



# Terms of Service

## 1. Acknowledgment and Acceptance of Terms of Service

By scheduling an appointment with Little Sparrows Therapy, you acknowledge that you have read and understood these terms of business and agree to be bound by them. These Terms of Service constitute a legally binding agreement between you and Little Sparrows Therapy. If you do not agree to these Terms of Service, you should not schedule an appointment with us.

## 2. Availability of Terms of Service

The latest version of the Terms of Service will be posted and available on our website. A current copy of these terms can also be provided to you upon request. Little Sparrows Therapy reserves the right to amend these Terms of Service at any time as required. It is the client's or their parent/legal guardian's responsibility to review and stay current with these Terms of Service as amended from time to time.

## 3. Variation of Terms

We retain the authority to revise or modify these Terms of Service periodically as deemed necessary. While we will make reasonable efforts to communicate any alterations, it is important to note that updates may occur without prior notification or obligation. Clients are encouraged to review these terms periodically to remain informed about the most current version.

## 4. Appointment Policy

All appointments are subject to availability, and we encourage clients to book appointments in advance to ensure the desired time and date is available. Clients can book appointments via phone, email, or in person. Little Sparrows Therapy takes no responsibility for the availability or lack thereof when a client fails to schedule appointments in advance.

## 5. Late Arrival Policy

Clients are encouraged to arrive promptly for their appointments to ensure that they receive their full therapy session. If a client arrives late for their appointment, the session will still end at the scheduled time, and the full fee for the session will still apply. Fees will not be pro-rated for appointments where a client has arrived late. In most cases, we will be unable to extend the length of scheduled appointments.

## 6. Cancellation Policy

We understand that emergencies and unforeseen circumstances can arise, and we appreciate clients letting us know as soon as possible if they need to cancel or reschedule their appointment. However, we require a minimum of 48 hours' notice for cancellations or rescheduling of appointments as per our Booking and Cancellation Policy. Failure to provide sufficient notice will incur the full fee of the scheduled session. Appointment cancellations can be made by phone or email.

If a client is unable to make 5 consecutive appointments either due to illness or other reasons (e.g. holidays), it will be understood that the appointment time may be forfeited. The client's name will then be entered on the waiting list.

## 7. Appointment Reminders and SMS Notifications

Little Sparrows Therapy may, at its discretion, provide appointment reminders and SMS notifications as a courtesy service to our clients. These reminders are intended to help you stay informed about your scheduled appointments. However, it is crucial to understand that tracking your appointments remains the sole responsibility of the client or their parent/legal guardian. While we strive to offer these reminders, we cannot guarantee their delivery, and clients should not rely solely on SMS reminders.

## **8. Responsibility for Appointment Management**

Clients are responsible for managing their appointments, including scheduling, rescheduling, and cancellations. We encourage clients to make use of appointment reminders and notifications as a helpful tool, but they should not be the sole method for managing appointments. Little Sparrows Therapy will not be held liable for any missed appointments, regardless of whether SMS reminders were received or not.

## **9. Notification Preferences**

Clients have the option to specify their notification preferences, including whether they wish to receive appointment reminders and SMS notifications. These preferences can be updated by contacting Little Sparrows Therapy directly. It is the client's responsibility to ensure that their notification preferences accurately reflect their preferences and needs.

## **10. Waitlist Policy**

We may have a waitlist for certain services due to high demand. Our waitlist is triage-based, and clients will be prioritised based on the severity of their needs and other relevant factors. If availability arises and an appointment is offered to you and you fail to reply or answer our call, we will proceed to the next client who is on the waitlist. Whilst we endeavour to make contact via all means, we are not able to keep slots open for long and we must move to the next client waiting in line. Your position will remain, and we will attempt to schedule you again when the next availability arises.

## **11. Removal from Our Waitlist**

Clients may request to be removed from our waitlist at any time via phone, email or in person.

In the instance that we are consistently unable to reach you, or we fail to receive a reply from you in a reasonable timeframe in relation to appointment availability or your place on our waitlist, you will be deemed to not require services from us anymore. In these instances, we reserve the right to remove you from our waitlist without further explanation or confirmation from or to you.

## **12. Payment Policy**

Payment is due at the time of service except for Agency Managed or Plan Managed NDIS participants. We accept payment via EFTPOS, Credit Card or online bank transfer. Clients are responsible for all fees and charges associated with their therapy sessions or professional consultations. If payment is not received, we reserve the right to cancel or suspend future appointments until payment is made.

We also reserve the right to charge late fees on any outstanding amounts that are not paid on time. In some instances, we may refer unpaid accounts to a debt collection agency where necessary, which will include any outstanding amounts, late fees in addition to legal fees on all due monies at the time of collection.

