



# Superyou Therapy – Terms and Conditions for Private Paying Clients

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## Schedule 1 – Terms and Conditions

### 1 Your Supports

- 1.1 We agree to provide You with Your Supports in accordance with these Terms and Conditions.
- 1.2 You can access more information about how Your Supports will be delivered and discuss any preferences or choices You have by contacting Us.

### 2 Continuity of Support

- 2.1 We will use Our best endeavours to ensure that You have access to timely and appropriate Supports without interruption as agreed under the Schedule of Supports.
- 2.2 Sometimes, We will not be able to provide Your Supports as set out in the Schedule of Supports:
- (a) if Your usual Personnel are not available, We will make sure that they are replaced by a suitably qualified and/or experienced person; and
  - (b) if alternative arrangements are required to deliver Your Supports, We will:
    - (i) explain these alternative arrangements to You and seek Your agreement to them; and
    - (ii) ensure that the alternative arrangements are appropriate to Your needs, preferences and goals.
- 2.3 So that We can manage Our Personnel for all of Our participants, You agree to:
- (a) inform Us if You cannot receive a Support at the time or date rostered under the Schedule of Supports; or

- (b) inform Us if Your needs change; and
- (c) work with alternate Personnel in the event Your regular Personnel are unavailable.

- 2.4 Where there is an emergency or a disaster which affects Our ability to provide Your Supports to You, arrangements for providing Your Supports will be put in place as set out in Our Crisis Emergency Management Plan and Your Emergency Action Plan or RediPlan.

### 3 Your Responsibilities

- 3.1 You agree to:
- (a) tell the staff supporting You about:
    - (i) Your medical history;
    - (ii) any treatment or medications You are receiving; and
    - (iii) any relevant changes.
  - (b) be courteous and respect the role of Our Personnel and volunteers and their right to a safe and pleasant work environment, this may include respecting that Personnel will need to take comfort breaks, and in some instances, meal breaks;
  - (c) not subject Our Personnel to any types of behaviours or conversations that could be interpreted as racist, abusive or threatening;
  - (d) allow Personnel appropriate time to understand the care You need, and respect that Personnel can only deliver the care and services outlined in Your care or service plan;



- (e) tell Personnel about any special needs You have including those of religious or cultural significance;
- (f) be courteous and respectful to other clients, considering both their needs and rights. This includes the rights to privacy and confidentiality;
- (g) respect the health needs of Your peers and Our Personnel and reconsider Your attendance at Our sessions or events if You are unwell;
- (h) tell Us if You have any concerns about Your Supports being provided, You can do this in a number of ways including:

- (i) providing feedback via Our website (<https://superyou.org.au/give-feedback>)
- (ii) directly to Our Personnel or
- (iii) directly to Your support coordinator,

please refer to Our Client Feedback and Complaint Management Policy for further information.

- (i) tell Us if You want to change a Support or cancel the delivery of a Support;
- (j) ensure that any of your valuable objects are properly stored and not left in a position where they might be accidentally damaged, We may refuse to compensate you for any damage to any items that are not properly stored by You.

## 4 Our Responsibilities

### 4.1 We agree to:

- (a) deliver Your Supports in a manner consistent with the Superyou Therapy Code of Conduct;

- (b) work with You to develop a plan for Your Supports which meets Your goals;
- (c) keep clear records on Your Supports and provide details of these Supports if requested by You;
- (d) consult with You on decisions about how Support is provided to You by Us;
- (e) provide You with information about Your Supports in a way that is understood by You; and
- (f) listen to Your feedback and resolve problems in a timely manner according to Our policies and procedures.

- 4.2 We will assign Personnel based on their competency required to deliver Your Supports and will make reasonable efforts to accommodate your preferences (if any) regarding Personnel. However, We will not discriminate in the engagement of employees or contractors based on their race, religion, marital status, sexual orientation, national origin, or disability.

## 5 Fees and Charges

### Pricing for Your Supports

- 5.1 The prices for Your Supports are set out in the Schedule of Fees.
- 5.2 The fees and charges for Your Supports are payable by You and cannot be claimed from the government (e.g. under NDIS or DSOA).

### You must pay Us

- 5.3 You must pay Us for the Supports We provide to You
- 5.4 You must also pay Us the following fees if they apply:



- (a) Costs of more than one therapist or support worker;
- (b) Short-Notice Cancellations;
- (c) Our travel costs in respect of delivery of a Support; and
- (d) Telehealth services,
- (e) as set out in the Schedule of Fees.

#### Short Notice Cancellation Policy (Private Paying Clients)

5.5 Where you provide us with a Short Notice Cancellation (as defined below) for private paying services, Superyou Therapy will be entitled to charge 100% of the agreed fee associated with the scheduled support on the following basis:

- (a) Should you not show up for a scheduled appointment within a reasonable time, or are not present at the agreed place and within a reasonable time of the scheduled appointment; or
- (b) Should you have given less than one (1) clear business days' notice to cancel or reschedule a scheduled appointment.

