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# Terms and Conditions of Service

## 1. Acceptance of the Terms and Conditions and Schedule of Fees

- a. You accept our Terms and Conditions and Schedule of Fees by
  - · making an appointment with us, or
  - · completing our New Client Information form, or
  - · continuing to make appointments or providing us with instructions;
- b. Upon acceptance, you agree to pay for our services on these terms.
- c. The referring parent is solely responsible for the payment of fees. Changes to the person responsible for fees is to be made in writing.

## 2. Appointment Confirmations

- a. All appointments are confirmed in writing.
- b. You are responsible for checking your email for a confirmation of your initial appointment, including your spam box.
- c. If a confirmation email does not arrive or can't be located, you are responsible for contacting us, within 2 hours of making an appointment over the phone or online to clarify the booking, if needed.
- d. An SMS reminder is sent before the day of appointment, but it is your responsibility to monitor appointments you have made.
- e. If there is any doubt or confusion about an appointment day or time, it is your responsibility to contact the clinic by phone or email to confirm the appointment time.

#### 3. Our schedule of Fees

- a. We will charge fees for the services provided to you in accordance with the Schedule of Fees.
- b. The Schedule of Fees is revised annually.
- c. The Schedule of Fees is an itemised list. Some services provided to you are calculated on a unit basis and are not calculated on a time basis.
- d. You are responsible for reviewing the Schedule of Fees prior to requesting a service.
- e. If you cannot afford our services and request a referral, we will refer you to an alternative service or to an agency that can assist you in locating other services. We DO NOT offer bulk-billing arrangements under Medicare.
- f. You are responsible for reviewing our information about fees, billing, rescheduling and cancellations.

#### 4. Estimations and Quotes

a. We can provide you a cost estimate, at your request. It is generally difficult to provide an accurate price estimate of health services due to the personal nature of such services and

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the number of variables involved in the treatment of each person. These may include the following:

- the number and duration of telephone calls or other communication; your prompt and efficient response to requests for information or instructions;
- ii. whether your instructions are varied;
- iii. whether documents have to be revised in light of varied instructions; other persons with whom we deal and the level of cooperation of the clients and other persons involved;
- iv. the complexity of your service request.

## 5. Expenses and Disbursements

- a. We will be responsible for internal expenses which we incur in providing you with a service, except when these expenses are described in the Administration fees table of the Schedule of Fees.
- b. We may incur disbursements (money which we pay or we are liable to pay to others on your behalf). Disbursements may include registrations fees, court filing fees, process server fees, travel expenses, transcript expenses, etc. You will pay us for disbursement costs.

## 6. Billing Arrangements

- a. You are required to review our billing and fee arrangements.
- The referring parent is financially responsible for the payment of all fees and charges.
   Only one parent can nominate to be financially responsible for the accounts. Any changes to the parent responsible for payment needs to be done so in writing.
- c. All services require upfront payment.
- d. A late fee of \$10.00 will be charged on any invoice that is not paid on the day of service.
- e. If you do not pay a tax invoice issued to you we will seek to recover the amount of the invoice plus interest and costs.

## 7. Retention and Copying of your files

- a. The files we hold are our copyright and property.
- b. You can request access to your files in accordance with the Privacy Policy. There are fees and charges associated with file access and retrieval.
- c. Children's files are stored until the child turns 25 years of age. Adult files are stored for 7 years after they have finished service with us. After this date, they may be destroyed unless legislation requires otherwise. Your (express or implied) agreement to these terms constitutes your authority for us to destroy the file after the above period.

#### 8. Termination by us

- a. We may cease to provide services to you whilst any of our tax invoices remain unpaid, or:
  - If you do not, within 7 days, comply with any request to pay an amount in respect
    of disbursements or future costs; or

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- If you fail to provide us with clear or timely instructions or information to enable us to advise on your child's treatment; or
- If you indicate to your psychologist or they form the view that you have lost confidence in their work; or
- If there are any ethical concerns that arise and or your psychologist consider it is in your best interest if they cease acting for you, for example, a conflict of interest; or
- If you behave in an aggressive, threatening or disrespectful way towards any of our staff.

#### 9. GST

a. Where applicable, GST is payable for professional fees and expenses and will be clearly shown on our tax invoices. By accepting these terms you agree to pay the amount equivalent to the GST imposed on these charges.

## 10. Updates and Changes

a. The Terms and Conditions are updated from time to time, and you accept the changes to the Terms and Conditions or Schedule of Fees by continuing to make appointments or providing us with instructions.

## 11. Governing Law

 Nothing in these Terms and Conditions affects your rights under the Australian Consumer Law