

Booking and Cancellation Policy

Background and Purpose

At Little Sparrows Therapy, 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 exactly 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.
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. Little Sparrows Therapy (Vexelpop Pty Ltd), whose registered address is U 1 192 Mulgrave Rd WESTCOURT, QLD 4870, Australia and whose registered Australian Company Number (ACN) is 622 737 759 Little Sparrows Therapy 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.littlesparrows.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 – through our website, by email, phone and/or face-to-face meeting – the booking won't be confirmed until we send you an Appointment confirmation email, 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 your 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 card, credit card and/or bank transfer, on or before the date of the relevant Appointment.

Cancellations, changes to bookings and failures to attend appointments

We will accept cancellations up to 24 hours before an Appointment start time. You must notify us by email or by telephone, and we must receive your email or telephone call more than 24 hours before the appointment start time. Our current contact details are set out [here](#). In most cases we will accept cancellation messages left on our voicemail service during hours when the clinic is closed. We will base your cancellation from the exact timestamp left on our voicemail system from you. If there is less than 24 hours notice given between your cancellation and your appointment start time, you will be liable for all session fees.

Important

- a. Except, at our sole discretion, in exceptional circumstances - If you fail to attend, cancel or seek to reschedule an Appointment with less than 24 hours notice before the appointment start time:
 - i. you will be liable to pay us the full fee; and
 - ii. if you have already paid us part or all of the fee, you will not receive a refund.

- b. If you fail to attend two or more Appointments, we reserve the right to discharge you and/or any child 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'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 in advance, 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 be able to make up for any late arrivals as we have other scheduled appointments we need to attend to. You will remain liable for the full 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. 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 under a booking made by you comply with all health and safety and other rules and regulations applicable to our premises, as well as our Vaccination Policy (as amended from time to time). 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).

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) 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, 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 Queensland and both parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

Last amended: 21/10/2021