

‘Pink Peony Care Services’ and ‘Pink Peony Care & Outings’

Terms and Conditions of Service

Introduction

These Terms and Conditions apply to all services provided by Pink Peony Care Services, trading as Pink Peony Care & Outings.

At Pink Peony Care & Outings there are no lock-in contracts.

- ❖ This is a flexible service where you can schedule regular or casual visits to suit your needs and budget.
- ❖ By requesting, booking, or receiving services, clients acknowledge that they have read, understood, and agreed to these Terms and Conditions as outlined below.

1. Service Availability

Booking requests are confirmed once accepted by Pink Peony Care & Outings.

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 qualifications, experience, and safety considerations.

Services do not include medical, nursing, clinical care, cleaning, heavy lifting or specialised tasks.

3. Minimum Visit Duration & Extended Visits

Where a client requests that a visit conclude before the scheduled end time, the full scheduled visit charge will still apply.

Where a visit extends beyond the scheduled time, extra time is charged in 15-minute increments at the agreed hourly rate.

4. Payment Terms

Invoices are payable within 7 days of the invoice date. Unpaid accounts may result in services being placed on hold.

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. Rescheduling and Cancellations

Clients are welcome to reschedule their booking. I will make every reasonable effort to accommodate an alternative appointment time, subject to availability.

As allocated booking times are reserved exclusively for each client, this time is often difficult to reassign at short notice:

- cancellations made with **less than 48 hours'** notice will incur a cancellation fee equivalent to the first scheduled hour in full, plus 25% of each additional scheduled hour.
- Cancellation fees may be reduced or waived at my discretion in cases of genuine emergencies and/or exceptional circumstances.
- If a cancellation occurs after travel has commenced, the cancellation fee may be charged at the full amount of the scheduled visit rate.
- If a client is not present at the agreed location at the scheduled time, reasonable attempts will be made to contact them. If the service is unable to proceed, the cancellation fee may be charged at the full amount of the scheduled visit rate.
- One-off and casual bookings may require a deposit of up to 25% at the time of booking.

Examples of cancellation fees for cancellations made with less than 48 hours' notice:

Scheduled Visit	Cancellation Fee
1 hour	100% of the first scheduled hour
2 hours	100% of the first scheduled hour, plus 25% of the second scheduled hour
3 hours	100% of the first scheduled hour, plus 25% of the second and third scheduled hours

7. Travel, Transport & Outings

Prices include travel to and from scheduled visits. Travel undertaken during a client visit is charged per kilometre in accordance with the Schedule of Rates or as specified in the Client Service Agreement.

8. Client Health & Safety, Mobility and Personal Needs

To assist with client wellbeing and safety, clients are requested to advise me of any health conditions, mobility limitations, allergies, or personal needs that may affect their wellbeing or safety during visits.

Mobility aids are welcome and encouraged where they assist the client's safety, comfort and independence.

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 an injury or medical event, medical or emergency services may be contacted to attend to the client.

The client has the right to decline transport by ambulance. Liability is limited to the extent permitted by law.

10. Vehicle Safety

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

Where inappropriate, abusive, threatening, or unsafe behaviour occurs, I reserve the right to leave the premises or terminate 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.

15. Safety

Clients are responsible for providing a safe and reasonably accessible environment during the visit.

16. Independent Service Provider

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

17. Limitation of Liability

Pink Peony Care & Outings 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

Pink Peony Care & Outings will not be responsible for delays, cancellations, or interruptions to services caused by circumstances outside reasonable control, including severe weather, natural disasters, road closures, illness, or 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 the client's ongoing safety, quality of care and needs.

21. Changes to Terms and Conditions and Termination of Services

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

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.