

BOOKING AND CANCELLATION POLICY

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PURPOSE

At Blossom (“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:

- 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.
- 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.
- 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 don't want this to happen.

AGREEMENT

As noted in our Service 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:

- (a) the person who makes the booking, referred to in this Agreement as "**you**"; and
- (b) **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. 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 our website at www.blossomtherapy.com.au and 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

Once an appointment or a series of regular appointments are accepted verbally, via text or email, you agreed to cooperate and work with us to ensure that the appointment can be delivered on the date, at time and place that is scheduled. We will email you your initial Appointment confirmation (to the email address you provided us when you first contacted us) within 2 business days of booking. If you have not received your appointment confirmation within 2 business days of booking, please check your spam or junk email folder or filter and, if it's not there, please contact us.

It is our courtesy to remind you of accepted appointments. Non receipt of appointment reminders or not responding to the reminders do not constitute reasons for waiving no show or short notice cancellation fees. It is your responsibility to ensure that your email and mobile phone are set up to allow you to receive your email confirmation and appointment reminders, and we cannot accept any liability for any consequences of you not doing so.

The fees and other charges for is set out in our initial Appointment Confirmation letter. Fees and other charges on the Initial Appointment Confirmation letter apply to each subsequent Appointments and will be replaced by the Service Agreement and Schedule of Support once signed.

Fees and other charges must be paid in full, and in Australian currency, by credit card or bank transfer before the due date when invoiced.

CANCELLATIONS, CHANGES TO BOOKINGS AND FAILURES TO ATTEND APPOINTMENTS

Consistent with common practice and the NDIS Price Arrangements and Price Limits, and the NDIS Price Catalogue, we will accept cancellations up to two business days before an Appointment. A business day for us includes Monday to Friday. You must notify us by email at admin@blossomtherapy.com.au or by telephone or by short message service ("SMS") text to 0403 722 425 or 0488 849 320, and we must receive your email, telephone call or SMS text.

WHAT HAPPENS IF YOU FAIL TO ATTEND OR CANCEL AN APPOINTMENT WITHOUT ENOUGH NOTICE

- a) If you fail to attend, cancel or seek to reschedule an Appointment with less than two business days' notice:
 - i. you must pay us 100% of the Appointment fee; and

- b) 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.

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 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 can't guarantee this, especially when an Appointment is cancelled at short notice (e.g. if your worker is ill).

ATTENDANCE AND EXPECTED CONDUCT

Please ensure you arrive or be ready 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 full Appointment fee (and any associated fees such as provider travel).

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 your child) 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 violates our lease, or in a way that is likely to cause damage, nuisance, offence or injury to any person. You will remain liable for the full Appointment fee.

When your Appointment is at a location other than our clinic, you agreed to provide a hygienic and safe environment for us to work. We reserve the right not to commence or to terminate a session if we think the environment may pose a risk to our health and safety. We reserve the right not to commence or to terminate a session if we think you and/or any persons are behaving in a disruptive way or may pose a risk to our health and safety. You will remain liable for the full Appointment fee.

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:

- a) 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.
- b) 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:
 - i. in respect of any person prevented from entering our premises, or asked to leave due to their conduct;
 - ii. costs or expenses whatsoever or howsoever arising out of or in connection with any Appointment;
 - iii. loss or damage to personal property;
 - iv. personal injury, except as set out above; and
 - v. 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 Victoria and both parties agree to submit to the non-exclusive jurisdiction of the courts of Victoria.

RELATED DOCUMENTS

- [NDIS Price Arrangements and Price Limits](#)
- [NDIS Support Catalogue](#)
- [Privacy and Confidentiality Policy](#)

POLICY REVIEW HISTORY

Developed 19 July 2021