

Terms and Conditions of Service

Disclaimer

If you are in doubt about the seriousness of your condition, the appropriateness or effectiveness of using our Services or believe that you, or another person is in an urgent, dangerous or emergency situation, you should contact 000 immediately or seek alternative and appropriate medical services.

In these Terms, when we say **you** or **your**, we mean both you and any person you are authorised to represent (such as your child, ward or individual under your care). When we say **we**, **us**, or **our**, we mean Mary Lourdes Brindley T/A Family Relief (ABN 67 884 356 517).. We and you are each a **Party** to these Terms, and together, the **Parties**.

These Terms form our contract with you, and sets out our obligations as a service provider and your obligations as a customer. You cannot use our Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

For questions about these Terms, or to get in touch with us, please email: mary@familyrelief.com.au.

These Terms were last updated on 20 June 2024.

1. Acceptance

1.1 These Terms apply from the Commencement Date until the date that is the earlier of:

- (a) the date the Services are completed (as reasonably determined by us); or
- (b) the date on which these Terms are terminated,

(Term).

1.2 You accept these Terms by clicking "I accept" or by booking an Appointment via phone or our website.

1.3 Where you are a minor, or otherwise unable to accept these Terms, an authorised representative such as your parent or legal guardian may accept these Terms on your behalf (**Authorised Representative**) and, in such cases *you* will mean the Authorised Representative. You warrant and agree that, if you are accepting these Terms on behalf of someone else, that you have the required authority to do so.

2. Services

2.1 In consideration of your payment of the Price, we will provide the Services in accordance with these Terms, whether ourselves or through our Personnel.

2.2 We agree to perform the Services in accordance with our professional and ethical obligations.

2.3 If these Terms express a time within which the Services are to be supplied, we will use reasonable endeavours to provide the Services by such time, but you agree that such time is an estimate only.

2.4 All variations to the Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instructions or directions from you constitute a variation to the scope of the Services or our obligations under these Terms, then we will not be obliged to comply with such instructions or directions unless agreed in accordance with this clause.

2.5 **Report and Assessments:** We can prepare reports for you to submit to the relevant party (such as the NDIS) and we can also perform certain assessments, where agreed between the Parties. You need to let us know in advance if you need us to prepare reports or conduct assessments by a due date. We will provide you with an estimate of the time needed and the price for any assessments or reports. When you have accepted the estimate (whether in writing or verbally), we will start preparing your reports and/or assessments.

3. Bookings

3.1 Our website set out in more detail the Services we offer and the available Appointments. You may choose to book an Appointment online, or you may contact us via phone or email.

3.2 We offer Appointments at the locations set out on our website (**In-Person Appointments**) or online via telehealth (**Telehealth Appointments**).



3.3 All amounts are stated in Australian dollars and when applicable, GST payable will be clearly shown on our invoices. You agree to pay us an amount equivalent to the GST imposed on these charges. "GST" has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

4. Price and Payments

4.1 In consideration for us providing the Services, you agree to pay all amounts due under these Terms in accordance with this clause 6

4.2 All amounts are stated in Australian dollars and when applicable, GST payable will be clearly shown on our invoices. You agree to pay us an amount equivalent to the GST imposed on these charges. "GST" has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Payment Terms:

4.3 Unless otherwise agreed between the Parties in writing:

- (a) for In-Person Appointments, you must pay us the Price on the day of the Appointment, by bank transfer or by any other payment method agreed between the Parties; and
- (b) for Telehealth Appointments, you must pay us the Price 2 days before the Telehealth Appointment, by bank transfer or by any other payment method agreed between the Parties.

4.4 If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorise our nominated third-party payment processor to debit your bank account, and you confirm that you are either the holder or an authorised signatory of that bank account.

Rebates:

- (a) To be eligible for Medicare rebates on eligible Services, a valid referral from your doctor is required, and you must discuss this with your referring doctor first. While we will assist you to complete the steps necessary for claiming a rebate, we hold no responsibility for your eligibility (or lack thereof) for any claim for a Medicare rebate, or where you provide us with incorrect Medicare details. We will process the Medicare claim on the day of the Appointment, and the rebate will be deposited to the bank account you have nominated with Medicare.
- (b) If you hold a private health insurance policy, you may be eligible for rebates on eligible Services. You must provide us with your private health member number prior to making payment of the Price at your Appointment.

4.6 Changes to the Price: We reserve the right to change our pricing at any time. We will provide notice to you of the updated Price prior to your next Appointment. Where you do not agree to our revised Price, you may cancel your Appointment with no penalty.

5. Your Obligations

5.1 You agree to:

- (a) comply with these Terms, all applicable Laws, and our reasonable requests;
- (b) provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Services;
- (c) attend Appointments at the agreed start time;
- (d) for Telehealth Appointments:
 - i. have your camera on during the entire Appointment;
 - ii. not record or transcribe the Appointment;
 - iii. ensure that you have a device with a speaker and microphone, a reliable internet connection, and a quiet, private space prior to the Appointment; and
- (e) not (or not attempt to) disclose, or provide access to, the Services to third parties without our prior written consent.

5.2 You agree to pay our additional costs reasonably incurred as a result of you failing to comply with this clause 5.

6. Cancellation & Rescheduling Policy

Cancellation or rescheduling by you

6.1 You may cancel or reschedule your Appointment by sms or emailing us. Your Appointment will not be cancelled or rescheduled until we provide confirmation of the cancellation or reschedule in writing.

6.2 You may only cancel or reschedule your Appointment at least 1 Business Days before the start time of your Appointment. Where you wish to reschedule within 1 Business Days of your Appointment start time, this will be considered a cancellation and the following clause 6.3 will apply.

