

Terms of engagement

ASK Healthcare Pty Ltd ACN 667 379 768 ('ASK Healthcare') ('we', 'us', 'ours')

1. ASK Healthcare provides speech pathology and nursing services for adults and children ('Services').
2. This document sets out our terms of engagement ('Terms') for the provision of services by us.

Payment

3. Payment for our Services is due in full on the date of your scheduled appointment. For a full list of our services and fees, please contact us via email at anabel@askhealthcare.com.au or on 0447 691 690.
4. Our fees may change from time to time. Please contact us to confirm the cost of your appointment.
5. It is your responsibility to apply for any rebates or payments that are available to you through Medicare or your private health fund. ASK Healthcare will not process claims with third parties on your behalf.
6. If you are a recipient of home care services, it is your responsibility to liaise with your referring health care provider in relation to individualised budget and monthly statements. ASK Healthcare is not responsible for providing you with an individualised budget and monthly statements.
7. ASK Healthcare will issue an invoice to your referring health care provider for home care services provided as part of a home care agreement.
8. If you need to cancel or reschedule your appointment, our Cancellation Policy applies. For more information about our Cancellation Policy, please contact us via email at anabel@askhealthcare.com.au or on 0447 691 690.

Confidentiality

9. We will keep all information provided to us in the course of delivering the Services confidential, in accordance with our Privacy Policy. For more information about our Privacy Policy, please contact us via email at anabel@askhealthcare.com.au or on 0447 691 690.

Severance and termination

10. We may at our sole and absolute discretion refuse to provide services to you or suspend the services provided to you at any time and for any reason.
11. If any provision of these Terms is void, illegal or unenforceable, it may be severed without affecting the enforceability of the remaining Terms.

Governing law and jurisdiction

12. This agreement is governed by the laws of New South Wales, and the parties submit to the exclusive jurisdiction of the courts in that State.

Variation

13. You agree to be bound by the latest version of the Terms. We may vary, amend or add to these Terms at any time without notice to you.

General

14. These Terms constitute the entire agreement between you and us and governs the provision of our Services to you and supersedes any prior version of these Terms between you and us.
15. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver or relinquishment to any extent of our right to assert or rely upon any such provision or right in that or any other instance, and the same shall be and remain in full force and effect.
16. You must not assign any of your obligations under the Terms without our prior written approval. We may assign our obligations under the Terms without prior notice to you.

Privacy Policy

1. Your privacy is important to us. For that reason, please read the Policy carefully and contact us should you have any questions. You can contact us via email at anabel@askhealthcare.com.au or on 0447 691 690.
2. We are committed to protecting the information about you that we collect, store and use when you provide it to us. We manage your information in accordance with the Australian Privacy Principles set out in the Privacy Act 1988 (Cth). This Privacy Policy describes how we manage any personal information we have collected about you from you.
3. By accepting our terms of engagement, you accept this Privacy Policy and consent to the collection, use and disclosure of your personal information in accordance with this Policy.

Collection and purpose

4. We may collect personal information that you voluntarily submit to us when you become a client or which is provided to us by third parties.
5. The personal information we collect may include:
 - a. Your name, contact details such as your telephone number, physical address and email address and date of birth; and
 - b. information gathered as part of the assessment, diagnosis and management of your healthcare concerns.
6. We collect, hold and use your personal information in order to document what occurs within appointments, and enables us to provide relevant and informed services and for our internal administrative requirements.

Disclosure of personal information

7. We will not disclose contact information about you publicly or to other third parties unless it is authorised or required by law (or when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served on us) or as otherwise outlined in this Policy.
8. From time to time, we will also disclose your personal information (on a confidential basis) to your referring General Practitioner or other healthcare service providers.
9. As part of professional development and improving quality of care, an ASK Healthcare team member may consult with an external supervisor about your presenting concerns. The ASK Healthcare team will maintain strict confidentiality of your identity during such discussions.
10. In the situation where you are receiving support from multiple professionals, it is usual practice to establish contact with your other healthcare service providers to ensure coordination and consistency of care and to provide the best quality service to you. For

example, we may communicate assessment and treatment plans and reports, make telephone calls, and make referrals to other agencies.

11. We may also provide your personal information to external service providers engaged by us (such as accountants, typists or administrative assistants). Your personal information will only be provided to external service providers where those third parties are subject to appropriate confidentiality obligations.

Credit card details

12. Any credit card details you provide to us are only stored for the purpose of processing payment and will be deleted once payment is processed and received.

