

BOOKING AND CANCELLATION POLICY

BACKGROUND AND PURPOSE

At The Spot for Speech Pathology, we ensure that we:

- prepare for each of our appointments thoroughly; and
- limit the number of clients we see each day to ensure we are providing a quality service to each of our clients.

If you book an appointment with us and do not attend or if you contact us to cancel an appointment with less than two working days' notice, the following may occur:

1. We lose the time we have spent preparing for your appointment – time we otherwise could have spent assisting another client
2. We may not have enough time to reschedule another client for your appointment time which reduces the total number of clients we can assist on that day
3. We lose income which makes it more difficult for us to invest adequately in our staff and resources.

Speech therapy is most effective when we trust and value each other's work. We know that things happen – cars break down, kids get sick, important travel commitments occur at short notice however, 'no shows' and late cancellations – particularly if they occur regularly – can interfere with our trust in each other and, over time, can affect the quality of care. We take pride in our work and do not wish for this to happen.

AGREEMENT

Booking an assessment, therapy, coaching, consultation, training, intensive workshop, seminar or other appointment with us (collectively, an 'Appointment') creates a legally binding contract – the 'Agreement' – between you and us. The parties to this Agreement are:

1. the person who makes the booking, referred to in this Agreement as 'you'; and
2. The Spot for Speech Pathology PTY LTD, whose registered Australian Company Number is 637 737 207. The Spot for Speech Pathology is referred to in this agreement as 'we', 'our' and 'us'.

By making the booking on behalf of yourself or a child under your care, you confirm that you are authorised to agree to these terms and conditions.

We provide our services to you subject to this Agreement. As this is a binding contract, you should read through it carefully before making a booking. The terms and conditions of this agreement may change however, the latest version will always be available on our website at www.spotforspeech.com.au. If you continue to use our services after changes have been made to this Agreement, you will be considered to have accepted the changes to the Agreement between us.

BOOKINGS

When you first book with us via email, phone call or face-to-face meeting, the booking won't be confirmed until we send you an appointment confirmation email or text message even if you have transferred your payment to us already. We reserve the right to refuse bookings for any lawful reason.

We will usually email you your initial appointment confirmation to the email address provided when you first contacted us within 48 hours of the booking. If you have not received your appointment confirmation within 48 hours of your booking, please check your spam or junk email folder and if it is not there please contact

us. It is your responsibility to ensure that your email is set up to allow you to receive your email confirmation, we cannot accept liability for any consequences of you not doing so.

The fee for the initial appointment and each subsequent appointment for the calendar year is set out in our initial appointment confirmation email and must be paid in full, and in the currency stated, by cash or direct deposit on or before the date of the relevant appointment.

CANCELLATIONS, CHANGES TO BOOKINGS AND FAILURE TO ATTEND SCHEDULED APPOINTMENTS

We will accept cancellations up to two working days before an appointment. A working day for us is considered to be Monday – Friday. You must notify us via email at info@spotforspeech.com.au or by telephone on 0423 384 604 (phone call, text message or voice mail message) and you must receive a response from us to ensure that your booking has been cancelled or changed.

If you need to cancel or change an appointment time, please contact us at least **TWO DAYS** before your scheduled appointment. Please note that cancellation fees may be incurred if you fail to attend an appointment or if you cancel with less than **TWO DAYS** notice as follows:

Non-emergency cancellations require **TWO DAYS** notice. Non-emergencies include holidays, pre-planned medical appointments, family events, parties, sporting events, lack of babysitter or anything else that is not designated as “emergency” (see below). If non-emergency cancellations become excessive, you/your child may lose their regular slot in the clinician’s schedule. If the session is not cancelled within 48 hours’ notice it will be billed at 50% of the therapy session fee. Cancellations for therapy sessions made with less than 4 hours’ notice will be charged at 100% of the therapy session fee.

Emergency cancellations require notification by 8am on the day of your/your child’s appointment where possible. We are happy to receive text message notifications from 7am onwards. Emergency cancellations are accepted only for illness of the client, illness of a family member that impacts upon the client’s ability to attend the session or a death in the family. Please do not go ahead with your/your child’s speech pathology session if you/your child presents with a fever, strep, unidentified rash, diarrhoea, vomiting or any other highly contagious illness. You/your child must be symptom-free for at least 24 hours prior to the session. If you/your child is ill during the session, the session will be cancelled and you will be charged for the session.

