

BOOKING AND CANCELLATION POLICY

Background and purpose

At Andrea Cooper Speech Pathology, we:

- prepare for each of our appointments properly; 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 don't turn up - or if you contact us to cancel an appointment with less than two working days' notice - three things happen:

- (1) We lose the time we have spent preparing for your appointment - time we could have spent helping 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 help that day.
- (3) We lose income, which makes it more difficult for us to invest adequately in our staff and resources. In some cases, it can mean that our staff don't get paid as much for their work.

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 crop up at short notice. But "no shows" and late cancellations - particularly if they happen more than once - can interfere with our trust in each other and, over time, can affect the quality of care. We take pride in our work and don't want 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) Andrea Cooper Speech Pathology PTY LTD whose registered company number is 84990179669. Andrea Cooper 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 always with a binding contract, you should read through it carefully before making a booking. We may change the terms and conditions of this Agreement, but the latest version will always appear on our website at www.acspeechpath.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 - by email, phone and/or face-to-face meeting - the booking won't be confirmed until we send you an Appointment confirmation email/text, even if you've transferred money to us. 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 by email or phone, within 48 hours of booking. If you have not received your appointment confirmation within 48 hours of booking, please check your spam or junk email folder or filter and, if it's not there, then contact us. It is your responsibility to ensure that your email is set up to allow you to receive your email confirmation, and we cannot accept any 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, debit and/or credit card on or before the date of the relevant Appointment.

Cancellations, changes to bookings and failures to attend appointments

We will accept cancellations up to two working days before an Appointment. A working day for us includes Monday to Friday. You must notify us by email at andrea@acspeechpath.com.au or by telephone or by short message service ("SMS") text, and we must receive your email, telephone call or SMS text. Our current contact details are set out:

Email: andrea@acspeechpath.com.au

Mobile: 0468606812

Important

If you need to cancel or change an appointment time, please contact us at least TWO DAYS before your appointed session. Please note that cancellation fees may be incurred if you fail to attend an appointment or if you cancel with less than 2 DAYS NOTICE, as follows:

Non-emergency cancellations require TWO DAYS notice. Non-emergencies include vacations, preplanned medical appointments, family events, parties, sports events, lack of babysitter or anything that is not designated as "emergency" (see below). If non-emergency cancellations become excessive, you/your child may lose the weekly slot in the clinician's schedule. If the session is not cancelled with 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.

Emergencies require notification by 8am. We are happy to receive text notification from 7am onwards. Emergency cancellations are accepted only for illness, illness of a family member or death in the family. These sessions must be cancelled by 8am on the day of the appointment. Please do not continue with your/your child's speech pathology session if you/your child presents with a fever, strep, unidentified rash, diarrhoea, vomiting or any highly contagious illness. You or your child must be fever-free for 24 hours prior to the session. If you or your child is ill at the time of your session, the session will be

cancelled and you will be charged for the session. In the case where less than 2 hours notice is given, cancellation fees will still be in place.

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

If you plan on discontinuing services for any reason, you must give two weeks' notice or you will be billed for the missed sessions. We must also give you two weeks' notice if treatment 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, and we'll refund any fees you've paid us for the appointment, or offer you a choice of alternative dates for the appointment, but we won't be liable to compensate you for any other expenses you've incurred in connection with the appointment. We will try to notify you of cancellations, but we can't guarantee this, especially when an appointment is cancelled at short notice (e.g. if your treating speech pathologist is ill).

Attendance and conduct

Please ensure you are at the agreed location for your session at least 5 minutes before our scheduled time.

In connection with providing our services to you and/or a child under your care and/or in accordance with our child protection policies, we may sometimes film, audio-record, or otherwise record our Appointments, in part or in full. Please note that your consent (on behalf of yourself and 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 you or your child's health 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 Appointments(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 as 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.acspeechpath.com.au, we can also email or post this policy 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 of them 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 God, acts of terrorism, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, 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.