

TERMS OF SERVICE

These Terms of Service ("Terms") govern the provision of all assistive technology services provided by AT Resolutions Pty Ltd ("we", "us", "our") to the customer ("you", "your"). By engaging our services, you agree to be bound by the following terms.

1. Agreement Formation

1.1 An agreement is formed when AT Resolutions accepts a service booking or commences the repair, inspection or maintenance of your assistive technology equipment.

1.2 The agreement includes:

- These Terms of Service
- Any applicable quotation or invoice
- Any written service scope agreed upon between the parties

2. Service Scope

2.1 AT Resolutions provides inspection, diagnostics, repairs, adjustments, part replacements, and preventative maintenance for assistive technology (AT) products, including:

- Mobility aids (manual/powerful wheelchairs, scooters, walkers)
- Transfer equipment (hoists, slings, transfer boards)
- Adjustable beds and lift chairs
- Environmental control devices
- Other AT equipment eligible under NDIS or aged care funding streams

2.2 We reserve the right to decline service if:

- Access is unsafe or unreasonable
- The device is beyond economic repair
- We are not suitably qualified or resourced to perform the requested work

3. Pricing and Payment

3.1 Pricing is based on:

- Hourly labour rates (minimum call-out charges may apply)
- Distance-based call-out fees
- Parts and consumables (quoted separately)

- Urgent or after-hours service surcharges (where applicable)

3.2 Payment is due within 14 calendar days of invoice issue unless prior arrangements have been made. We accept electronic payment only.

3.3 Failure to pay on time may result in:

- A 2% monthly interest on overdue balances
- Suspension of further services
- Recovery costs being added to the outstanding amount

4. Warranty

4.1 Services are covered under an **AT Resolutions workmanship warranty of 30 days** from the date of service completion.

4.2 Products and parts are covered by **manufacturer's warranties** where applicable. We will support you in lodging claims, but are not liable for warranty decisions made by the manufacturer.

4.3 This warranty does **not apply** where faults arise due to:

- Misuse, neglect or accidental damage
- Modifications not approved by the manufacturer
- Use outside of the product's intended design
- Normal wear and tear or consumable failure (e.g. tyres, batteries)

5. Quality of Service

5.1 We strive to deliver high-quality, respectful and timely services. All staff are trained to handle AT equipment with care and empathy, ensuring compliance with relevant safety standards and funding program rules (e.g. NDIS Practice Standards).

5.2 Customer feedback is welcomed and actively used to improve our services. Complaints will be acknowledged within 5 business days and resolved within 10 business days where possible.

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6. Service Location and Access

6.1 Services may be delivered:

- At the client's home
- In a care facility or clinic
- At our workshop

6.2 It is the customer's responsibility to ensure that:

- The equipment is accessible and safe to work on
- All necessary access is provided (e.g. power, user present or carer available)

7. Risk and Ownership

7.1 Risk for damage or loss of equipment passes to the customer once the service is complete and the equipment has been returned or left on-site with your consent.

7.2 Ownership of any supplied parts remains with AT Resolutions until full payment has been received.

8. Uncollected Goods

8.1 If a device is left at our premises and not collected within **30 days** of notification, we will issue a final notice. If not collected after this final notice, we may dispose of the item in accordance with relevant *uncollected goods legislation*.

9. Liability and Limitation

9.1 Our services come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to a remedy if our services or parts are defective.

9.2 To the extent permitted by law, our liability is limited to:

- Re-supplying the services; or
- Paying the cost of having the services re-supplied

10. Privacy

10.1 We collect your personal information for the purpose of delivering services. This includes name, contact details, funding arrangements, and service history.

10.2 We comply with the Privacy Act 1988 and our **Privacy Policy** outlines how your information is collected, stored, used, and disclosed.

11. Customer Care and Complaints

11.1 We encourage you to contact us with any concerns:

- **Phone:** 0435 261 745
- **Email:** admin@atresolutions.com.au

11.2 If you are unsatisfied with the resolution of your complaint, we will direct you to an appropriate external dispute resolution service (e.g. NDIS Commission or state consumer affairs body).

12. Governing Law

This agreement is governed by the laws of the **Australian Capital Territory (ACT)**. Any disputes arising under these terms will be handled within the jurisdiction of the ACT courts.

13. Cancellations and Rescheduling

13.1 Clients may cancel or reschedule a confirmed service booking by contacting AT Resolutions with **at least 24 hours' notice**.

13.2 Cancellations made **less than 24 hours before** the scheduled service time may incur a **late cancellation fee of \$90**, unless exceptional circumstances apply.

13.3 If a technician arrives at the scheduled location and is unable to carry out the service due to lack of access, equipment not being present, or the absence of an authorised person, a **call-out fee may still apply**.

13.4 AT Resolutions reserves the right to cancel or reschedule appointments due to staff illness, emergencies, or other unforeseen circumstances. In such cases, we will notify clients as early as possible and prioritise rescheduling at the next available time.