

## **Terms and Conditions for Counsellors/Rongoā practitioners (July 2026)**

By signing this application form, you agree to comply with the following Terms and Conditions as a VAS registered Victim Support Counsellor and/or rongoā practitioner:

### **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. In the case of rongoā practitioners – I confirm that all practitioners working under the umbrella of my organisation (where one exists) are Police vetted to provide services to VAS funded clients. I understand that I am responsible for ensuring that any practitioner working within my organisation is police vetted and is an appropriate service provider. I understand that any evidence to the contrary may result in my removal as a VAS registered service provider.
3. In the case of counsellors, 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.
4. In the case of rongoā practitioners, my listing as an ACC registered rongoā practitioner will be checked yearly by Victim Support. If I am no longer ACC registered, my registration as a VAS rongoā practitioner will be automatically revoked (with no communication). I am responsible for letting Victim Support know as soon as I am no longer ACC registered to provide rongoā services.

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

5. 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 (or in the case of rongoā practitioners, if someone working under my organisation umbrella meets this criteria).
6. 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 and/or rongoā practitioner to work with.
7. 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.

8. 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/rongoā practitioner, I agree to abide by the following terms and conditions in providing services as a VAS registered Victim Support Counsellor/ Rongoā practitioner:**

9. 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.

10. I will also follow the processes outlined in the 'VAS Information for Counsellors/ Rongoā practitioners' 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/ rongoā practitioners*

11. I will act in good faith and demonstrate honesty, integrity, fairness and accountability in my interactions with Victim Support while delivering counselling/ rongoā services funded through the Victim Assistance Scheme.

12. In the case of counsellors, 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.

13. In the case of rongoā practitioners, Victim Support will check my ACC listing showing my ACC registration for rongoā services each year prior to each year's Victim Support registration date anniversary. I understand that Victim Support will email me if my ACC registration does not show on the Healthpoint website. Victim Support requires me to ensure I have a Healthpoint website link showing I am ACC registered to provide rongoā services.

14. I will notify Victim Support immediately if my practising certificate is suspended or revoked (counsellors), or my ACC registration ends (rongoā practitioners), and of any other information that may be impact on my suitability to provide services to clients.

15. I will hold and maintain sufficient professional indemnity insurance.

16. 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 (counsellors) or by law, or by any professional indemnity insurance that I have.

17. 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/rongoā practitioner (as they relate to invoices, records of sessions completed and compliance with these terms and conditions).

18. As a VAS registered counsellor, 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.

19. For rongoā practitioners, there may be other practitioners that provide services under my organisational umbrella. I am responsible (as the principal organisational contact) for ensuring they practice appropriately.

20. I will reserve the right, when I work with clients, to end counselling/rongoā services when it is apparent that counselling/rongoā is no longer helpful, no longer appropriate, or for other relevant reasons.

#### *Information security*

In relation to Information or Personal Information provided to me for the purpose of providing counselling or rongoā services and where I otherwise have access to, collect, store, process, transmit or create any such information under or in connection with the counselling or rongoā services, I will:

21. not use that information for my own purposes and use it only to the extent necessary to provide counselling or rongoā;
22. follow the directions given by Victim Support in relation to the security of some or all of that information;
23. put in place and maintain adequate security measures to safeguard any information provided, collected, stored, accessed or generated from providing counselling/rongoā from loss; unauthorised access, use, corruption, modification or disclosure; and other misuse;
24. keep the information confidential;
25. other than as provided for by this paragraph 15, 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 VAS registered counsellor/rongoā practitioner;
26. comply with the requirements of all applicable laws (including the Privacy Act 2020), regulations and codes;
27. ensure that all software and systems used to provide counselling/rongoā support the confidentiality, integrity and availability of that information. I will implement

security controls and processes aligned with best practices to protect such information;

28. 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.
29. I will ensure I have adequate security measures to safeguard all information obtained while carrying out services as a VAS registered counsellor/rongoā practitioner from unauthorised access or use by third parties;
30. I will not use or disclose any information obtained while carrying out services as a VAS registered counsellor/rongoā practitioner to any person or organisation, other than Victim Support or for any other lawful purpose.

#### *Payment and invoicing*

31. 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/rongoā services.
32. 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 that clients may have used some of their approved hours with prior (or other) counsellors/rongoā practitioners and the hours available may not match the maximum number of sessions available across each counselling scheme.
33. 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.
34. I will not invoice for sessions that were not agreed to with the client within the limits agreed with Victim Support.
35. All invoices submitted to Victim Support will be submitted in accordance with the requirements described in the VAS Information for Counsellors/Rongoā practitioners' document.

#### *Consequences for breaching these terms and conditions*

36. Any failure to comply with these terms and conditions will be investigated by Victim Support and could result in my deregistration or suspension as VAS registered counsellor/rongoā practitioner and/or passing information and concerns on to the applicable professional body (or Police, where appropriate) for further investigation.