

# **Pink Peony Care Services & Pink Peony Care & Outings**

## **Terms and Conditions of Service**

Effective Date: March 2026

### **Introduction**

These Terms and Conditions apply to all services provided by Pink Peony Care Services and Pink Peony Care & Outings known as the 'provider'.

By requesting, booking, or receiving services, clients acknowledge that they have read, understood, and agreed to these Terms and Conditions.

### **1. Service Availability**

**There are no lock-in agreements or contractual obligations for either party.**

Services are provided on either a regular or casual basis and are not contractual.

Clients may request, modify, pause, or discontinue services at their discretion.

Pink Peony Care Services reserves the right to accept or decline booking requests.

Booking requests are confirmed once accepted by Pink Peony Care Services.

Unforeseen circumstances such as traffic, the needs of prior clients, weather conditions, or emergencies may occasionally cause delays. Reasonable efforts will be made to notify clients if delays occur.

### **2. Scope of Services**

Services are provided within the limits of the provider's qualifications, experience, and safety considerations. Services do not include medical, nursing, clinical care, cleaning, heavy lifting or specialised tasks, alternative providers may be suggested.

### **3. Minimum Visit Duration**

A clients request to complete a visit early, will incur the minimum visit charge.

### **4. Payment Terms**

Invoices are payable within 7 days of the invoice date. Unpaid accounts may result in services being placed on hold. Where accounts remain unpaid, reasonable steps taken to recover outstanding amounts.

### **5. Third-Party Managed Accounts**

Where funds are managed by a third party, pre-approval is required prior to service engagement. Clients remain responsible for payments where third party approval has not been obtained.

## **6. Scheduling and Cancellations**

Cancellations within 24 hours may incur a \$25 fee. Casual and one-off bookings may require a 25% deposit. Casual and one-off booking cancellations within 24 hours of client visit may incur up to 25% of the booking. Late Cancellations during travel, a portion of the visit may be charged. If a client is not at the agreed location, attempts will be made to contact them, however if the service cannot proceed, a portion of the visit may be charged.

## **7. Travel, Transport & Outings**

**Rates are inclusive of travel to & from the client visit, when taking place in the following suburbs:**

Toowoomba City, Centenary Heights, Darling Heights, Drayton, East Toowoomba, Glenvale, Harlaxton, Harristown, Kearney Spring, Middle Ridge, Mount Lofty, Newtown, North Toowoomba, Prince Henry Heights, Rangeville, South Toowoomba, West Toowoomba, Westbrook and Wilsonton. For suburbs not listed, please request a quote.

Travel during the client visit is charged 'per km' as per the 'Schedule of Rates'. Parking and tolls incurred during a visit will be invoiced to the client accordingly. Clients are solely responsible for the cost of their own meals and entertainment.

## **8. Client Health & Safety, Mobility and Personal Needs**

Clients are required to inform Pink Peony Care Services of health conditions, mobility limitations, allergies or personal needs that may impact safety during a client visits.

## **9. Incident, Injury or Medical Event**

The client accepts that participation in activities carries ordinary risks. Clients acknowledge services are non-clinical or medical; in the event of injury/ medical event, medical or emergency services may be contacted to attend to the client. Liability is limited to the extent permitted by law.

## **10. Vehicle Safety**

Clients are required to wear seatbelts during transit. Mobility aids are required to be suitable for safe transport. Wheelchairs, scooters and larger aids are subject to weight, size and manageability.

## **11. Shopping and Collection of Items**

Collection of shopping or parcels is subject to prior agreement. Items are required to be pre-paid and have third party collection approval. Collection is subject to item weight, size and manageability.

## **12. Respectful Behaviour**

Inappropriate or unsafe behaviour may result in the provider leaving or cancelling the remainder of the visit.

## **13. Duty of Care & Mandatory Reporting**

Confidentiality is maintained, except where disclosure is required by law to prevent harm, abuse, or neglect.

#### **14. Right to Refuse Unsafe Activities**

Activities posing risk to health, safety, or property may be declined in the interest of the client or the provider's wellbeing and safety.

#### **15. Provider Safety**

Clients must ensure a safe and accessible environment during the client visit. Services may be declined or modified where safety hazards are present.

#### **16. Independent Service Provider**

Services are professional and no employment, partnership, or agency relationship is created.

#### **17. Limitation of Liability**

The provider is not liable for indirect, incidental, or consequential loss. Participation in outings carries ordinary risks. Rights under Australian Consumer Law remain.

#### **18. Circumstances Outside Reasonable Control**

The provider is unable to be held responsible for delays, cancellations, or inability to provide services due to unforeseen events (weather, natural disasters, road closures, illness, vehicle breakdowns).

#### **19. Client Decision-Making & Independence**

Clients may choose activities within the scope of services and safety considerations. Clients acknowledge participation carries ordinary risks.

#### **20. Changes to Client Needs**

Services may be reviewed regularly to ensure that the provider is able to meet the client's needs.

#### **21. Changes to Terms and Conditions and Termination of Services**

Pink Peony Care Services reserves the right to update Terms and Conditions. The most current version applies to all services. Services may be discontinued at any time at the discretion of the client or provider.

#### **22. GPS Tracking**

'GPS tracking & safety devices may be worn by the provider during services to enhance personal and client safety.

#### **Acceptance of Terms**

By requesting or receiving services, clients acknowledge that they have read, understood, and agreed to these Terms and Conditions.

Clients may be asked to sign a Client Agreement page which forms part of these Terms and Conditions.