## **13. Insurance and Third-Party Payments**

Little Sparrows Therapy may accept insurance or third-party payments on behalf of clients, subject to prior approval and verification of the insurance coverage or payment terms. We may request a signed agreement between all parties involved in deferred payments prior to invoicing any third parties or insurers on your behalf.

## **14. NDIS Policy**

Clients receiving services under the National Disability Insurance Scheme (NDIS) are required to provide Little Sparrows Therapy with their up-to-date NDIS plan and payment details. It is the client's responsibility to inform us of any changes to their NDIS plan or payment details.

Clients are responsible for ensuring that your NDIS plan is up-to-date and that there is sufficient funding available to cover your treatment. If your NDIS funding has been exhausted or is insufficient to cover the full cost of your treatment, you will be required to pay any outstanding balance.

## **15. Schedule of Fees**

Our fees for our services are detailed in our comprehensive fee schedule. Our fees are also on

display in our clinic. A digital or printed copy can be provided to you at any time at your request. While we endeavour to make clients aware of any upcoming pricing changes, we reserve the right to amend and modify our schedule of fees and pricing at any time without prior notification or confirmation.

## **16. Group-Based Supports Pricing**

Little Sparrows Therapy's pricing structure for group therapy sessions strictly adheres to the guidelines outlined in the latest National Disability Insurance Scheme (NDIS) Pricing Arrangements and Price Limits for group-based supports. As per the current NDIS pricing arrangements, when a support item is delivered to a group of participants simultaneously, the price each participant is charged will be determined by dividing the relevant price limit for that support category by the total number of participants in the group.

It's important to note that our policies regarding appointment cancellations and non-attendance, which are detailed in our main Terms of Service, also apply to group therapy and other forms of group-based support. If a participant of a group-based support session fails to attend or doesn't cancel within the specified timeframe, they will be billed as if they attended the session. Conversely, if an appointment is cancelled in accordance with the established guidelines, the participant won't incur the associated service fee for that group appointment.

In cases where a group appointment is cancelled within the specified timeframe, the remaining attendees will be billed based on the NDIS pricing arrangements, where the service fee is divided by the total number of participants. Notably, in instances of smaller groups, participants might observe a slightly higher fee, as the service fee, divided by the number of attendees, accounts for a larger share of the therapist's time and service costs due to the lower participant ratio.

Please be aware that our group therapy pricing includes an allocated portion of Non-Face-to-Face time, which covers essential planning and setup

activities for the therapy group, ensuring a comprehensive therapeutic experience.

***For the purpose of clarity the calculation for group therapy is:***

*(Number of Group Attendees) /  
(Therapist Hourly Rate + Non-Face-to-Face Fee)*

## **17. Zero Tolerance for Abuse and Harassment**

Little Sparrows Therapy has a zero-tolerance policy towards abuse, violence, harassment, or discrimination towards our staff, clients, or visitors, whether verbal or physical. Any such behaviour will result in you being discharged from our service, and we reserve the right to take further legal action if necessary.

## **18. Video Recording**

From time to time, we may make video recordings of clients during therapy sessions to support assessments and help clients understand their behaviour. We will always request permission from clients before recording any videos. If we intend to make any images or videos of you or your child's therapy sessions for the purpose of advertising or marketing we will seek permission from you first. If you wish for us to not include you or your child's image in online marketing materials, please let our team know prior to any video or photography being taken. It is explicitly acknowledged that the inclusion of you or your child's image or likeness in marketing materials shall not result in any form of royalties, fees, or compensation. By willingly participating in any advertising or marketing materials, you hereby waive any claims for future remuneration, currently and in perpetuity.

In instances where parents or legal guardians express an interest in recording their child's therapy session, it is incumbent upon them to seek explicit approval from the assigned therapist. Moreover, the captured content must not, under any circumstances, be disseminated on social media platforms or other public domains without the express, written consent of Little Sparrows Therapy.

### **19. Referral and Consent Policy**

Clients may be referred to Little Sparrows Therapy by a healthcare provider, educational institution, or by the client themselves. We require written consent from the client or their legal guardian before commencing therapy services. If the client is referred by a healthcare provider or educational institution, we may request further information to ensure that the client receives the appropriate therapy services.

### **20. Therapy Goals and Treatment Plan**

At Little Sparrows Therapy, we work with our clients to establish therapy goals and develop a treatment plan that is tailored to their individual needs. The therapy goals and treatment plan will be reviewed regularly and adjusted as necessary to ensure that the client is making progress towards their goals.

### **21. Complaints and Feedback Policy**

We welcome feedback from our clients and are committed to resolving any complaints or issues that arise promptly and professionally. Clients can raise any complaints or concerns with their therapist or any of our team members. If a client wishes to give feedback about Little Sparrows Therapy, a staff member or therapist or if the client is not happy with the provision of support and wishes to make a complaint, the client or their representative can complete our feedback form available on our website.

