

# **PROGRESSIVE PLAY®**

## **INDIVIDUAL & GROUP SERVICES**

### **CANCELLATION / NON-ATTENDANCE POLICY**

*Version: October 2026*

#### **1. About this Policy**

Progressive Play® is a registered business name operated by Janelle Ford, ABN 64 862 566 558. Progressive Play® is a registered Australian trademark owned by Janelle Ford (Australian Trademark No. 2422858).

This Policy applies to cancellation, non-attendance, rescheduling, withdrawal and related administration for individual and group services supplied by Progressive Play®. It applies to privately funded and NDIS-funded participants unless a provision expressly states otherwise.

This Policy does not govern online course enrolments, training extensions or training refunds, which are addressed in the Online Education & Training – Enrolment, Access, Extension & Refund Policy.

This Policy also applies to free programs, complimentary group sessions, community programs, workshops and other no-fee services offered by Progressive Play®, where attendance, cancellation or non-attendance arrangements are relevant.

#### **2. No Cancellation or Non-Attendance Fees for Individual Services**

Progressive Play® does not currently charge a cancellation fee or non-attendance/no-show fee for an individual appointment, whether the service is privately funded or NDIS-funded.

A participant will not be charged merely because they cancel an individual appointment at short notice or do not attend an individual appointment.

Although NDIS pricing and claiming rules may permit providers to claim certain short-notice cancellations where specified conditions are met, Progressive Play® currently chooses not to make those cancellation claims for individual services.

If Progressive Play® changes this practice in the future, any new cancellation-fee arrangement will operate prospectively, will be clearly communicated before it applies, and will comply with the applicable Service Agreement, NDIS rules and Australian law.

#### **3. Purpose**

Progressive Play® recognises that illness, family circumstances, disability-related needs and other events can affect attendance. At the same time, repeated cancellations and non-attendance can affect continuity of service, progress toward goals, practitioner scheduling and the ability to offer appointments to other people.

This Policy therefore focuses on communication, rescheduling where possible, service review and continuity rather than financial penalties for missed individual appointments.

## 4. How to Cancel or Reschedule

Participants, parents, carers or authorised representatives should notify Progressive Play® as soon as reasonably practicable if an appointment cannot be attended.

Cancellation or rescheduling requests may be sent to [info@progressiveplay.com.au](mailto:info@progressiveplay.com.au) or made using another contact method expressly provided for the relevant service.

Providing as much notice as possible assists Progressive Play® to manage practitioner time and offer appointments to other participants, but the absence of advance notice does not create an individual cancellation fee under the current policy.

## 5. Appointment Reminders

Progressive Play® may provide appointment reminders by email, SMS, telephone, booking system or another reasonable method. Reminders are a courtesy.

A participant remains responsible for keeping contact information current and for managing scheduled appointments, but failure to receive a reminder does not create a cancellation fee.

## 6. Rescheduling Individual Services

Where a participant cancels an individual appointment, Progressive Play® may offer another available appointment where rescheduling is appropriate.

Rescheduling is subject to practitioner availability, participant needs, service capacity and any applicable funding arrangements. Progressive Play® does not guarantee a replacement appointment within the same week or at the same day or time.

A cancelled appointment does not automatically extend a fixed program or guarantee an additional session beyond the period otherwise agreed.

## 7. Private Fee-Paying Participants

Private fee-paying participants are covered by this Policy.

Progressive Play® does not currently charge private fee-paying participants a cancellation or no-show fee for an individual appointment.

Where a private fee-paying participant has prepaid for an individual service that is not ultimately supplied, the treatment of that payment will depend on the circumstances, the applicable agreement and Australian Consumer Law. Progressive Play® will not retain a prepayment for a service it is legally required to refund.

## 8. NDIS-Funded Participants

NDIS-funded participants are also covered by this Policy.

Progressive Play® does not currently claim a short-notice cancellation or no-show amount from an NDIS participant's plan for an individual appointment.

The NDIS support catalogue and pricing schedule identify claim types and conditions that may apply to short-notice cancellations. Those rules establish when a provider may be able to claim; they do not require Progressive Play® to make every claim that may be available.

Where NDIS rules, legislation, pricing schedules or support catalogues change, Progressive Play® will endeavour to review its service arrangements and update relevant documents as soon as reasonably practicable.

