



Terms and Conditions for Counsellors (2025)

By signing this application form, you agree to comply with the following Terms and Conditions as an approved registered Victim Support Counsellor:

I declare that the following is true:

1. If I have completed Police Vetting in the last 12 months, I have provided a copy of the official results with my application. I also confirm that the Police vetting results from within the last 12 months, still accurately reflect my Police vetting status at the date of submitting my application. I have provided all the material required by Victim Support (including, where necessary, any information necessary to carry out Police Vetting), and confirm that it is accurate and up to date.
2. I understand that Victim Support will request my annual practising certificate every year and may check its validity with the relevant organisation/s annually or as required.

I understand and agree to the following when I submit this form:

3. I have an ongoing responsibility to advise Victim Support of any matters that may impact on my suitability to provide services to clients, including if I am convicted of an offence in the future.
4. I am providing information in respect of my services to Victim Support so that Victim Support can provide that information to clients to assist them in selecting a counsellor to work with.
5. I consent to Victim Support providing clients with my name, gender, ethnicity/iwi affiliations, preferred practice areas/areas of expertise, consulting address, and contact details.
6. These details (excluding the Police Vetting information) are held on file by Victim Support and may be disclosed to the Ministry of Justice as part of compliance reporting.

If approved as a registered Victim Support counsellor, I agree to abide by the following terms and conditions in providing services as a registered Victim Support Counsellor:

1. These terms and conditions will remain in effect indefinitely unless otherwise varied by Victim Support. They will be reviewed and amended by Victim Support from time to time.
2. I will also follow the processes outlined in the [‘VAS Information For Counsellors’](#) document which can be found on the Victim Support website (and will be provided to me when I register with Victim Support).

Obligations of registered Victim Support counsellors

3. I will act in good faith and demonstrate honesty, integrity, fairness and accountability in my interactions with Victim Support while delivering counselling services funded through the Victim Assistance Scheme (the scheme that pays counsellors for victims of crime).
4. I will provide Victim Support with a copy of my annual practicing certificate when it is renewed each year. I understand that Victim Support will email me before my certificate expires. The email will contain a link to a form so I can update any information held, including the renewed certificate.
5. I will notify Victim Support immediately if my practising certificate is suspended or revoked, or of any other information that may impact on my suitability to provide services to clients.
6. I will hold and maintain sufficient professional indemnity insurance.
7. I will provide services in compliance with the principles described in the [Victims’ Code](#), and in accordance with the professional, legal or ethical standards required by the professional body of which I am a member or by law, or by any professional indemnity insurance that I have.
8. I am willing to liaise with Victim Support employees on matters related to the administration of the Victim Assistance Scheme and services I provide as a Victim Support registered counsellor (as they relate to invoices, records of sessions completed and compliance with these terms and conditions).

9. I will not assign or subcontract the services I offer as a Victim Support registered counsellor. Only counsellors who are individually registered with Victim Support can provide services to Victim Support clients.
10. I will reserve the right, when I work with clients, to end counselling when it is apparent that counselling is no longer helpful, no longer appropriate, or for other relevant reasons.

Information security

11. In relation to Information or Personal Information provided to me for the purpose of providing the Services and where I otherwise have access to, collect, store, process, transmit or create any such information under or in connection with the Services, I will:
 - a. not use that information for my own purposes and use it only to the extent necessary to provide the Services;
 - b. follow the directions given by Victim Support in relation to the security of some or all of that information;
 - c. put in place and maintain adequate security measures to safeguard any information provided, collected, stored, accessed or generated under the Services from loss; unauthorised access, use, corruption, modification or disclosure; and other misuse;
 - d. keep the information confidential;
 - e. other than as provided for by this paragraph 10, not disclose that information to any other person or allow access by any other person (which includes any employees or administrative staff where relevant) other than to such of my personnel as appropriate and strictly necessary for the proper performance of my obligations as a Victim Support Counsellor;
 - f. comply with the requirements of all applicable laws (including the Privacy Act 2020), regulations and codes;
 - g. ensure that all software and systems used to provide the Services support the confidentiality, integrity and availability of that information. I will implement security controls and processes aligned with best practices to protect such information;
 - h. provide such information from time to time reasonably requested by Victim Support that demonstrates I am complying with my security obligations under these Terms and Conditions.

12. I will ensure:

- a. I have adequate security measures to safeguard all information obtained in the course of carrying out services as a registered Victim Support counsellor from unauthorised access or use by third parties;
- b. I will not use or disclose any information obtained in the course of carrying out services as a registered Victim Support counsellor to any person or organisation, other than Victim Support or for any other lawful purpose.

Payment and invoicing

13. I will only charge Victim Support the agreed fee and will not require the client to pay any additional fees, unless there is agreement between all parties (including Victim Support) prior to commencing counselling.

14. Upon client referral Victim Support should advise me of the approved hours for the client. If I am unclear on approved hours, I will ask for clarity. I acknowledge the funded hours are capped and I will not invoice for more than the approved number of sessions in respect of any client. I will only invoice Victim Support for sessions that have been approved by Victim Support, and that the victim attended or sessions that were not attended and were subject to my cancellation policy. I understand I will not be paid, (by Victim Support or by the client) for any sessions that are not approved by Victim Support.

15. I will not invoice for sessions that were not agreed to with the client within the limits agreed with Victim Support.

16. All invoices submitted to Victim Support will be submitted in accordance with the requirements described in the VAS Information For Counsellors document.

Consequences for breaching these terms and conditions

17. Any failure to comply with these terms and conditions will be investigated by Victim Support and could result in my deregistration or suspension as an approved counsellor under the Victim Assistance Scheme and/or passing information and concerns on to the applicable professional body (or Police, where appropriate) for further investigation.

