



Tahnee Gardiner
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Booking, Cancellation and Termination of Services Policy

Background and purpose

At Big Hill Speech Pathology, we:

- spend several hours preparing for client assessments;
- prepare for each of our therapy and other 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.

Assessments are expensive to plan, and hard to schedule

Before an assessment, we spend significant time:

- (a) reviewing intake information, questionnaires and other information you send to us;
- (b) planning a tailored assessment battery to address your key concerns; and
- (c) preparing assessment forms required to conduct the assessment.

If you book an assessment with us and don't turn up – or if you contact us to cancel a booked assessment with fewer than **24 hours notice** – we lose several hours of time, money in lost revenue, and lose the opportunity to book in another client from our waitlist. To mitigate this risk, we require a service agreement to be signed prior to the day of assessment.

Therapy sessions

If you book a therapy appointment with us and the client is not present for the appointment at the agreed upon location (home, school, Kinder, library) – or if you contact us to cancel an appointment with fewer than 24 hours 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.



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3. We lose income, which makes it more difficult for us to invest adequately in our 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, children 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, group session 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. Big Hill Speech Pathology, whose registered address is 34 Patrick Street Stawell, VIC, 3380,, Australia and whose registered Australian Business Number (ABN) is 75 719 196 845. Big Hill 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.bighillspeech.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

Assessments bookings require paperwork to be filled in advance

When you book an assessment with us, the booking won't be confirmed until:

- (a) the Service Agreement has been signed and



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(b) the Initial Consultation Questionnaire has been completed

We reserve the right to refuse bookings for any lawful reason.

On our receipt of the signed Service Agreement and Initial Consultation Questionnaire, we will email you your assessment Appointment confirmation to the email address provided when you first contacted us by email or phone.

If you have not received your appointment confirmation within 48 hours of completing the paperwork (a) and (b), 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 Assessment Fee for the assessment and the fee for each subsequent Appointment for the calendar year are set out in our initial Appointment confirmation email and must be paid in full, and in the currency stated, within one week of the service.

Cancellations, changes to bookings, failures to attend Appointments and payment of invoices

For **assessment Appointments**, we will accept reschedules or cancellations **up to seven days before an Appointment**. You must notify us by email or by telephone, and we must receive your email or telephone call. Our current contact details are hello@bighillsspeech.com.au and 0494632420.

For all other Appointments, including for therapy sessions, we will accept cancellations **up to 24 hours before an Appointment**. A working day for us includes Monday-Saturday (excluding public holidays). You must notify us by email or by telephone, and we must receive your email or telephone call. Our current contact details are hello@bighillsspeech.com.au and 0494632420.

Important

(a) If you fail to attend, cancel or seek to reschedule an assessment Appointment with fewer than 24 hours notice:



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(i) you will be liable to pay the cancellation or non-attendance fee as described in the Service Agreement;

(iii) the assessment Appointment will not be rescheduled until we have been paid for the assessment Appointment that did not take place because of your failure to attend, late cancellation, or attempt to reschedule.

(b) If you fail to attend, cancel or seek to reschedule an Appointment (other than an assessment Appointment) with fewer than 24 hours notice:

(i) you will be liable to pay us the fee; and

(ii) if you have already paid us part or all of the fee, you will not receive a refund,

for such Appointment except, at our sole discretion, in exceptional circumstances.

(c) If you fail to attend:

(i) an assessment Appointment; or

(ii) two or more Appointments,

We reserve the right to discharge you and/or any person under your care from our service without notice.

(d) Payment for Appointments is due on the Appointment date and considered overdue one week from the service date. If you fail to pay one or more of our invoices, we reserve the right to discharge you and/or any person under your care from our service without notice, and reserve all rights to pursue the debt.

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



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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 arrive on time for each Appointment. For the benefit of other clients, we will not admit you to or commence your Appointment any later than 20 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 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.

By entering into this Agreement, you undertake to abide by our Zero Tolerance Policy. We reserve the right to refuse admission to you and/or any child under your care or ask you and/or any child 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 violates our lease, in a way that is likely to cause damage, nuisance, offence or injury, and/or in a way that breaches or is likely to breach our Zero Tolerance Policy. We also reserve the right to leave any public or private premises on which the appointment is taking place if for any reason we feel unsafe due to the actions of any person, animal, or event occurring on the premises. 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 children under your care attending an Appointment 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 child under your care. You also agree to comply with any reasonable request by the staff at our premises (for example, and without limitation, requests relating to the health and safety of our staff).

Therapy blocks, breaks and discharge

After an assessment or a review, we may recommend a therapy block composed of a fixed number of therapy sessions, spaced over a set number of weeks, within a defined period (the



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“**Therapy Block**”), followed by a therapy break and, potentially, further therapy or a discharge from our service (at our sole discretion). Our recommendations will usually be set out in writing, in an assessment report, therapy plan, or in an email. We do this for four main reasons:

- **Spacing effects:** Short bursts of treatment spread over weeks may help clients to learn new skills better than intensive treatments taught over consecutive days (e.g., Riches et al., 2005; and Smith-Locke et al., 2013).
- **Learning plateaus** may exist for speech-language and literacy interventions (e.g., Ambridge et al., 2006; Riches et al., 2005); and there are points of ‘diminishing returns’, where little additional benefit is derived from too much therapy without a break (e.g., McGinty et al., 2011).
- **Opportunity costs:** time spent in speech therapy is time that cannot be used to practice communication skills in real world social situations. Increasing participation in other activities may be required to transfer therapy gains to the real world.
- **Fairness:** The current shortage of speech pathology services in Australia means that many clinics, including ours, have long waiting lists. It’s unfair to give one client very lengthy blocks of therapy while others wait for a service they need. Regular therapy breaks across our caseload enable us to reduce average waiting times for everyone (including you).

By entering into this Agreement, you acknowledge our recommendations for a Therapy Block and accept that access to services after the Therapy Block will depend on a number of factors and considerations, including attendance records during the Therapy Block (including any failures to attend and late cancellations), the amount of regular home practice conducted throughout the therapy block, the availability of our staff, competing priorities (including our waitlist at the time) and ethical, legal, operational, logistical, financial, and other factors that may affect our capacity to offer further therapy after the Therapy Block ends. If you want further Appointments after a Therapy Block ends, we will discuss your request and, potentially, waitlist you for a review and, if warranted, a further block of therapy. For the avoidance of doubt, however, we do not guarantee that we will be in a position to offer any therapy or other services after any initial Therapy Block ends.

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



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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) 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 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, pandemic, 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



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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 Victoria and both parties agree to submit to the non-exclusive jurisdiction of the courts of Victoria in the event of dispute.