## **9. Private-Pay and NDIS Arrangements Are Distinct**

Private fee-paying services are governed by the participant's contractual arrangements and Australian Consumer Law. NDIS-funded services are additionally subject to applicable NDIS claiming and funding rules.

The fact that the NDIS may permit a cancellation claim does not create a cancellation charge for a private fee-paying participant, and Progressive Play's® current decision not to claim NDIS cancellations does not alter other lawful NDIS service claims.

## **10. Home, School and Community Appointments**

The no-cancellation-fee approach also applies to individual appointments scheduled at a home, school or community location.

Where travel has already occurred before Progressive Play® receives notice that a participant is unavailable, any question of whether travel or another service component is separately claimable will be determined by the applicable Service Agreement, current NDIS or private-pay rules, what was actually supplied or incurred, and Australian law. Progressive Play® will not describe an amount as a cancellation fee where it is not one.

## **11. Participant Illness and Infection Control**

Participants should not attend an in-person service when acutely unwell or where attendance would create an unreasonable infection-control or safety risk.

Parents, carers and participants are encouraged to notify Progressive Play® as early as reasonably practicable. The participant will not be financially penalised with an individual cancellation fee merely because illness prevents attendance.

Where clinically appropriate and operationally feasible, an alternative appointment or delivery arrangement may be discussed.

## **12. Emergencies and Exceptional Circumstances**

Because Progressive Play® does not currently charge individual cancellation fees, a participant does not need to provide a medical certificate merely to avoid a cancellation charge.

Progressive Play® may still request information reasonably necessary for another legitimate purpose, such as determining whether a service can safely proceed, making an accommodation, responding to a safeguarding issue, meeting a funding requirement or administering another request.

Any health or sensitive information collected for such a purpose will be limited to what is reasonably necessary and handled under the Progressive Play® Privacy Policy.

## **13. Repeated Cancellations and Non-Attendance**

Repeated cancellation or non-attendance will not automatically result in financial penalties.

Where a pattern of cancellations or no-shows materially affects continuity of service, Progressive Play® may contact the participant, parent, carer or authorised representative to understand what is contributing to the attendance difficulties.

Possible responses may include changing appointment times, reviewing frequency, considering reminders or reasonable adjustments, discussing an alternative service format, pausing future bookings or reviewing whether the current service remains appropriate.

## **14. NDIS Duty of Care and Repeated Cancellations**

NDIS guidance recognises that providers should seek to understand why an unusual number of cancellations is occurring. Progressive Play® will take a participant-centred approach to repeated cancellations and consider disability-related barriers, communication needs, safety, wellbeing and continuity of supports.

Where ongoing bookings become unsuitable or unsustainable, Progressive Play® may review the service arrangement rather than using cancellation fees as a penalty.

Any decision to pause or end ongoing NDIS services will be made consistently with the Service Agreement, reasonable notice, participant safety, duty-of-care considerations and applicable NDIS requirements.

## **15. Late Arrival**

A participant who arrives late may receive a shortened session where extending the appointment would affect later appointments or service operations.

Where the practitioner remained available for the scheduled appointment, the ordinary agreed fee for the service actually supplied may still apply in accordance with the Service Agreement and funding rules. This is not a cancellation fee.

Progressive Play® will consider reasonable adjustments where lateness is related to disability or circumstances that can reasonably be accommodated.

## **16. Provider Cancellation – Individual Services**

If Progressive Play® cancels an individual appointment, the participant will not be charged for a service that was not supplied.

Progressive Play® will give as much notice as reasonably practicable and, where appropriate, offer another available appointment or reasonable alternative.

Where an individual service was prepaid and Progressive Play® cannot supply it, Progressive Play® will provide the remedy required by Australian Consumer Law and the applicable agreement.

## **17. Practitioner Illness or Unavailability**

A practitioner may occasionally be unable to provide a scheduled service because of illness, emergency or another legitimate reason.

Where an appropriately qualified and suitable substitute is available and substitution is appropriate, Progressive Play® may offer that option. Otherwise, the provider-cancellation provisions apply.

## **18. Free Programs and Complimentary Services**

Progressive Play® may offer free programs, complimentary group sessions, community programs, workshops or other services for which participants are not charged a participation fee.