5.6 All applicable fees arising from a Short Notice Cancellation will be invoiced directly to the client. Invoices are processed as part of our weekly invoicing run and are typically issued in the week following the missed or cancelled appointment.

#### Overdue Accounts, Financial Hardship and Debt Recovery

5.7 We are committed to acting with integrity, honesty and transparency in all financial dealings and recognise that Clients may experience periods of financial difficulty.

5.8 Where payment for Supports becomes overdue, We will make

reasonable efforts to engage with the You to discuss the outstanding amount and, where appropriate, explore payment options or payment arrangements prior to taking enforcement action.

5.9 Where payment for Supports remains unpaid for more than 90 days from the due date, and reasonable attempts to resolve the matter have been unsuccessful, We may escalate the matter to a third-party debt collection agency or pursue legal recovery action. Any such action will be proportionate and consistent with legal obligations.

5.10 All reasonable costs associated with debt recovery, including but not limited to external collection agency fees and legal costs, may be on-charged to You, to the extent permitted by law.

5.11 We will ensure that any debt recovery action does not place You at risk of harm, exploitation or unfair treatment, and support options will be offered where genuine financial hardship is identified prior to enforcement action wherever practicable.

## 6 Payment

6.1 Payment for Supports will be made by You at the conclusion of each scheduled appointment. Invoices will be issued within 24 hours and can be used to claim against Medicare or Private Health.

## 7 Allied Health and Nursing Student Provided Services

7.1 We support universities and colleges by providing student placements for counselling, exercise physiology, dietetics, nursing, occupational therapy, physiotherapy, and speech pathology courses.



- 7.2 Depending on availability, We may offer You the option of receiving some allied health and nursing services from a student under the supervision of a registered health professional.
- 7.3 If You accept this option, we will charge them at the rate payable for a therapy assistant.
- 7.4 You are under no obligation to accept the Supports delivered by a student and have the right to withdraw at any time by advising Us by phone or in writing.

## **8 Work Health & Safety Assessment**

- 8.1 Before commencing Supports and at any time during the term of this Agreement, We may carry out a work, health and safety assessment at the location where the Supports are to be delivered to You to ensure a safe work environment for Our Personnel. You will provide access to Us on reasonable notice to enable us to carry out this assessment. A copy will be provided to You.
- 8.2 You must not be under the influence of alcohol or controlled substances during delivery of the Supports.
- 8.3 We reserve the right to end or refuse a session if We or Our Personnel reasonably believe that You or other people at the place where the Supports are to be delivered are under the influence of alcohol or drugs or that it is unsafe for Our Personnel to provide You with Supports.

## **9 Suspending or ending a Support**

- 9.1 You may cease receiving a Support or suspend a Support at any time and for any reason by giving Us 2 weeks written notice.

- 9.2 We can stop or pause a Support:
- (a) at any time, as long as we give you at least 2 weeks' written notice; or
  - (b) immediately if You fail to make timely payments; or
  - (c) immediately on written notice where We believe, acting reasonably, that there is a potential serious risk to You or others during Support delivery that We do not (acting reasonably) believe that We can resolve or mitigate within the Law.
- 9.3 The Support suspended under clauses 9.1 or 9.2 (Suspended Support) will from the end of the notice period, remain suspended, until You and We agree a date in writing for it to recommence (Suspension Period).

## **10 Ending Your Services**

- 10.1 You may end Your Services at any time, for any reason providing You give Us one month's written notice.
- 10.2 We may end Your Services at any time, for any reason by providing You with one months' written notice.
- 10.3 Notwithstanding any other provision in these Terms and Conditions, We may end Your Service immediately on written notice where:
- (a) You pass away;
  - (b) We cannot resource Your Supports (including because there is an emergency or disaster); or
  - (c) We believe, acting reasonably, that there is a potential serious risk to You, Our Personnel, or others during Support delivery that We do not (acting reasonably) believe that We can resolve or mitigate within the Law.



10.4 We will not end Your Services because You make a decision to use another service provider to acquire different supports.

## 11 Feedback and complaints

11.1 If You wish to give Us feedback or make a complaint, You can:

- (a) provide feedback via Our contact details below:
  - (i) Email:  
hello@superyou.org.au
  - (ii) Phone: (08) 6263 8623
  - (iii) Post: 53 Burswood Road,  
Burswood WA 6100
- (b) arrange a time to talk to Us and discuss the concerns You are raising as set out in Our Client Feedback and Complaint Management Policy.

## 12 GST

If GST is applicable to a Support, it will be included in the payments we charge You.

## 13 Notices

13.1 A notice, consent, information or request under this document is only valid if it is delivered or emailed.

13.2 It is taken to be received:

- (a) When delivered to the relevant address;
- (b) 3 Business Days after it is posted; or

- (c) when it enters the recipient's email system.

## 14 General

### Changing Terms and Conditions

14.1 This document, including the schedules, may be varied by Us and in accordance with the Minimum Notice Periods provided in Schedule 3. Upon any change to these Terms and Conditions, We will notify You by way of email or letter.

