



# ACA Chapter Terms & Conditions

2023

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# 1.0 Background

By choosing to participate in an ACA Chapter, as a Convenor, a Chapter Supervisor or as a participating ACA Member, you agree to the following terms and conditions.

The Terms and Conditions are reviewed and updated in November for the following calendar year. This document should be read in conjunction with the ACA policies as referenced. For convenience, these links to the updated policies are located at the end of this document.

Chapter Convenors and Chapter Supervisors are required to review and sign the ACA Chapter Terms and Conditions for each calendar year to acknowledge any changes and/or amendments to be adhered to.

Chapters are established and governed by ACA for the purpose of providing benefits and opportunities to ACA Members through collegial networking opportunities. An added bonus of Chapter participation is access to ongoing professional development opportunities. In addition, Chapters are also able to incorporate group supervision.

To ensure all members can benefit from Chapter meetings, ACA supports the Regional and Rural Chapter via monthly Zoom calls for those members who live greater than 100 km from the nearest Chapter location. All online Chapter meetings will require cameras on for all attendees to qualify for OPD points. Online Chapter meetings are not to be recorded.

These Terms and Conditions are designed to ensure the sustainability and effectiveness of ACA Chapters across Australia. They are intended to achieve the aim through a consistent, informal, and dependable structure found to be effective in nurturing and supporting members.

## 1.1 Purpose

The purpose of ACA Chapters is to provide members with:

1. A local forum to meet like-minded members and to discuss the industry, professional, and other relevant issues.
2. To provide members access to local ongoing professional development, in accordance with these terms. Further information is available within the ACA OPD policy.
3. Updates from ACA Head Office on advocacy matters, upcoming events and/or opportunities to get involved.
4. An opportunity for Group Supervision in accordance with the framework.

## 2.0 Group Supervision Framework

1. This framework was agreed at the ACA Board Meeting on 24 February 2023
2. Supervisors may only supervise members at an equivalent or lower ACA membership level.
3. Group Supervision delivered in Chapter settings must be conducted in-person and go no longer than 90-minutes in duration.
4. A Supervisor may supervise no more than 10 practitioners in a Group Supervision setting (i.e., a 1:10 maximum ratio of Supervisor/Supervisees).
5. Members can claim up to a maximum of 5 of 10 hours (or 50% maximum) of Supervision hours from any Group Supervision setting, including Group Supervision within Chapters.
6. Supervision must be underpinned by reference to articles of practice as defined in the ACA Code of Ethics, Scope of Practice, and related policy documents.

7. Supervisees must enter into a supervision contract with the Supervisor.
8. Supervisors must maintain a journal including details of Group Supervision sessions, including at a minimum: Supervisee details and content discussed at supervision sessions. Journals may be required to be provided by Supervisors as evidence in instances of complaints.

## 3.0 Non-Permitted Activities

To ensure the ongoing success of the ACA Chapters, the following are not permitted (additional non-permitted activities are listed in the relevant sections below):

1. Operate independently from ACA: Chapters have no authority under the ACA constitution and play no role in the governance of ACA.
2. Establish as separate legal entities: ACA Chapters are groups of ACA Members, meeting through the facilitated assistance of ACA, for the purpose outlined herein.
3. Hold Annual General Meetings (“AGMs”) or like meetings: In the event of any ACA events such as AGM, Convenors are not to address these questions. Enquiries must be directed to the ACA Office, [aca@theaca.net.au](mailto:aca@theaca.net.au).
4. Receive money on behalf of ACA.
5. Gather, maintain or collect member contact information for purposes other than collegial networking. All shared information is to be nominated by the named member and recorded strictly as nominated. The personal and contact information of members is the intellectual property of ACA which is the responsible entity for ensuring the ongoing privacy of its members.
6. Engage in group communication with members outside the permitted purpose and these Terms. This includes the establishment and operation of social media groups aligned with the operations of the Chapter.
7. Conduct political and or commercial operations. Chapters are established solely for the purpose defined in these Terms. They are not to be used as a commercial or political platform. If a member is unsure as to the relevance of any subject or issue that is presented at a meeting, they are to clarify the relevance with the ACA Office, [aca@theaca.net.au](mailto:aca@theaca.net.au).
8. Chapter Convenors and other members may not use the name, logo, or intellectual property of ACA, which benefit accrues solely to ACA.
9. Chapters have no authority to act on behalf of the ACA. They cannot commit to any legal contract nor enter into any service. This includes programs/projects, monies/grants, rental/lease agreements, make public statements, hear complaints, or represent ACA outside of Chapter settings. All public statements, media comments, content generation and other public material, must come from ACA.

