



## OT Time Kids Therapy

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Occupational Therapist

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PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern OT Time Kids Therapy's relationship with you in relation to your use of this website.

By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, "OT Time", "we", "our" and "us" means OT Time Kids Therapy and "you" means you whether in your personal capacity or as an authorised representative on behalf of another person, business or entity.

### **YOUR ACCEPTANCE**

You accept these Terms (whether in your personal capacity or as an authorised representative on behalf of another person, business or entity) when you submit an executed Service Agreement by way of email to [deannawilliamson.ot@bigpond.com](mailto:deannawilliamson.ot@bigpond.com)

### **AMENDMENT OF TERMS**

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavor to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and's rights and obligations to each other.

### **EXPENSES**

A schedule of expenses will be provided to you at the time of your acceptance of the proposal/quote provided by OT Time in the document titled "Service Plan Summary".

Expenses are items that may be charged by OT Time to you for incidental expenses and include but are not limited to:

- (a) travel;
- (b) telephone; and
- (c) postage.

Travel expenses and travel time are calculated and chargeable at the rates as stated in the NDIS Pricing Arrangements and Price Limits and are subject to change to remain in line with the figures provided by the NDIS Pricing Arrangements and Price Limits.

Individual therapy is to be charged at the hourly rate of the practitioner providing the Services.

Online courses providing Services to clients will be charged out at the rates as advertised from time to time on our website or as agreed with the client on a case by case basis.

Where we purchase a product for you including but not limited to therapy products you will be charged for the price of the product plus an additional 15% of the product price plus postage and handling. We reserve the right to offer discounted and/or early bird prices and/or scholarships to clients at the sole discretion of us.

### **PROFESSIONAL FEES AND PAYMENT**

In consideration for the Services, you agree to pay us Professional Fees. Professional Fees will be calculated on the Services performed by OT Time for you and are based on the prevailing rates at the date when you submit the Agreement to us and does not include Expenses which you are liable to pay in addition to the Professional Fees. Professional Fees will apply but are not limited to the following circumstances from the commencement of the Service Agreement:

- (a) sessions performed by us for you;
- (b) remote support provided by us for you;

### **PAYMENT TERMS**

Any Tax Invoice rendered is payable strictly fourteen (14) days from the date printed on the Tax Invoice. Clients and participants are invoiced immediately following each Service provided including, but not limited to, therapy, preparation of reports or resources. Any Telephone Support Fees will be billed by us to you on the last day of every month. The amounts invoiced for therapy will be based on the National Disability Insurance Scheme (NDIS) pricing guide for all NDIS participants. Clients and participants who are not NDIS participants at the time of engagement will be required to engage in negotiations pursuant to the individual agreement. Private clients or Self-Managed NDIS participants are required to pay on day of provision of service.

### **WARRANTIES**

You warrant and covenant to us that:

- (a) if you are submitting a Service Agreement on behalf of another person, business or entity, you are authorised to do so;
- (b) OT Time is the exclusive provider of the Services for the term of the Service Agreement;
- (c) all details and information which you provide to us are true and correct; and
- (d) you will not interfere with or impede the provision of the Services by OT Time.

### **OBLIGATIONS**

In addition to your other obligations set out in the Agreement, you will:

- (a) nominate a primary contact to manage communication with us;
- (b) notify us immediately if there is any change to your primary contact or your contact details.

### **DEFAULT**

Should you fail to pay us the amounts as set out in a Tax Invoice within 14 days of the date of the Tax Invoice, OT Time, its agents or solicitors will have the right to do one or more of the following actions:

- (a) terminate or suspend the provision of Services without notice;

- (b) set-off monies due to you with monies you owe us in respect of all of your Debts;
- (c) commence legal action to recover amounts owed to OT Time including any additional collection costs;
- (d) hold any refunds due to you until your account with OT Time is paid in full within the trading terms; and

in addition you will be liable for all collection costs, legal fees and disbursements which we may incur arising from the default calculated on the indemnity basis.

