



Booking and Cancellation Policy

As at 1st January 2021
Consistent with NDIS Pricing Guide for 2020/21

At Capital Diagnostic Speech Pathology Pty Limited (ABN 76 643 233 694), ("we", "our" or "us"), we:

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

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 or helping you in another way.
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. This is not fair for people on our waiting list.
3. We lose income, which makes it more difficult for us to invest adequately in our workers and resources to provide you and other clients with a quality service. In some cases, this can mean that our staff don't get paid as much for their work as they would have had the appointment happened.

Our services and supports are most effective when we trust and value each other's work. We know that unexpected things happen – e.g., cars break down, people get sick, important travel commitments crop up at short notice. But "no shows" and late cancellations (also known as "failures to attend" or "did not attend" ("FTAs" and "DNAs")) – particularly if they happen more than once – can interfere with our trust in each other and, over time, can affect a client's overall quality of care. We take pride in our work and do not want this to happen.

Agreement

Booking a face-to-face or telehealth service, support, assessment, therapy session, intervention session, 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:

- the person who makes the booking, referred to in this Agreement as "**you**"; and
- **us.**

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

We provide our services and supports to you subject to this Agreement conditions detailed on the Intake Form. As always with a binding contract, you should read through it carefully before making a booking for an Appointment. We may change the terms and conditions of this Agreement, but the latest version will always appear on the Intake Forms located on our website at www.capitaldsp.com.au. You can also ask any of our workers for a copy at no cost. 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.

Appointment Bookings

When you first request an appointment with us – through our website, by email, phone, social media, telehealth service, and/or face-to-face meeting – the booking will not be confirmed until we send you an Appointment confirmation email, even if you have transferred money to us. We reserve the right to refuse a booking for any lawful reason.

Usually, we will email you your initial Appointment confirmation (to the email address you provided us when you first contacted us) within 72 hours of returning the Client Intake Form and requesting an appointment. If you have not received your appointment confirmation within 72 hours of returning the Client Intake Form and requesting an appointment, please check your spam or junk email folder or filter and, if it is not there, please contact us at office@capitaldsp.com.au. 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 fees and other charges for the initial Appointment is set out on our website and must be paid in full, and paid in Australian dollars by debit card, credit card and/or electronic transfer on or before the date of the relevant Appointment. Cash transactions are not accepted.



Cancellations, changes to bookings and failures to attend appointments

Consistent with common practice and the NDIS Pricing Guide for this year, we will accept cancellations via email up to two business days before an Appointment. A business day for us is Monday, Tuesday, Wednesday, Thursday and Friday. You must notify us by email at office@capitaldsp.com.au and we must receive your email.

Our current contact details are:

Capital Diagnostic Speech Pathology Pty Ltd
office@capitaldsp.com.au

What happens if you fail to attend or cancel an appointment without enough notice

If you **cancel or seek to reschedule** an Appointment with less than 48 hours notice (within two business days), you must pay us 50% of the Appointment fee.

If you **fail to attend** the Appointment, you must pay us 100% of the Appointment fee.

If you fail to attend two or more Appointments, we reserve the right to discharge you and/or any person under your care from our service without notice.

What happens if we need to cancel an appointment

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. We will refund any fees you have paid us in advance for the Appointment, or offer you a choice of alternative dates for the Appointment, but we will not be liable to compensate you for any other expenses you have incurred in connection with the Appointment. We will try to notify you of cancellations, but we cannot guarantee this, especially when an Appointment is cancelled at short notice (e.g. if your speech pathologist is sick).

Attendance and expected conduct

Please ensure you arrive on time for each Appointment. For the benefit of other clients, we will not admit you to your Appointment any later than 15 minutes after the scheduled Appointment time. You will remain liable for the Appointment fee and we will not issue any refund in this event. In connection with providing our services to you and/or a person under your care and/or in accordance with our child protection and safety 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 the person under your care) to being filmed or recorded in connection with our services is a condition of this Agreement. The recordings will form part of your health records (or the records of someone else under your care, as the case may be) and will be held subject to the terms of our Privacy Policy.

We reserve the right to refuse admission to you and/or any person under your care or ask you and/or any person under your care to leave our premises if we think you and/or they are behaving in a disruptive way, or in a way that is likely to cause damage, nuisance, offence or injury to any person. You will remain liable for the Appointment fee and we will not issue any refund in this event.

By entering into this Agreement, you agree to ensure that you and all people under your care attending an Appointment under a booking made by you comply with all health and safety and other rules and regulations applicable to our premises. You also agree not to bring onto our premises any illegal or hazardous items or to allow such items to be brought onto our premises by a person under your care. You also agree to comply with any reasonable request by a worker at our premises (for example, and without limitation, requests relating to infection control or the health and safety of our staff).

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 person under your care attend and participate in Appointments at your own risk. We accept no responsibility for any of the following:
 - a. in respect of any person prevented from entering our premises, or asked to leave due to their conduct;
 - b. costs or expenses whatsoever or howsoever arising out of or in connection with any Appointment;
 - c. loss or damage to personal property;
 - d. personal injury, except as set out above; and
 - e. 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.

Intellectual Property: All materials provided to you by us or by our workers or associates, and any intellectual property belonging to or associated with us and/or our services and supports, including any website, trade mark or trade name, logo, software, text and graphics, are the sole property of us 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 pandemic or infectious diseases, 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 (including, without limitation, in respect of any Appointment fee) 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 the Australian Capital Territory, and both parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