6.3 Subject to your Consumer Law Rights, we generally do not provide a refund for the Price paid for any cancelled Appointment or no-shows. You acknowledge and agree that we do not provide a refund for the Price as this is a genuine pre-estimate of our loss, as we



reserve appoints for you and may specifically book spaces to hold your Appointment, and your cancellation may mean we cannot re-book another client for that timeslot.

6.4 Subject to your Consumer Law Rights, where you cancel an Appointment with less than 1 Business Days' notice prior to the Appointment, we will not provide you with, and you will not be entitled to, any refund of the Price paid for the Appointment. You acknowledge and agree that this fee is a genuine pre-estimate of our loss, as we reserve appoints for you and may specifically book spaces to hold your Appointment, and your cancellation may mean we cannot re-book another client for that timeslot.

6.5 Medicare rebates cannot be claimed on fees for non-attended or cancelled Appointments.

Cancellation or rescheduling by us

6.6 Due to unforeseen circumstances outside of our control (including illness), you acknowledge that we may need to reschedule Appointments. Where we need to reschedule an Appointment, we will notify you at our earliest convenience and we will reschedule to within a reasonable timeframe.

7. Telehealth Appointments

7.1 Where we agree to provide you with a Telehealth Appointment, you understand that we may contact you prior and after the session via text to acquire your information as required for the provision of the Services and to acquire to your feedback for the Services (respectively).

8. Emergencies

8.1 You agree that if you have a medical emergency when we are providing you with the Services, or if we have reasonable concerns regarding risk and safety, that we may call emergency services or your nominated emergency contact person.

9. Privacy

9.1 We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines, and to only use information provided by you as set out in our Privacy Policy (available on our website).

9.2 As required by law, if you are 18 years or over at the time we create or add to your health record, we will keep your health records for a minimum of seven years since the last point of contact, unless legal or other organisational requirements specify otherwise. In the case of records collected while you are under 18 years old, we will retain the records at least until you attain the age of 25 years, unless legal or other organizational requirements specify otherwise.

10. Confidential Information

10.1 Subject to clause 10.2, each Party must (and must ensure that its Personnel do) keep confidential, and not use or permit any unauthorised use of, confidential information provided by the other Party.

10.2 Clause 10.1 does not apply where the disclosure is required by Law, there is a professional and/or ethical obligations to disclose the confidential information or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with these Terms and provided that the disclosing Party ensures the adviser complies with the terms of clause 10.1.

10.3 This clause 7 will survive the termination of these Terms.

11. Australian Consumer Law

11.1 Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the supply of the Services by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**). To the extent that you maintain Consumer Law Rights at Law, nothing in these Terms excludes those Consumer Law Rights.

11.2 Subject to your Consumer Law Rights, we provide all material, work and services (including the Services) to you without conditions or warranties of any kind, implied or otherwise, whether in statute, at Law or on any other basis, except where expressly set out in these Terms.

11.3 This clause 11 will survive the termination or expiry of these Terms.

12. Liability

12.1 Despite anything to the contrary but subject to your Consumer Law Rights, to the maximum extent permitted by Law:

(a) neither Party will be liable for Consequential Loss;

(b) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and

(c) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to the Price paid by you to us in respect of the supply of the relevant Services to which the Liability relates.

12.2 This clause 12 will survive the termination or expiry of these Terms.



13. Termination

- 13.1 Either Party may terminate these Terms at any time by giving 7 days' notice in writing to the other Party.
- 13.2 These Terms will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
- (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
 - (b) the Defaulting Party goes bankrupt, insolvent or is otherwise unable to pay its debts as they fall due.
- 13.3 Upon expiry or termination of these Terms:
- (a) we will immediately cease providing the Services;
 - (b) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under these Terms; and
 - (c) we may retain your documents and information (including copies) to the extent required by Law or pursuant to any information technology back-up procedure, provided that we handle your information in accordance with clause 10.
 - (d) Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.
- 13.4 This clause 13 will survive the termination or expiry of these Terms.

14. General

- 14.1 **Amendment:** Subject to clauses 2.4 and 4.6, these Terms may only be amended by written instrument executed by the Parties.
- 14.2 **Assignment:** Subject to clauses 14.3, a Party must not assign, novate or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 14.3 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
- 14.4 **Disputes:** A Party may not commence court proceedings relating to any dispute arising from, or in connection with, these Terms (**Dispute**) without first meeting a representative of the other Party within 10 Business Days of notifying that other Party of the Dispute. If the Parties cannot resolve the Dispute at that meeting, either Party may refer the Dispute to mediation administered by the Australian Disputes Centre.
- 14.5 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:
- (a) as soon as reasonably practical, notifies the other Party in writing details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
 - (b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

Where the Force Majeure Event prevents a Party from performing a material obligation under these Terms for a period in excess of 60 days, then the other Party may by notice terminate these Terms, which will be effective immediately, unless otherwise stated in the notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under these Terms.

- 14.6 **Governing Law:** These Terms are governed by the laws of Western Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Western Australia and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 14.7 **Relationship of Parties:** These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

15. Definitions

In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in the Terms, and:

ACL or Australian Consumer Law means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended, from time to time.

Appointment means an appointment or session when we provide our Services to you.

Business Day means a day on which banks are open for general banking business in Perth, Western Australia, excluding Saturdays, Sundays and public holidays.

Consequential Loss includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us the Price and any Expenses will not constitute "Consequential Loss".



Consumer Law Rights has the meaning given in clause 11.1.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Law means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Services.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

Payment Terms means the timing when payment of the Price by you is required, as set out in clause 4.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Price means the price for our Services, being \$260 per Appointment, as adjusted in accordance with these Terms or otherwise advised by us to you.

Services means the therapy, counselling, psychology, coaching and/or consulting services we provide to you.

Terms means these terms and conditions and any documents attached to, or referred to in, each of them.