

Terms of Trade & Conditions (Section C)

Agreement between You (Client) & Word By Mouth Pty Ltd

1. Payment in full is required on the day of appointment.
2. The person responsible for the account will accept full liability for all services including rejected funding, gaps, co-payments and rebates.
3. Clients who have three (3) outstanding invoices and /or have cancelled or missed three (3) out of six (6) appointments (regardless of reason including illness) may be placed back on Word By Mouth Pty Ltd's waitlist. You agree that provision of service is subject to Word By Mouth Pty Ltd's Cancellation and Waitlist policies.
4. An account keeping fee of \$25 per month will be imposed on overdue accounts greater than 30 days from the date of invoice.
5. Accounts referred to a Collection Agency or Solicitor will have all legal costs and commissions added to the amount due. Word By Mouth Pty Ltd reserves all rights to recover any debts from you.
6. Cancellations & Missed Appointments: twenty-four (24) hours' notice is required for all appointment cancellations. Where cancellation notification is received within (24) hours, 70% of the full appointment cost plus GST will be charged. For no notification of cancellation, full appointment costs plus GST will be charged. If you need to cancel a Monday appointment, please leave a message at the clinic on 9873 0102 by Sunday to ensure you do not incur the above-mentioned fee charges. Sometimes children wake up unwell on the day of the appointment; if you telephone Word By Mouth's office on 9873 0102 by 9am (strictly) on the day of appointment, the cancellation fee will not be charged.
7. The SMS service is a complimentary reminder service – appointment times are strictly your responsibility.
8. You understand that your speech pathologist is treating other clients in-person and you accept that there are risks of COVID-19 infection or any other infectious diseases associated with in-person service delivery and will not hold Word By Mouth Pty Ltd liable. Provision of service is subject to Word By Mouth's Infection Control Policy. You will notify Word By Mouth Pty Ltd immediately if your family's health situation is likely to impact on the delivery of speech pathology services.

9. Word By Mouth Pty Ltd reserves the right to reflect service provision fees based on complexity.

10. You understand that this Agreement includes your family's commitment to the roles and responsibilities as outlined in Section F (below).

11. Word By Mouth Pty Ltd has the right to change the terms and conditions of this Agreement, but the latest version will always appear on our website at www.wordbymouth.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 yourself and Word By Mouth Pty Ltd.

12. That Word By Mouth Pty Ltd and Accent Assist programs and their corresponding materials (ie manuals; digital productions etc) remain the intellectual property of Word By Mouth Pty Ltd. Under no circumstances can these materials be reproduced or copied without the prior written consent from Word By Mouth Pty Ltd. Heavy penalties apply to breach of copyright.

13. For NDIS clients: All NDIS participants must be aware of the Goods and Services Tax (GST): For the purposes of GST legislation, the Parties confirm that: a supply of supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the Participant's NDIS plan currently in affect under section 37 of the NDIS Act; the Participant's NDIS plan is expected to remain in effect during the period the supports are provided; and the [Participant / Participant's representative] will immediately notify the Provider if the Participant's NDIS plan is replaced by a new plan or the Participant stops being a participant in the NDIS.

I have read and understand the Terms of Trade of Word By Mouth Pty Ltd and agree to be bound by these terms and conditions.