinic on the Site [donations page](#) or by sending a cheque, made out to [\[the Australian Psychoanalytic Foundation\]](#), to the Winn Clinic at the contact details set out below.

### **Privacy and Confidentiality**

Any personal information you provide to us is collected and held in accordance with the Winn Clinic Privacy Policy [\[see Privacy Policy\]](#). Please review this document carefully to ensure you understand it.

Winn Clinic volunteers and practitioners who work with the Winn Clinic are subject to ethical and professional duties of confidentiality, and are required to keep your information confidential in accordance with the Privacy Policy.

If you have any questions or concerns regarding privacy and confidentiality, please contact us at the contact details set out in the Privacy Policy.

### **Limitation of Liability**

Consumer protection legislation may confer rights and remedies on you which cannot be excluded, restricted or modified ("**Non-excludable Rights**"). Nothing in these Service Terms is intended to exclude your Non-excludable Rights. However, to the extent permitted by law and subject to your Non-excludable Rights, Winn Clinic volunteers and the APF:

- do not guarantee that the Site will be continuously available or error-free, nor that the Site or its server are free of computer viruses, bugs or other harmful components, nor that defects with the Site will be corrected; and
- do not accept any responsibility for any direct, incidental, consequential, indirect, special, punitive or exemplary damages or any loss of business, interest, goodwill, revenue of profit, or loss or corruption of data arising out of your access to, or use of, or inability to use or access this Site, no matter how arising.

Nothing in these Service Terms limits or excludes any professional duties and responsibilities, nor the liability, of any practitioner in relation to the provision of their services to you.

### **Copyright and other intellectual property rights**

The copyrights, trade names, trade marks or other intellectual property rights associated with materials posted on this Site are owned by, or licensed to, the APF. All rights not expressly granted are reserved. Other than viewing and downloading content from this Site for purposes permitted on this Site, you do not have the rights to use these intellectual property rights without the written permission of their owner. The names and trademarks appearing on this site may not be used in any advertising or publicity without the APF's or their owner's prior written permission.

### **Information Accuracy**

We make efforts to ensure that the information presented on our Site is correct and accurate and on becoming aware of an inaccuracy, we will take steps to make a correction in a timely manner. However, to the extent permitted by law, the Winn

Clinic does not accept any liability for the accuracy, timeliness or completeness of the information contained on this Site or any responsibility for any errors or omissions in the content on this Site whether or not we are aware of such errors or omissions. To the full extent permitted by law, the Site and all information contained within it regarding or relating to the APF, the Winn Clinic and its staff, and the Service is provided "as is" and on an "as available" basis without any representation, guarantee or warranty of any kind, whether expressed or implied. To report any Site inaccuracies or to request answers to questions about the information on the Site, contact us at the details set out below.

### **Changes**

The APF reserves the right to modify the nature of the Service and these Service Terms from time to time and to add to, change or discontinue any aspect of the Site or the Service at any time. We will notify you of any changes to these Service Terms by posting an updated version of the Service Terms on our Site. Please check the Site regularly for changes. If you are a current patient of the Service, we will notify you via the contact details you have provided of material additions, changes or discontinuations of the Service which affect you. Your continued use of the Site and/or the Service signifies your acceptance of the changes to the Site and/or the Service (as applicable), and the updated Service Terms.

### **Links to Third-Party Sites**

The Site may contain hyperlinks to websites operated by parties other than the Winn Clinic. Any such hyperlinks are provided for your convenience only. The Winn Clinic does not control such websites and is not responsible for their content. The inclusion of hyperlinks to other websites does not imply any endorsement of the material on those websites by the Winn Clinic staff members or the APF. Subject to any Non-excludable rights you may have, to the extent permitted by law, the Winn Clinic disclaims all warranties, express and implied, as to the accuracy, value, legality or otherwise for any materials or information contained on such websites. You should carefully review the terms of use and privacy policies of all external websites that you visit.

### **Governing law**

These Service Terms will be governed by the laws of New South Wales, Australia, and shall be subject to the non-exclusive jurisdiction of the courts of New South Wales, Australia. In the event that any of the Service Terms are found to be unenforceable under New South Wales law, this will not affect the remainder of these Service Terms.

### **Contacting Us**

You can contact the Winn Clinic by emailing [info@thewinnclinic.net](mailto:info@thewinnclinic.net) or by writing to the following postal address:

The Winn Clinic  
c/o Sydney Institute for Psychoanalysis  
5 Penshurst Street  
WILLOUGHBY NSW 2068.

Individual practitioners can be contacted at their own professional contact addresses. The Winn Clinic does not represent practitioners and you should contact them directly with any questions regarding their services or your treatment.