

## BOOKING & CANCELLATION POLICY

### Bloom Speech Therapy

At Bloom Speech Therapy (KVK number 91113180) ("we", "our" or "us"), we:

- prepare for each of our client appointments properly; and
- limit the number of clients we see each day to ensure we are providing a quality service to each client.

If you book an appointment with us and do not attend – or if you contact us to cancel an appointment with less than 24 hours' notice – three things happen:

- We lose the time we have spent preparing for your appointment - time we could have spent helping another client or helping you in another way.
- We may not have enough time to reschedule another client for your appointment time, which reduces the total number of clients we can help that day. This is not fair for people on our waiting list.
- We lose income, which makes it more difficult for us to invest adequately in our clinicians and resources to provide you and other clients with a quality service.

Our services and supports are most effective when we trust and value each other's work. We know that unexpected things happen – e.g., cars break down, people get sick, important travel commitments crop up at short notice. But "no shows" and late cancellations (also known as "failures to attend" or "did not attend") - particularly if they happen more than once - can interfere with our trust in each other and, over time, can affect a client's overall quality of care. We take pride in our work and don't want this to happen.

### Agreement

As noted in our Service Agreement, booking a face-to-face or telehealth service, support, assessment, therapy session, intervention session, coaching, consultation, training, intensive, workshop, seminar or other appointment with us (collectively, an "**Appointment**") creates a legally binding contract - the "**Agreement**" - between you and us. The parties to this Agreement are:

- (1) the person who makes the booking, referred to in this Agreement as "**you**"; and
- (2) **us**.

By making the booking on behalf of yourself or another adult or a child under your care, you confirm that you are authorised to agree to these terms and conditions.

We provide our services and supports to you subject to this Agreement. As always with a binding contract, you should read through it carefully before making a booking for an Appointment. We may change the terms and conditions of this Agreement, but the latest version will always appear on our website at [www.bloomspeechtherapy.nl](http://www.bloomspeechtherapy.nl) and you can also ask your clinician for a copy at no cost. If you continue to use our services after changes have been made to this Agreement, you will be considered to have accepted the changes to the Agreement between us.

### Appointment bookings and invoicing

When you first book with us - through our website, by email, phone, social media, telehealth service, and/or face-to-face meeting - the booking won't be confirmed until we send you an Appointment confirmation email, even if you've transferred money to us. We reserve the right to refuse a booking for any lawful reason.

Usually, we will email you your initial Appointment confirmation (to the email address you provided us when you first contacted us) within 48 hours of booking. If you have not received your appointment confirmation within 48 hours of booking, please check your spam or junk email folder or filter and, if it's not there, please contact us. It is your responsibility to ensure that your email is set up to allow you to receive your email confirmation, and we cannot accept any liability for any consequences of you not doing so.

The fees and other charges for the initial Appointment and each subsequent Appointment for the calendar year is set out in our initial Appointment confirmation email and on our [website](#) and must be paid in full, and in the currency stated, by bank transfer (unless alternative payment method has been agreed upon) the date on the invoice. The invoice frequency and due date is dependent on the type of appointment unless otherwise specified:

- **Initial Contact/Assessments/Reports:** An invoice will be sent out **on the day of the appointment**. Please settle invoices in full by the date indicated on the invoice. Unless otherwise agreed, reports will not be sent and therapy will not commence until these invoices are settled.
- **Therapy/Other Indirect Work:** Invoices will be sent out on a **monthly** basis. Please settle invoices in full by the date indicated on the invoice.

**Parents are responsible for paying the therapist directly and where applicable, submit therapy invoices to insurance companies for reimbursement.** Please do not submit invoices to your medical insurance for payment. In the event of payment in arrears, the therapist will, at their discretion, terminate therapy until overdue fees have been paid. This may result in the forfeit of your child's regular therapy spot.

Any unpaid invoices after 3 months will be passed on to a debt collection agency and any additional fees charged in relation to the collection of the debt will be added to the debt.

## Therapy schedule

The therapy schedule generally consists of 1-2 30 or 45-minute sessions per week, though other arrangements are sometimes possible. Sessions are usually 1:1, but you may be offered group sessions if this suits your/your child's goals. Please note that should you/your child need therapy this will commence directly after assessment. You will be provided with an appointment email containing the time and date of therapy sessions.

In addition to face-to-face therapy time, we complete a variety of other indirect activities related to your child's care behind the scenes, such as:

- session planning, preparation and clean-up
- communication with other stakeholders such as teachers and health professionals
- goal reviews and outcome measurement
- scoring assessments
- writing session notes

**15 minutes of indirect work is included in the session fee each week** to allow the completion of the above indirect tasks. Any recommended indirect work that will take longer than this (e.g. reports, meetings with other health professionals) will be discussed with you. A list of our services and prices can be found [here](#).

## Cancellations, changes to bookings and failures to attend appointments

We understand illness and misadventures occur, however, consistent with common practice, **cancellation of both face-to-face and telehealth appointments needs to be received at a minimum, 24 hours prior to your Appointment.** You must notify us by email at [amyhanna.slp@gmail.com](mailto:amyhanna.slp@gmail.com), by telephone, WhatsApp message or short message service ("SMS") text if you cannot attend an appointment, and we must receive your email, telephone call or SMS text. Our current contact details are:

- Telephone, voicemail, text or WhatsApp: +31 687 671 191
- Email: amyhanna.slp@gmail.com

Please note that responsibility for cancellations is held by the bill-payer or legal guardian/s only. Cancellations by other parties, such as school teachers or babysitters, are not accepted.