Marketing material

13. We may use your personal information to provide you with material, promotions and communications from time to time about services and products available to you from us, or from other service providers in partnership with us, or to invite you to continue to use our services. This information will only come from us. We will not on-sell your personal information to other providers without your consent.

14. You may opt out of receiving promotional materials from us at any time by contacting us.

Protecting and maintaining personal information

15. We will take all reasonable steps to protect the information we hold about you from unauthorised access, use and disclosure, however we cannot guarantee that our systems and stored data will be completely free from third party interception or are free from corruption.

16. If you use our website to link to another site we encourage you to view their terms and conditions of use, privacy policies and security statements before disclosing any of your personal information on those sites.

Confidentiality for individuals under 18 years of age (Children)

17. When a client under 18 years of age is mature and competent to consent to treatment, then they will receive a duty of confidentiality. ASK Healthcare will provide general information to parents and guardians about the progress of their child in treatment. Release of information will only be permitted with the consent of the child, on the basis that the child is of sufficient maturity and understanding to make decisions in their own best interests.

Accessing personal information

18. It is your responsibility to advise us of any changes to your personal details to ensure we can keep our records accurate and up to date. If you believe that the personal information we hold about you is incorrect, you are entitled to request amendment of such information. You may also request that we delete the personal information that we hold about you.

19. If you request us not to use personal information in a particular manner or at all, we will adopt reasonable measures to observe your request but we may not be able to provide you

with some or all of the services you require, and, to the extent permitted by law, we may still use or disclose your information if you subsequently consent to the disclosure or we believe the use or disclosure is reasonably necessary to assist a law enforcement agency or as otherwise required or authorised by law. If you know the information we hold about you is not accurate or complete, please notify us.

Privacy concerns

20. If you have any concerns about how we handle your personal information or require further information, please contact us. Please also contact us if you no longer consent to receiving marketing material from us.
21. We may change this document from time to time to reflect changes to our information practices.
22. If we make any material changes we will notify you by email or by means of a prominent notice on our website prior to the change becoming effective.
23. Although we intend to observe this policy at all times, it is not legally binding on us in any way.
24. From time to time we may regard it as necessary or desirable to act outside the policy. We may do so, subject only to any statutory rights you have under the Privacy Act or other applicable legislation. We encourage you to regularly review this statement to inform yourself of any amendments.

Cancellation Policy

1. ASK Healthcare aims to accommodate the needs of our clients and is committed to providing the best possible service in a timely manner.
2. This policy complies with the regulations set out by the National Disability Insurance Agency (NDIA) in the National Disability Insurance Scheme (NDIS) Terms of Business for Registered Providers and the NDIS Pricing Arrangements. For more detailed information about the regulations, please visit www.ndis.gov.au.

Notice of cancellation

3. If you are unable to attend an appointment, ASK Healthcare requires 2 clear business days' notice. This is a reasonable notice requirement and is required as a courtesy to other clients who are waiting for appointments and require care. For cancellations with less than 2 clear business days' notice, you will be charged a 100% service fee (**cancellation fee**).
4. For clarity, the cancellation fee may be invoiced to:
 - a. you directly; or
 - b. your NDIS plan (where relevant); or
 - c. to the relevant funding body wherever possible.
5. If the NDIA or relevant funding body rejects payment of the cancellation fee for any reason, the invoice for the cancellation fee will be issued to you directly.
6. The cancellation fee will not be claimable through Medicare.
7. Our payment terms for cancellation fees are 48 hours from the time the invoice is issued.
8. ASK Healthcare may on occasion need to cancel or reschedule your appointment for circumstances outside of our control. If that occurs, you will not be charged a cancellation fee.

Late arrivals

9. If you arrive late for your appointment, we are unable to extend your appointment past the scheduled finish time. If you arrive 15 minutes or later after the scheduled start time for your appointment, you acknowledge and agree that the appointment is forfeited, and the cancellation fee will be incurred.
10. A cancellation fee will be incurred if you fail to attend your scheduled appointment without notice.

Questions

1. ASK Healthcare reserves the right to exercise its discretion in relation to this policy.

2. If you need to cancel or reschedule an appointment, or to discuss the circumstances surrounding a cancellation, please contact us via email at anabel@askhealthcare.com.au or on 0447 691 690.

Agreement

3. Please sign to acknowledge that you have read, understood and consented to this policy. By signing, you understand that you are holding an appointment and you may be charged a cancellation fee if an appointment is cancelled or missed without providing at least 2 clear business days' notice.

Client signature

Print name

Date