## 4.0 Governance

1. A Chapter Convenor is a Financial Member of ACA who volunteers to assist ACA to facilitate meetings and organise guest speakers. A Convenor does not hold any employed, management, or governance role within ACA.
2. Convenors are to declare any memberships to similar peak registration bodies to ACA prior to being authorised to taking up a convenor position.
3. Each ACA Chapter requires a minimum of one (1) Convenor. The Convenor/s will be appointed by ACA and will agree to abide by these Terms and Conditions. In the event of sickness or absence, the Convenor can nominate an individual to provide coverage in their absence. ACA must be informed of any interim Convenors to ensure they are aware of their responsibilities.

4. Convenors agree to fulfill the role for a maximum period of 24 months. A member can self nominate to be considered for a Chapter Convenor position by emailing the ACA office.
5. The tenure period of a Convenor may be extended by ACA at ACA's sole discretion. Convenors will be required to complete an induction pack.
6. The Convenor(s) will ensure smooth, efficient, and ethical operation of the Chapter. The responsibilities of the Convenor are inclusive of but not limited to:
  - Co-ordinating the activities of the Chapter, consistent with these Terms and Conditions, including OPD presentations for the next 12 months;
  - Ensuring a smooth flow of information between the ACA Office and attendees by way of presenting the ACA briefing pack and forwarding any actions, questions or feedback back to the ACA Office;
  - Reporting any challenges or issues to ACA staff
  - Encouraging members to share their skills and experience by presenting OPD activities.
7. Convenors are responsible for the accuracy and relevance of information provided to or distributed at Chapter meetings.
8. Members who spread misinformation or make derogative remarks about any other member, ACA, ACA employees, or an ACA affiliate will be in contravention of these Terms and Conditions and the ACA Code of Conduct and may face disciplinary action.
9. Chapter meeting durations should go for a minimum of 1 hour and no more than 5 hours.

### **ACA is responsible for administrative tasks:**

1. Booking venue
2. Trybooking and event management systems
3. Handling monies (as laid out in "Costs", and "Administration").
4. Responding to all enquiries.

## **5.0 Professional Development**

1. The Convenor is responsible for scheduling the dates and times of Chapter meetings. These should be planned well in advance with no less than 4 weeks' notice and where possible 12 months in advance in accordance with the plan for annual agenda moving forward.
2. Convenors must source speakers and presentations for the Chapter meetings. They must send details of all speakers to the ACA at least 2 weeks prior to the scheduled Chapter meeting (ideally, details are sent at least 6 months in advance)
3. All OPD sessions delivered at Chapter meetings should focus on enhancing the professional development of the clinician (e.g., therapeutic approaches / modalities, philosophical / theoretical underpinnings, self-care); and have a valid evidence base or correspond with the Scope of Practice for Registered Counsellors.
4. OPD events are to be delivered as face-to-face events only, delivered at the scheduled Chapter meeting. OPD events are free events only. No paid OPD events or online events are permitted; and no events are to be delivered outside normal Chapter meetings.
5. Members who arrive more than 20 minutes late into a professional development session can attend however, cannot claim OPD points for said meeting. Please advise ACA Office of late arrivals.

6. If it becomes clear at any time during a Chapter meeting that a member is intentionally breaching any of the ACA Codes of Conduct and fails to understand and correct their actions, the Chapter Convenor is to document the event and refer this issue to the ACA office for follow up action. Non-compliance of this policy may lead to action against the nominated Convenor for not adhering to ACA reporting procedures.
7. Members who are challenged in any way at a Chapter meeting should clarify their issues with their own Supervisor in the first instance, then with ACA if appropriate clarity is still not reached.

## 6.0 Costs and Administration

1. Chapters are not to open a separate bank account and cannot apply independently from the parent body (ACA) for funding or grants from any local or government sources.
2. All money is to be collected through the ACA ticketing system and will be accounted for by ACA Administration. No money is to be collected by the Chapter under any circumstance.
3. Venue costs, tariffs and any other venue expenses are managed by the ACA Office. All invoices related to Chapter activities are to be made out in ACA's name and submitted to ACA for payment.
4. Copies of all paperwork including attendance list, agenda or other associated paperwork are forwarded to ACA Office within 5 days of the Chapter meeting.
5. No selling of ACA merchandise or journals to occur without prior approval in writing. This is to ensure that the correct logo's and designs are being used. Requests for badges should be forwarded to ACA.
6. Unauthorised transactions will result in investigation with appropriate action.