No cancellation or non-attendance fee is charged for a free Progressive Play® program or complimentary service.

Places in free programs may be limited and demand may exceed the number of places available.

When a participant can no longer attend, Progressive Play® asks that at least 48 hours' notice be provided where reasonably possible so that the available place may be offered to another child, young person, family or participant who wishes to attend.

The 48-hour notice request is a Progressive Play® attendance expectation designed to support fair access and efficient use of limited places; it is not represented as a statutory cancellation-notice period.

Progressive Play® understands that illness, emergencies, disability-related circumstances and other unforeseen events may make 48 hours' notice impossible. A participant will not be financially penalised for being unable to provide 48 hours' notice.

Where a participant repeatedly reserves places in free programs and does not attend or provide notice, Progressive Play® may contact the participant, parent, carer or authorised representative to discuss attendance and whether future advance bookings remain appropriate.

Where demand exceeds available places, Progressive Play® may reasonably manage bookings, waiting lists and future places to support fair access for other participants.

Repeated non-attendance at free programs does not create a debt or cancellation fee. However, where there is an established pattern of reserving limited places and not attending, Progressive Play® may decide not to reserve further places in advance, provided the decision is reasonable, proportionate, non-discriminatory and consistent with applicable disability, child-safety and other legal obligations.

## **19. Group Programs – Different Financial Structure**

A prepaid group program is different from an individual appointment. A participant may purchase a reserved place across a structured multi-session program involving advance planning, staffing, resources, venue commitments and group composition.

Progressive Play® does not charge a separate no-show fee merely because a participant misses an individual session within a prepaid group program.

However, non-attendance at one or more group sessions does not automatically create a refund entitlement for part of the prepaid program.

## **20. Group Program Withdrawal Before Commencement**

Unless different program-specific terms were clearly disclosed before purchase, voluntary withdrawal from a prepaid group program at least 21 calendar days before commencement ordinarily receives an 80% refund of the program fee.

Voluntary withdrawal at least 14 calendar days but fewer than 21 calendar days before commencement ordinarily receives a 50% refund.

Voluntary withdrawal fewer than 14 calendar days before commencement ordinarily does not receive a contractual change-of-mind refund.

These are program-withdrawal and refund terms, not individual appointment cancellation fees. They are intended to reflect reserved capacity and program commitments and will not be relied upon where doing so would be unlawful or where a statutory remedy applies.

## **21. Group Program Withdrawal After Commencement**

Once a group program has commenced, missed sessions, voluntary withdrawal or non-attendance do not ordinarily create a contractual entitlement to a refund for unused sessions.

Where significant unforeseen circumstances prevent continued participation, Progressive Play® may consider a reasonable discretionary accommodation having regard to the circumstances, program structure, costs already incurred, ability to refill the place and applicable law.

Nothing in this section limits a consumer's statutory rights where the service itself fails to meet an applicable consumer guarantee.

## **22. Missed Group Sessions**

A participant who misses a group session is not charged an additional cancellation or no-show fee.

A missed group session ordinarily cannot be recreated as an individual make-up session because the group activity, peer interaction and program sequence may not be reproducible.

Where Progressive Play® can reasonably offer another suitable group session without adversely affecting participants or program delivery, it may do so, but there is no automatic entitlement to a make-up session.

## **23. Provider Cancellation – Group Programs**

If Progressive Play® cancels a group session or cannot deliver part of a prepaid group program, it will take reasonable steps to notify affected participants and provide an appropriate response.

Depending on the circumstances, this may include rescheduling, a replacement session, credit, partial refund or another reasonable remedy.

Progressive Play® will comply with remedies required by Australian Consumer Law.

## **24. Ending Ongoing Individual Services**

A participant may request to end ongoing individual services in accordance with their Service Agreement and applicable law.

Because Progressive Play® does not currently charge individual cancellation fees, ending future individual appointments does not itself create a cancellation fee. Any separate amount properly due for services already supplied remains payable.

Progressive Play® may end or pause future services for legitimate reasons including serious safety concerns, inability to provide an appropriate service, persistent non-payment for services already supplied, repeated material breaches or an unsustainable pattern of non-attendance, subject to reasonable notice, duty of care and applicable law.