### **TERMINATION**

Either party may terminate the Service Agreement subsequent to providing the other party written notice to rectify material breach of the Agreement, and there remains a failure of the other party to rectify the breach. Notice of termination by you must be in writing and delivered by you by mail or email to [deannawilliamson.ot@bigpond.com](mailto:deannawilliamson.ot@bigpond.com) with two (2) months' notice. Voicemail and verbal correspondence do not constitute acceptable termination notice. On termination, we are discharged from any further obligations under the Service Agreement. Upon termination of the Service Agreement:

- (a) you must comply with your payment obligations in relation to Tax Invoices issued before and after termination;
- (b) we will return all Confidential Information requested by you in writing, within 30 days of receipt of your request if your account with OT Time has been paid in full.

### **CONFIDENTIAL INFORMATION**

A party may only disclose Confidential Information:

- (a) if the information is in the public domain at the date of the Service Agreement or subsequently becomes in the public domain (other than as a result of a breach of a confidentiality obligation of a party under these Terms and Conditions or any other obligation of confidence);
- (b) if the information is required by law or a regulatory body; or
- (c) to any other person who must know for the purposes of the Service Agreement on the premise that the person keeps the information confidential.

### **CONFIDENTIALITY**

The parties must keep details of the Service Agreement confidential and may only disclose particulars of the Service Agreement to its advisers for the purpose of enforcing or exercising rights granted under the Service Agreement or to comply with any law or order of any competent court or tribunal or other authority.

### **PRIVACY**

Any personal information disclosed by you to OT Time is subject to and will be handled in accordance with the Privacy Act 1988 (Cth) ("Privacy Act") and the Australian Privacy Principles. When you collect personal information and sensitive information about other persons or entities and disclose this information to us, you agree that you have complied with the Privacy Act and the Australian Privacy Principles.

### **LIMITATION OF LIABILITY**

We shall not be bound by any other covenants, representations or warranties other than those specified in the Service Agreement. While OT Time does not purport to limit or otherwise affect the operation of State and Federal laws in Australia, you agree not to hold OT Time liable for any loss, damage or expense incurred (on either an express or an implied basis) from or by the acts or omissions of OT Time, its employees, agents or solicitors whilst OT Time acts in accordance with these Terms.

To the extent that certain laws cannot be excluded, restricted or modified, these Terms must be read subject to any such laws. If such laws apply, then to the extent that OT Time is entitled to do so, its liability shall be limited, at its discretion, to:

- (a) the supplying of the Services; or
- (b) the payment of the cost of having the Services supplied.

#### **INDEMNITY**

You will indemnify us and our employees against all losses, damages, expenses and costs (on a full indemnity basis) that we or our employees may sustain or incur as a result, whether directly or indirectly, of:

- (a) any breach by you of these Terms and Conditions;
- (b) any breach of the Service Agreement;
- (b) any misleading, false or insufficient details being supplied by you;
- (c) any negligence or willful misconduct by you; and
- (d) any third party claim, except third party claims arising out of or relating to our negligence, or our breach of these Terms and Conditions or the Service Agreement.

#### **INTELLECTUAL PROPERTY RIGHTS**

OT Time reserves all rights of ownership in the contents of the OT Time programs and all services featured on the OT Time website and is protected under Intellectual Property Laws. We own all right, title and interest in the OT Time website and its content, including all Intellectual Property Rights.

You agree that you will not use, reproduce, modify, distribute, publish, store, transmit, commercially exploit, modify or create any derivative works from any content on the OT Time website in whole or in part or permit or assist any other person to do so, save for as permitted by these Terms.

You must not:

- (a) modify or create derivative works based upon any part of the OT Time programs;
- (b) decompile, disassemble or reverse engineer any part of the OT Time programs;
- (c) defeat, disable or circumvent any protection or security mechanism related to the OT Time;
- (d) defame OT Time; or
- (e) export, download, alter, manipulate otherwise use the content of the OT Time programs or website in any manner save for as permitted by these Terms.

#### **WAIVER**

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

#### **SEVERABILITY**

Each of these Terms are severable from the others and severance of a term will not affect any other term.

#### **ENTIRE AGREEMENT**

The Service Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements, understandings or communications between the parties in connection with its subject matter.

