

Braver Together Terms of Service

Welcome to Braver Together. Our Terms of Service set out your rights and responsibilities as the Client and/or parent in relation to information security, access, and confidentiality as well as obligations regarding fees, cancellations, and rebates. These Terms of Service may change and if that happens, a new copy will be provided

This policy and the associated practice statement relate to the following national standards:

National Disability Insurance Scheme (NDIS) Practice Standards and Quality Indicators. July 2020 v3	National Standards for Disability Services. December 2013 v1	National Quality Standard (Early Childhood). October 2018.
3.1. Access to supports: Each participant accesses the most appropriate supports that meet their needs, goals and preferences.	5.4. The service develops, applies and reviews policies and practices related to eligibility criteria, priority of access and waiting lists. 6.6. The service has systems to strengthen and maintain organisational capabilities to directly support the achievement of individual goals and outcomes.	1.1.1. Approved learning framework. Curriculum decision-making contributes to each child's learning and development outcomes in relation to their identity, connection with community, wellbeing, confidence as learners and effectiveness as communicators.

Scope

1. The scope of the Privacy and Information Policy applies to all workers, and clients.

Outcome

2. The outcome of abiding by the Terms of Service is that each client will continue to access supports that appropriately meet their needs, goals, and preferences in a manner that is safe, respectful, and timely.

Information Security

3. **While providing a supportive service, Braver Together collects personal information.**

- a. All notes taken during treatment and all communications relating to treatment become a part of Your clinical records. Clinical records are stored electronically in a patient file on a Client Management System, such as Xero, which You, or Your Authorised Representative, have consented to when becoming a client of this practice.
- b. You have a general right to access the patient records (subject to some exceptions which mainly relate to privacy, health, child consent or legal considerations) and a request must be made in writing.
- c. Braver Together are required to keep Client personal information for 7 years after You cease Your engagement with Braver Together, and up to age 25 years if You are a young person under the age of 18.
- d. Braver Together uses an online appointment booking system, such as SimplyBook.me, to ensure that you have the most flexibility when booking and organising your appointments.
 - i. Braver Together uses the online system to accept and manage bookings online.
 - ii. All Braver Together Clients who use the online system will need to follow the online system's requirements to facilitate the booking process.
 - iii. Your information in the online system is routinely removed after 3 months.

Information Access

4. **All personal information obtained during a provided service is secure and kept confidential.**

There are rare exceptions to this, when:

- a. Required or authorised by law or where there is a public duty to do so.
- b. There is reasonable belief that an individual is at risk of harm.
- c. Where otherwise permitted to disclose the information under the Privacy Act.
- d. Where You (or Your Authorised Representative) have given consent and approval to:



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- i. Amend, change, update Your personal information,
 - ii. Provide a written report to another professional or agency, e.g., to a lawyer;
 - iii. Discuss the material with another person, e.g., a parent, educator, Allied Health Professional,
 - iv. Claim rebates from funding bodies, doctors, and Allied Health Professionals, or
 - v. Include Your de-identified data into health research undertaken by Braver Together, either alone or in partnership with other Allied Health Professionals, or funding bodies.
- e. When required to provide summary reports to referring doctors, specialists and/or agencies regarding Your progress.

Appointments

5. Braver Together Appointments

- a. Confirming Appointments. It remains Your responsibility to be aware of the scheduled appointments.
- b. Time And Punctuality. A consultation or therapeutic session is booked in appointments of one or more hours in duration. If you:
 - i. Are late the consultation will usually still finish at the scheduled time.
 - ii. Do not arrive after 30 minutes, the appointment will be deemed to have been cancelled without notice and will trigger the Cancellation Clause.

Cancellations

6. The Braver Together Cancellation Policy

Braver Together seeks to ensure that their approach to managing cancellations is respectful. Braver Together's cancellation policy is based upon the NDIS cancellation policy, which can be found in the [Current NDIA Price Guide](#).

- a. Changes to, or removal of, the timeframe of the cancellation clause may happen due to:
 - i. Unavoidable and abrupt civic matters, e.g., COVID-19 Lockdowns or business restrictions
 - ii. Respectful consideration of matters that have been mutually agreed to between Me and You.
- b. Your availability. In signing this Service Agreement, you agree to:
 - i. Be at the agreed place of your appointment within a reasonable time. Or
 - ii. Provide notice of at least 24-hours (via email or phone) for an appointment cancellation.
 - iii. If you cancel an appointment with notice less than 24 hours prior to the Agreed Support/s, a cancellation fee may be charged
- c. My cancellation fee is:
 - i. 50% of the Invoice value of Agreed Support/s appointment up to a maximum of 1-hour where the scheduled Agreed Support/s is charged at an hourly rate, and
- d. My availability. Should I need to cancel our scheduled appointment, I agree to:
 - i. Provide You with notice of at least 24-hours, or as much notice as is reasonably possible
 - ii. I will ensure that You, or Your Authorised Person, is aware of the cancellation via their preferred and standby communication method.
 - iii. Where the unavailable appointment is not recurring, the appointment will be rescheduled to occur within a fortnight unless Your circumstances do not allow this to occur.
 - iv. In the case where I am absent for an extended period, I will offer to suspend or cancel any Service Agreement in accordance with the *Managing Service Agreements* clause (within Your Service Agreement).