## **25. Safety and Welfare Follow-Up After Non-Attendance**

Where an unexpected non-attendance is unusual or raises a reasonable concern about a participant's immediate safety or wellbeing, Progressive Play® may take proportionate steps to check welfare or contact an authorised person, emergency service or other appropriate body where permitted or required by law.

A missed appointment does not automatically justify disclosure of private information. Any safety-related use or disclosure will be limited to what is reasonably necessary and handled consistently with the Privacy Policy and applicable safeguarding obligations.

## **26. Children, Young People and Authorised Representatives**

Where a service is provided to a child or young person, cancellation and rescheduling communications may be made by a parent, carer, guardian or other authorised representative as appropriate.

Progressive Play® may take reasonable steps to confirm authority where necessary. The child's rights, safety, wellbeing, participation and privacy remain relevant to service decisions.

Further child-safety requirements are addressed in the Progressive Play® Child Safety & Wellbeing Policy.

## **27. Payments and Prepayments**

Amounts properly due for services already supplied remain payable even though Progressive Play® does not charge individual cancellation fees.

Where a participant has prepaid for future individual services and those services are cancelled or ended, Progressive Play® will deal with unused prepayments in accordance with the applicable agreement and Australian Consumer Law.

Group-program prepayments are subject to the separate group withdrawal provisions in this Policy.

## **28. Australian Consumer Law**

Where applicable, Progressive Play® services are subject to non-excludable consumer guarantees under Australian Consumer Law, including guarantees concerning due care and skill, fitness for an applicable disclosed purpose and supply within a reasonable time where no time is fixed.

Nothing in this Policy excludes, restricts or modifies a consumer guarantee, right or remedy that cannot lawfully be excluded.

## **29. Fair and Transparent Terms**

Progressive Play® intends its service terms to be transparent and balanced and will not rely on a standard-form contract term in a way that would be unlawful under Australian Consumer Law.

Only a court or tribunal with jurisdiction can finally determine whether a particular contract term is unfair or unenforceable.

### **30. Privacy and Records**

Progressive Play® may keep records of appointments, cancellations, no-shows, rescheduling communications, service reviews, payments, prepayments and relevant supporting information where reasonably necessary for service administration, funding, accounting, safety, safeguarding, dispute management or legal obligations.

Personal and sensitive information is handled in accordance with the Progressive Play® Privacy Policy.

### **31. Complaints and Review**

A participant who believes this Policy has been applied incorrectly may contact Progressive Play® and request a review.

Progressive Play® will consider the concern in good faith. This process does not limit any right to contact a regulator, tribunal or other body with jurisdiction, including the NDIS Quality and Safeguards Commission, NDIA, Queensland Office of Fair Trading or ACCC where relevant.

### **32. Changes to NDIS and External Rules**

NDIS legislation, pricing schedules, support catalogues, claiming guidance and other government requirements may change without prior notice to Progressive Play®.

Progressive Play® takes reasonable steps to monitor material changes and update its policies and Service Agreements as soon as reasonably practicable, but immediate or instantaneous updating cannot be guaranteed.

Current mandatory law and current applicable NDIS rules take precedence over outdated wording in a Progressive Play® document.

### **33. Future Change to Cancellation-Fee Practice**

Progressive Play's® current policy is not to charge individual cancellation or non-attendance fees.

If Progressive Play® decides in the future to introduce a cancellation fee or make NDIS short-notice cancellation claims, it will not retrospectively charge participants under this no-fee Policy.

Any new arrangement will be clearly communicated before it takes effect, incorporated into applicable booking or Service Agreement terms, and implemented consistently with Australian Consumer Law and current NDIS rules.

### **34. Governing Law**

This Policy is governed by the laws of Queensland, Australia, together with applicable Commonwealth laws. Nothing in this provision limits a jurisdiction or forum right that cannot lawfully be excluded.

### **35. Contact**

Cancellations, rescheduling requests, service enquiries and complaints may be directed to Progressive Play® at [info@progressiveplay.com.au](mailto:info@progressiveplay.com.au), through [www.progressiveplay.com.au](http://www.progressiveplay.com.au), or by post to PO Box 315, Bribie Island, Queensland 4507, Australia.

### **Approved**

4<sup>th</sup> October 2026.