14.2 If You do not agree to the changes in the Terms and Conditions, You may choose to terminate Your Services by giving written notice to Us as soon as reasonable, but in any event no later than twenty (20) working days from the date the changes come into effect. In this event, You will not be charged any termination fees. However, any outstanding contractual obligations shall remain in force, including liability for all outstanding invoices and debts.

### Survival

14.3 Clauses 0, 5, 6, 11, 13, and 14 survive the termination of this document.

### Governing Law and jurisdiction

14.4 This document is governed by the Law of the State of Western Australia. The parties submit to the non-exclusive jurisdiction of its courts. The parties will not object to the exercise of jurisdiction by those courts on any basis



## Schedule 2 - Definitions and Interpretation

### 1 Definitions

1.1 In this document the following definitions apply:

Administrator means a person appointed as Administrator under section 64 of the Guardianship and Administration Act, being, at the date Your Services are entered into.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Client Feedback and Complaint Management Policy means the policy and process related to feedback and complaints included in the Handbook (as updated from time to time). You can request a copy of this document at any time;

Consumables means products or supplies that are designed to assist You in Your daily living activities (eg. continence aids, hearing aid batteries, wound care dressings, nutritional supplements, and other disposable or consumable products that are necessary for managing Your disability);

Crisis Emergency Management Plan means the policy related to the operation of Superyou Therapy in the event of an emergency, disaster, or other event impacting service delivery as outlined in the Handbook (as updated from time to time). You can request a copy of this document at any time;

Emergency Action Plan and RediPlan means a plan which considers (as the context requires and among other things):

- (a) preparing for, and responding to, an emergency or disaster;
- (b) making changes to participant supports;
- (c) adapting, and rapidly responding, to changes to participant supports and to other interruptions;
- (d) communicating changes to participant supports to Personnel

and to participants and their support networks;

End Date means a date by which You or Us advise that Your Supports will be ceasing;

Guardian means a person appointed as guardian under section 43 of the Guardianship and Administration Act being, at the date Your Supports are agreed upon.

Guardianship and Administration Act means the *Guardianship and Administration Act... 1990 (WA)*;

Handbook means the handbook of Superyou Therapy policies and other information provided to You (as updated or replaced from time to time);

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future and whether State, Federal, local or otherwise;

Superyou Therapy Code of Conduct means the code of conduct set out in the Handbook;

Personnel means all employees, agents and contractors of the relevant party;

Services means the Supports provided to you by Us;

Supports means assistance, care, Consumables and services provided by Us to You;

Telehealth means the delivery of Supports to You through technologies such as video conferencing, mobile phone applications, and other online platforms;

### 2 Interpretation

2.1 In these Terms and Conditions, unless the context otherwise requires:



- (a) clause and subclause headings are for reference purposes only;
- (b) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
- (c) references to the parties, background, parts, clauses, schedules and annexures are references to the parties, background, parts, clauses, schedules and annexures to these Terms and Conditions;
- (d) references to a party to these Terms and Conditions include that party's executors, administrators, substitutes, successors and permitted assigns;
- (e) a reference to any statute or to any statutory provision includes any amendment, re-enactment or consolidation of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it.



### Schedule 3 - Schedule of Fees

The prices for Your Supports are set out below:

Consult type	Total cost 'inclusive.of.session.time*preparation and... clinical.notes'	
	Occupational Therapy Speech Pathology	Physiotherapy
30 minute consult <i>** Please.note.this.consult.length.is.only... available.for.sessions.in.clinic.locations</i>	\$145.49	\$137.99
45 minute consult <i>** Please.note.this.consult.length.is.only... available.for.sessions.in.clinic.locations</i>	\$209.51	\$198.71
1 hour consult	\$290.99	\$275.99
1.5 hour consult	\$419.02	\$397.42

### Additional Billable Items

Additional billable items are charges for work that supports your therapy but may occur outside the main appointment time outlined above, or in addition to your booked consult. All additional charges are explained and discussed with you prior to charging.

Item	Cost
Additional consult time or non-face-to-face supports (e.g. reports)	\$193.99 per hour
Travel Time	\$97.00 per hour
Travel Kilometres	\$0.99 per kilometre travelled



## Schedule 4 – Minimum Notice Period for Changes

Type of Change	Minimum Notice Period
To comply with changes in policy, practices or associated legislation, regulations and rules	10 working days or shorter as required by law if the change is not adverse to the Client
Changes to pricing of existing services	20 working days or shorter if the change is not adverse to the Client
Introduction of any new charges	20 working days or shorter if the change is not adverse to the Client
Permanent changes to agreed services outlined in the Service Agreement due to a material change in Client circumstances	20 working days or shorter if the change is not adverse to the Client
Permanent changes to agreed services outlined in the Service Agreement as a result of such services no longer being offered by Superyou Therapy	40 working days or shorter if the change is not adverse to the Client
Changes of an administrative nature or which we make in order to fix an error, inconsistency or omission	20 working days or shorter as required by law if the change is not adverse to the Client
Any other change which we reasonably consider will not be adverse to you	No later than the date the change takes effect