Because we hold a time for your session, you are essentially promising to fulfil that slot. If you exceed a cancellation rate of 25% or higher you will receive a written notice that your regular slot is in jeopardy, especially if you do not schedule make-up sessions or fail to attend make-up sessions. This includes non-emergency, emergency and holiday cancellations.

If you plan on discontinuing services for any reason, you must give two weeks’ notice or you will be billed for the missed scheduled sessions. We must also give you two weeks’ notice if therapy will be discontinued for breach of attendance policy.

If we need to cancel an appointment for any reason, we may do so at any time before the appointment is scheduled to begin. We do not expect this to happen except in exceptional circumstances (e.g. if the treating speech pathologist falls ill) and we will refund any fees you have paid for that appointment or offer you alternate dates and times for the appointment. We will not be liable for any other expenses you incur in connection with the appointment. We will notify you of cancellations on our part as soon as possible.

ATTENDANCE AND CONDUCT

Please ensure you are at the agreed location for your/your child’s session at least 5 minutes before the scheduled appointment time.

In connection with providing our services to you/your child and/or in accordance with our child protection policies, we may at times film, audio-record or otherwise record our appointments in part or in full. Please note that your consent (on behalf of yourself and/or your child) to being filmed or recorded in connection

with our services and/or for child protection purposes is a condition of this agreement. The recordings will form part of your/your child's clinical records and will be held subject to the terms of our Privacy Policy.

LIMITATIONS OF LIABILITY

Nothing in this agreement excludes or limits our liability where such limitation of liability is not permitted by applicable law. Subject to the first sentence of this paragraph, the following two paragraphs apply:

1. Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with this agreement, shall be limited to the total amount received by us from you in connection with the appointment or appointment(s) giving rise to such liability.
2. You and/or any child under your care attend and participate in appointments at your own risk. We accept no responsibility for any of the following:
 - (a) costs or expenses whatsoever or howsoever arising out of or in connection with any appointment
 - (b) loss or damage to personal property
 - (c) personal injury, except set out above and
 - (d) loss of data, profit, revenue, use, business, anticipated savings, goodwill, reputation or opportunity, financial or economic loss or any indirect or consequential loss or damage.

GENERAL

Privacy: In processing your personal data, we comply with all applicable Privacy legislation. Please see our Privacy Policy for details. The Privacy Policy can be found on our website: www.spotforspeech.com.au, we can also email or post this policy to you upon request.

Intellectual Property: All materials provided to you by us or by our staff or associates, and any intellectual property belonging to or associated with our company and/or services, including any website, trade mark or trade name, logo, software, text and graphics are the sole property of us or our staff or associates and you agree that you will not infringe any such rights in any way. You can make a copy of materials provided for your own personal use, but no other use is authorised.

Force Majeure: We will not be liable for any breach of this agreement which is a result of circumstances beyond our reasonable control, including but not limited to; strike, lock-out, labour dispute, acts of terrorism, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, insolvency or bankruptcy of either party or any third party, fire, flood, snow and storm, exceptional weather conditions, difficulty or increased cost in obtaining workers, goods or transport and other circumstances affecting the supply of goods or services.

Rights of Third Parties: A person who is not a party to this agreement has no rights to rely upon or enforce any term of this agreement.

Assignment: You may not transfer, assign or otherwise dispose of your interest in this agreement without our prior written consent.

Severability: If any provision in this agreement is deemed to be illegal, unenforceable or invalid for any reason, it shall be deemed to have been struck out and the remaining provisions shall survive and continue to be binding and enforceable.

No Waiver: Any failure by us to enforce any provision of this agreement at any time shall not be construed as a waiver of such provision and shall not affect our right to enforce such provision.

Variation: This agreement may only be varied by express written agreement of the parties.

Jurisdiction: The construction, validity and performance of this agreement shall be governed by the laws of New South Wales, and both parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

DECLARATION OF CONSENT

Please be aware that by engaging with The Spot for Speech Pathology Pty Ltd, trading as The Spot for Speech Pathology, and commencing therapy supports for your child and family, you are agreeing to the above cancellation policy. If you have any questions and/or concerns in regards to the above information, please do not hesitate to contact us at: info@spotforspeech.com.au.

I hereby confirm that I have read, understood and agree with the terms and information set out in the Booking and Cancellation Policy (this policy).

Client Name	
Parent/Guardian Name	
Parent/Guardian Signature	
Date	