Clients or their representatives can submit feedback in a variety of ways, these include:

- a) Completing our Online Feedback Form
- b) Talking to the therapist or another team member
- c) By Phoning our clinic
- d) Emailing our management team at [management@littlesparrows.com.au](mailto:management@littlesparrows.com.au)
- e) By snail mailing us a letter to Unit 1 / 192 Mulgrave Road, WESTCOURT QLD 4870

### **22. Termination of Services**

Clients have the right to terminate their therapy services at any time, and we respect their decision. Similarly, we may terminate therapy services if we believe that they are no longer appropriate or necessary, or if a client fails to comply with our Terms of Service. Additionally, as a private allied health service, Little Sparrows Therapy reserves the right to discontinue services to any client at our discretion and this decision may be made without the need for explanation or justification. We value the well-being of all our clients and strive to provide effective and supportive services, but we retain the authority to always determine the best course of action for our practice, our team and our clients.

### **23. Duplication of Services**

Clients must inform Little Sparrows Therapy at the time of appointment if they are receiving the same treatment or services from another organization. We will not provide services that are already being provided by another organization. If we determine that clients' needs can be adequately met by another organisation or service provider due to duplication of services, we may discharge them from our care. This decision will be made to ensure that we can provide services to clients who are waiting for services and who are not currently receiving similar or like-for-like services.

### **24. Multiple Appointments Policy**

In adherence to our commitment to ensuring equitable access to our services, Little Sparrows Therapy permits one scheduled therapy appointment per client, per discipline, each week. This stipulation excludes supplementary activities such as telephone consultations, report generation, or ancillary product and service provision.

For the purpose of clarity, it is allowable for a client to receive appointments for physiotherapy, speech therapy, and occupational therapy within the same week. However, scheduling a second appointment for any of these services within the same discipline would contravene our policy on *Multiple Appointments*.



Requests for additional appointments beyond the permitted scope shall be declined, as our primary endeavour is to extend our services to the maximum number of clients feasible. Our clinic remains steadfast in its dedication to assisting a broad clientele while ensuring that each individual benefits from the attention and support they require.

#### **25. Data Protection Policy**

At Little Sparrows Therapy, we take data protection and confidentiality very seriously. All personal information and therapy records will be kept securely and confidentially in accordance with relevant data protection legislation.

#### **26. Confidentiality and Privacy Policy**

At Little Sparrows Therapy, we take the confidentiality and privacy of our clients very seriously. All information disclosed during therapy sessions is kept strictly confidential and will not be shared with anyone without the client's explicit consent, except where required by law. We also recognize the importance of maintaining professional boundaries. Therefore, our therapists do not engage in online interactions, such as following, liking, or accepting friend requests from clients—past, present, or existing—on any social media platform. This ensures that your therapeutic journey remains confidential and separate from online spaces.

#### **27. Records and Reports Policy**

Little Sparrows Therapy keeps detailed records of all therapy sessions and assessments conducted. It is essential to acknowledge that these records are securely held and remain the exclusive property of Little Sparrows Therapy. Dispensation of clinical notes, including both their shorthand, clinical and terminological formats, is solely contingent upon the issuance of a court-mandated order or a duly executed subpoena.

Alternatively, we extend the option of providing a comprehensive written report upon the culmination of therapy or assessment. Such reports, which are suitable for client use, can be requested by the client

or their legal guardian at their discretion. However, it is important to note that the preparation of these reports necessitates a reasonable timeframe and is accompanied by an associated fee. For the current and applicable fee structure concerning reports, we direct clients to consult our current schedule of fees at the time of their request.

#### **28. Professional Standards and Code of Ethics**

Our therapists are required to adhere to professional standards and a code of ethics set out by their respective professional bodies. This ensures that our therapists maintain the highest level of professional conduct and ethical practice.

#### **29. Professional Conduct**

All Little Sparrows Therapy clinical staff members are highly qualified and committed to providing the best possible care to our clients. We adhere to the highest standards of professional conduct and ethics, and we regularly undergo professional development to stay up to date with the latest advances in our fields.

#### **30. Severance**

If any provision of these Terms of Service is found to be invalid or unenforceable, that provision will be deemed to be severed from the Terms of Service and will not affect the validity or enforceability of the remaining provisions.

#### **31. Governing Law and Jurisdiction**

These Terms of Service will be governed by and interpreted in accordance with the laws of the jurisdiction in which Little Sparrows Therapy operates. Any disputes arising from these Terms of Service will be subject to the exclusive jurisdiction of the courts in that jurisdiction.