

# THE BACK UP

## Membership Terms & Conditions

This form outlines the terms and conditions of membership with Back up therapy, here forth referenced to as “The Back up”.

### 1. Membership & Payments

- Memberships are calendar month regardless of date purchased, and non-refundable once payment is processed.
- Members may elect their start date/Month of commencement to optimize value.
- Public holidays or shorter months will not result in an alteration to membership fees. No credits will be afforded.
- In the event the The Back up is unable to provide reasonable expectation of service due to staff shortage, forced closure or similar circumstances; members will be provided with credit in the proceeding month to services equivalent to those lost. Refunds are at the discretion of the Back up management.
- Members retain access to benefits until the end of their paid period regardless of date of notified cancellation.

### 2. Virtual Meeting Spots

- Virtual meeting spots are provided for collaboration, reporting, and intervention planning.
- Members must remain professional, respectful, and considerate of others.
- Breaches of conduct may result in removal at the discretion of The Back Up management. Refunds are discretionary.

### 3. Cyber Security & Confidentiality

- The Back Up endeavours to maintain secure platforms, but members are responsible for complying with their own workplace or professional cyber security and confidentiality obligations.

### 4. Professional Advice Disclaimer

- Any advice from The Back Up staff or other Members is general in nature. Members remain solely responsible for their clinical reasoning, practice, and client safety. If direct supervision or skill development is required Members need to engage in supervision via the back up or third party supervision agency.

### 5. Equipment Trials

- Trial kits are available for booking. The Back up seeks to maintain reasonable availability through stock to meet demand. There is no guarantee of availability for all dates. Adjustment to membership fees will not likely be afforded in the event of an unavailable trial kit.
- Trial equipment is provided to explore aids and support interventions.
- Members must check that kits are complete, safe, and fit for purpose before use.

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- Members are fully responsible for client safety during trials and any liability arising from use. Members are ultimately responsible for any loss, claim, injury, or damage arising from the use of the trial kit items.
- Lost equipment may incur a replacement fee (market value or adjusted based on age/nature of item as determined by The Back up management).
- Broken equipment may also incur costs, depending on investigation of cause. Cost will align with market value or adjusted based on age/nature of item as determined by The Back up management.
- Late returns may result in late fees at the discretion of management.

## 6. Training Sessions & CPD

- Training sessions provide certificates to support registration requirements.
- Rescheduling is permitted up to 48 hours before an event to same month CPPD or the next available CPD at preferred location.
- Cancellations within 48 hours are at management's discretion.
- All effort will be made to have CPD within similar regions however due to restraints and availability of adhoc hired meeting rooms this may vary from month to month. Back up therapy values the flexibility of attending different regions to provide Back Up. Purchase of a static singular venue would prevent this.

## 7. Media & Image Consent

- Please refer to the membership form for consent options.
- If consent is provided, images and recordings may be used for promotional, educational, and community purposes across The Back Up and associated brands.
- You can withdraw consent at any time with notification to the Back Up management. New media posts with your image will not be utilized; previously used images will be removed where feasible at the discretion of the Back Up management.

## 8. Indemnity

- Members agree to indemnify The Back Up against any claims, damages, or liabilities arising from their professional practice, equipment use, or third-party interactions.

## 9. Force Majeure

- The Back Up is not liable for failure to provide services due to circumstances beyond reasonable control, including but not limited to natural disasters, power outages, or platform downtime.

## 10. Privacy and Data Handling

- The Back Up collects only the personal information necessary for identification, communication, and service delivery (e.g., contact details, access needs, preferred pronouns).

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All data is stored securely on business-issued devices with password protection and two-factor authentication; cloud providers are reviewed for compliance with Australian Privacy Principles.

- Members can request access to, or correction of, their personal information at any time. Information is de-identified or destroyed when no longer required, or upon cancellation of membership, in line with privacy laws.
- Personal information will not be shared with third parties without consent, except where required by law. Direct marketing will only occur with your consent and always include an opt-out option.

## **10. Terms Updates**

- Terms and conditions may change monthly. Members will be informed prior to renewal of their membership.