#### **JURISDICTION AND LAW**

Unless otherwise agreed in writing by us, at our sole selection, the Courts of any State or Territory in Australia will have exclusive jurisdiction in relation to all matters whatsoever concerning these Terms. You irrevocably waive any objection to the venue selected by us in relation to any legal proceedings

concerning these Terms. The laws of the State or Territory chosen by us for any such legal proceedings, will govern these Terms.

#### **GUARANTEE AND INDEMNITY**

For all Private Clients or Self-Managed NDIS Participants at the time of receipt of the Service Agreement, we will request that a Guarantor sign a Guarantee and Indemnity before we perform any Services for you.

The Guarantor(s):

- (a) guarantees the punctual payment to us of all amounts which you owe now or may owe at any time in the future to us pursuant to the Service Agreement;
- (b) guarantees the punctual and correct compliance with all obligations (including payment obligations) which you owe now or may owe in the future to us pursuant to the Service Agreement;
- (c) indemnifies us against any loss that we may suffer if you do not meet any of your obligations pursuant to the Service Agreement.

This Guarantee and Indemnity creates a principal obligation from the Guarantor(s) to us and it is in addition to any security which we hold from you. This Guarantee and Indemnity may be enforced without us having to first take any steps against you or your security. This Guarantee and Indemnity is not affected and is still enforceable:

- (a) if any amount owing to us by you is not recoverable by us for any reason at all;
- (b) if we do not comply with any law or any agreement with you;
- (c) if we grant any time, release or other concession to you or the Guarantors;
- (d) in the event of death, incapacity, administration, bankruptcy or insolvency of you or of the Guarantor(s);
- (e) if a payment by you or by the Guarantor(s) to us is set aside in bankruptcy, liquidation or official management of you or of the Guarantor(s);
- (f) if the Guarantor(s) cease to be director of or be involved with you or your status or structure changes at all; and
- (g) if any other thing occurs which could otherwise limit the effect of this Guarantee and Indemnity.

This Guarantee and Indemnity is a continuing guarantee and indemnity and is not wholly or partially discharged until all arrangements between us and you are ended, all amounts owing to us by you are paid, and all of your obligations are complied with in full. The Guarantor(s) agree to waive all rights inconsistent with the terms of this Guarantee and Indemnity.

**For all Private Clients or Self-Managed NDIS Participants**

**GUARANTEE AND INDEMNITY**

Name of Customer: .....

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**I the undersigned have read and agree to the terms set out in the attached terms and conditions in respect to the Service Agreement entered into by the above-named customer and OT Time.**

**Details of Guarantor/s:**

**Guarantor 1**

Full Name: .....

Relationship to the Customer: .....

Address of permanent residence:  
.....  
.....  
.....

Contact Telephone Numbers: .....

Email Address: .....

Signature:..... Witness Signature:.....

Print Name: ..... Witness Name:.....

Date: ..... Date:.....

**Guarantor 2**

Full Name: .....

Relationship to the Customer: .....

Address of permanent residence:  
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Contact Telephone Numbers: .....

Email Address: .....

Signature:..... Witness Signature:.....

Print Name: ..... Witness Name:.....

Date: ..... Date:.....

## **Process from Engagement to Completion**

1.	Children are referred to OT Time by NDIS Representative or by self-referral or by teachers or other educational or health professionals.
2.	All NDIS funded clients are referred to as participants and are invoiced according to the NDIS price guide.
3.	Private clients or self-managed NDIS participants will be required to sign and return: <ul style="list-style-type: none"><li>a. A Release of Information;</li><li>b. A Guarantee and Indemnity in the form annexed to in these terms and conditions</li><li>c. A Service Agreement</li></ul>
4.	General Practitioners may also refer clients under the Medicare Chronic Disease Management plan
5.	Initial intake process commences, which includes providing basic identification information and contact details.
6.	Specific information is gathered regarding the client's medical and developmental history.
7.	Assessment process of clients is then conducted either in person or online to establish goals.
8.	An agreed number of sessions are then completed online or in person, the completion of which will result in goals to be scored to assess progress and a report outlining same will be completed.