## 7.0 Ticketing and Attendance

1. ACA is solely responsible for disseminating information regarding event timing and location. Any changes to dates, times, etc. will be managed and communicated by ACA to members.
2. Trybooking ticketing system must be used. No manual attendance logs are to be kept. No members/visitors are permitted to attend an ACA Chapter meeting without first registering through Trybooking. Members can register for the event up to 10 minutes prior to commencement of the meeting showing their Trybooking ticket as proof of entry into the meeting. The Trybooking tickets will indicate the applicable OPD available.
3. On the day of the event ACA will forward the attendee list to the Convenor in preparation for the meeting. If a member registers after the sharing of this information, they can still attend with proof of Trybooking ticket. On arrival members will be marked off on the attendance list from Trybooking only. For consistency and compliance to our data handling policy (and to remove unnecessary administrative tasks) manual attendance records are no longer to be used.
4. OPD points may be recorded in the approved ACA logbook or uploaded at the member's discretion to their online profile using the Trybooking ticket as evidence.
5. Convenors will be allocated free tickets by ACA staff prior to each meeting for the purposes of evidence of OPD points.

## 8.0 Monetary and Personal Gains

1. No members or presenters are to be paid for OPD presentations at Chapter meetings.

2. Chapter meetings are not to be used as a recruiting ground for training providers or members' businesses; nor are they to be used to promote the agendas of any member, training provider or business.
3. No Convenor or member is to receive any gain – including first-order or second- order gain – as income, kickback or any other form of gain or return, from any service or product mentioned at a Chapter meeting. Breach of this clause will likely result in disciplinary action.

## 9.0 Data Privacy and Confidentiality

1. ACA has a legal responsibility to keep member contact details private. These obligations are expressed under section 13 of the Australian Privacy Principles and Privacy Act 1988. ACA takes these responsibilities seriously. The personal and contact information of members is the intellectual property of ACA which is the responsible entity for ensuring the ongoing privacy of its members.
2. Chapter Convenors are not to maintain, collect, collate or otherwise hold a register of ACA members or Chapter members; or contact any members for any purpose outside these express terms.
3. All data pertaining to Chapters is held by ACA.
4. Any breach of these terms is to be immediately reported to ACA.

## 10.0 Chapter Meeting Format

1. ACA will provide a briefing pack around ACA communications to be shared with members. These will be available from the first of every month.
2. Only Financial Members and Student Members of the ACA are able to attend.
3. Chapter Convenors are not to disclose or discuss any ACA business while visitors are at meetings unless permission is sought from ACA before the meeting. Visitors may attend meetings after ACA business has been discussed. A visitor is classified as a presenter who is a non-member.
4. Convenors and members cannot discuss ACA matters over and above what is provided in the Convenor briefing notes.

## 11.0 Further Information

1. These terms are an extension of the ACA membership agreement and as such a breach of these terms by a Chapter Convenor or ACA Member constitutes a breach of the ACA membership agreement and may result in disciplinary proceedings as a member.
2. These 2023 conditions supersede any conditions of prior issues. The next policy update will be made available in December 2023.
3. ACA reserves the right to update this policy as necessary. Convenors and members are bound by these terms, whether they have read and explicitly agreed to the latest terms or not.
4. These Terms and Conditions must be read in conjunction with the following ACA policies:
  - Supervision Policy 2019
  - Ongoing Professional Development (“OPD”) Policy 2018
  - ACA Code of Ethics
  - ACA Scope of Practice

Please contact the ACA Office at [aca@theaca.net.au](mailto:aca@theaca.net.au) or 07 3356 4255 with any queries relating to ACA Chapters.

## 12.0 Agreements

### 12.1 Act as ACA Chapter Convenor:

I \_\_\_\_\_ have read and understood the ACA Chapter Terms and Conditions of the 2023 policy and agree to act in accordance with them.

Convenor Name: \_\_\_\_\_

Chapter location: \_\_\_\_\_

- I confirm that I have read the supporting policies as outlined in this document.
- I confirm that I have declared any memberships to similar peak registration bodies to ACA prior to being authorised to taking up a Convenor position.
- I will communicate the changes effective next meeting.

Any Convenor who is found to be in breach of this Policy, may result in disciplinary action.

Convenor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### 12.2 Act as ACA Chapter Group Supervisor:

I \_\_\_\_\_ have read and understood the ACA Chapter Terms and Conditions of the 2023 policy and agree to act in accordance with them.

Chapter Group Supervisor Name: \_\_\_\_\_

Chapter location: \_\_\_\_\_

- I confirm that I have read the supporting policies as outlined in this document.
- I confirm that I meet the requirements to deliver Group Supervision at Chapter Meetings.

Chapter Group Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Document Management

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V5	26/5/23	ACA Board	2023 Review



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*ACA acknowledge and respect the Aboriginal and Torres Strait Islander peoples as the country's first peoples and nations, and recognise them as traditional owners and occupants of land and waters.*