Financial Responsibilities

7. Pricing

- a. Braver Together prices:
 - i. Prices are set and updated in accordance with the NDIS Pricing Arrangements as published on the NDIS website, <https://www.ndis.gov.au>
 - ii. The hourly fee is rounded down to the dollar.
- b. Changes to prices:



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- i. Braver Together reserves the right, at any time, to amend its prices
- ii. You will be notified of changes, inclusive of a rationale and a new Schedule of Services via Your preferred communication method.
- iii. After the notification, the new prices for services will be charged at the next invoice.

8. Invoicing

- a. Invoices will be issued directly to Your email at the conclusion of the Agreed Support/s.
- b. If You wish to dispute an Invoice for My Agreed Support/s,
 - i. You agree to raise Your concerns with Me, prior to Me providing any further Agreed Support/s to You.
 - ii. It is My right to resolve any concern or dispute before the risk of Me incurring a financial loss.
- c. Platform Invoicing
 - i. From time to time, as a Sole Trader, I may be registered with different organisations, such as Mable.com.au, who will collect payment for my services from You.
 - ii. My timesheets are lodged directly after the agreed service/s conclude
 - iii. You agree to log into your account to approve the timesheets within 24 hours of the service having been delivered.
 - iv. If you wish to dispute a timesheet for my Platform Approved Care Services.
 - 1) Do not reject the Timesheet, as that is not helpful to ensuring a mutual understanding of expectation between the Parties of this Service Agreement.
 - 2) You agree to raise your concerns with Mer, prior to Me providing any further Agreed Support/s to You
 - 3) I am keen to ensure that any misunderstanding is managed in a friendly and helpful manner.
 - 4) It is My right to resolve any concern or dispute before the risk of Me incurring a financial loss.

9. Payments

- a. The terms of payment are:
 - i. Braver Together prefers and encourages prompt payment at the time of you receiving your Invoice.
 - ii. 28 days from date of invoice.
 - iii. Overdue payments incur a penalty fee of 5% (an additional charge of 3 minutes per hour) of the total outstanding invoice total
 - iv. This charge is added to every subsequent invoice and is directed toward recovering debt management costs.
- b. The payment can be made by either PayID or Direct Deposit.
 - i. The PayID (email: accounts@bravertogether.com.au) and the Direct Deposit details (Account Name, BSB, and Account Number) will be clearly stated on the invoice
 - ii. Please note, that these details may change.
 - iii. You will state the Invoice Number in the Description Line of your payment transfer.
 - iv. It is Your responsibility to ensure that Your payment is made correctly. Failure to do this may incur a penalty fee of 5% being charged.
- c. Overdue payments that have incurred a penalty fee of 5% of the total outstanding invoice cost, will be added to subsequent invoices until the outstanding amount has been paid.
- d. Non-payment of debts is considered a serious breach of the Service Agreement and may result in an immediate termination of the Service Agreement (see the *Managing Service Agreements clause*, below).



10. Managing Debts

- a. At 21 days post invoice
 - i. An email notice to the Client / Authorised Representative will be sent, reminding that the 28-day term is close and that an Overdue Payment Penalty Fee of 5% (3 minutes per hour invoiced) will be added to the next invoice if not paid within the next seven (7) days.
- b. At 28 days post invoice
 - i. An email notice to the Client will be sent, reminding that the 28-day term Overdue Payment Penalty Fee of 5% will payable, via:
 - 1) being added to the next invoice.
 - 2) or, if platform-based, an additional 3 minutes per overdue hour will be added into the next timesheet to recover the penalty fee
 - ii. The Director (or Delegate) will review the matter by speaking with the Client / Authorised Representative to gain assurance of prompt payment and a date will be set for the payment to be made, inclusive of the 5% penalty fee.
 - iii. If the Director (or Delegate) is not successful in speaking with the Client / Authorised Representative to obtain assurance of prompt payment, they will email the Client / Authorised Representative informing that a service suspension warning notice may be issued if the payment is still outstanding after 42 days post invoice.
- c. At 42 days post invoice
 - i. If there is no acceptable reason for non-payment, the Director (or Delegate) may terminate the Agreed Support/s and inform the Client in writing that the Service Agreement has been terminated and that the Agreed Support/s will cease.
 - ii. For Braver Together Agree Support/s that have been terminated, the Director (or Delegate) will seek debt recovery through a debt collection agency without further notice.

Related Policy

11. Relevant Policies guide our mutual understandings

- a. [Privacy and Information](#)
- b. [Feedback and Complaints](#)

Contact

Questions about the Terms of Service should be directed to **Director (or Delegate)** on **connect@bravertogether.com.au** or **0408417800**.

Approvals

Date of approval: 1 July 2021

Date of review: 5 May 2022

Signature of Director: *Carolyn Harkness*