If you need to modify your Appointment with less than 24 hours' notice, we are generally happy to offer an online Appointment, phone consultation or alternative billable services in that time slot. Examples of non-face-to-face billable services include:

- Long term goal revision
- Tailored resource development including social story, therapy aid, and communication book development
- Home practice resource and activity development

- Collaboration with other professionals and other services via telecommunications
- Collaboration with you regarding progress and goals via telecommunications

Rescheduling the Appointment to later in the same week may be possible but cannot be guaranteed. If the Appointment needs to be changed to telehealth with short notice, the therapist will require time to adapt to this and will commence the Appointment 5 minutes later than the booked time to allow for this modification.

### What happens if you fail to attend or cancel an Appointment without enough notice

(a) If you fail to attend, cancel or seek to reschedule an Appointment with less than 24 hours' notice and we are unable to find alternative billable work to complete:

- (i) you must pay us 100% of the Appointment fee; and
- (ii) if you have already paid us part or all of the fee, you will not receive a refund, for such Appointment, except, at our sole discretion, in exceptional circumstances.

(b) If you fail to attend two or more Appointments without providing notice, we reserve the right to discharge you and/or any person under your care from our service without notice.

If we need to cancel an Appointment for any reason, we may do so at any time before the Appointment is scheduled to begin. We do not expect this to happen except in exceptional circumstances, and we'll refund any fees you've paid us for the Appointment, or offer you a choice of alternative dates for the Appointment, but we won't be liable to compensate you for any other expenses you've incurred in connection with the Appointment. We will try to notify you of cancellations, but we can't guarantee this, especially when an Appointment is cancelled at short notice (e.g. if the clinician is ill).

Individual circumstances may be discussed with your clinician and the fee may be waived at their discretion.

### Illness

We, at Bloom Speech Therapy, take the wellbeing and safety of our staff and clients very seriously.

Your clinician will not provide face-to-face services if they:

- have a confirmed or suspected case of COVID-19
- have any symptoms of illness, such as a cough, sore throat, fever or vomiting
- have been in contact with a confirmed case of COVID-19 within the past 7 days

In return, we ask that clients inform their Speech Pathologist immediately if they:

- have a confirmed or suspected case of COVID-19

- have any cold or flu-like symptoms (fever, cough, sore throat, sneezing, runny nose etc.)
- have experienced vomiting, nausea or severe abdominal pain within the past 24 hours
- is experiencing any other symptoms suggestive of acute illness
- have been in contact with a confirmed COVID-19 case within the past 7 days

If unwell, the Appointment can be cancelled up to 24 hours in advance with no Appointment fee. However, we understand that you may not always be able to provide this amount of notice for illness. In these cases, one or more of the following options will be offered depending on the circumstances:

- (a) conversion of the face-to-face Appointment to a telehealth Appointment, provided the client is well enough to participate. If the unwell client is a child and their parent/caregiver is well, the option of a telehealth parent/caregiver discussion instead of the regular Appointment with the child will be offered if clinically recommended
- (b) conversion of the Appointment to alternative billable work (e.g. emailing/phoning a teacher/other health professional)
- (c) rescheduling the Appointment to later in the same week if possible. Please note that if the client is still unwell for the rescheduled appointment, options a) and/or b) will be offered and further reschedules are not possible

**If none of the above options are possible, the Appointment will be cancelled and 100% of the full session fee will be charged.**

Bloom Speech Therapy **reserves the right to cease an Appointment prematurely and charge 100% of the Appointment fee with no refunds under any circumstances:**

- if a client is displaying any symptoms of acute illness;
- if an accompanying parent/caregiver is unwell

and ask that the client attends their next appointment via telehealth, request that they opt for indirect services for their next appointment, or cancel their next appointment/s until the client does not display any symptoms of illness.

We regularly sanitise resources, toys and shared surfaces between clients to reduce the risk of any illness transmission.

### Attendance and expected conduct

Please ensure you arrive on time for each Appointment. If you are fewer than 15 minutes late, your clinician will see you until the scheduled therapy end time. If you are more than 15 minutes late, your clinician reserves the right to cancel the Appointment. You will remain liable for the Appointment fee and we will not issue any refund in this event.

Your clinician respects your time and endeavours to be on time to all Appointments. However, sometimes unavoidable factors such as traffic, road accidents, classroom changes or school events may cause the clinician to be late to start the Appointment. On these occasions, one or more of the following options will be offered depending on the circumstances:

- (a) extension of the Appointment on the day (e.g. if the Appointment starts 10 minutes later than planned, it will end 10 minutes later than planned)
- (b) extension of the following Appointment (e.g. if the Appointment starts 10 minutes later than planned, an extra 10 minutes will be added to the following session)
- (c) alternative billable work completed later in the week (e.g. if the Appointment starts 10 minutes later than planned, 10 minutes will be spent writing an email to another health professional)

If more than 15 minutes of the allotted Appointment time has elapsed and the Appointment cannot be moved to start later in the day, the clinician will discuss either rescheduling the Appointment or replacing the session with indirect work. If this is not possible, the Appointment will be cancelled and the session fee will not be charged.

We reserve the right to refuse admission to you and/or any person under your care or ask you and/or any person under your care to leave the Appointment if we think you and/or they are behaving in a disruptive way or in a way that is likely to cause damage, nuisance, offence or injury to any person. You will remain liable for the Appointment fee and we will not issue any refund in this event.

By entering into this Agreement, you agree to ensure that you and all people under your care attending an Appointment under a booking made by you comply with all health and safety and other rules and regulations applicable to our service. You also agree not to bring into our Appointments any illegal or hazardous items or to allow such items to be brought into our Appointments by a person under your care. You also agree to comply with any reasonable request by your therapist (for example, and without limitation, requests relating to infection control or the health and safety of our staff).

### Overall attendance

Because this practice holds a time for your Appointment, you are essentially promising to fulfill that slot. We take careful attendance. If you exceed a cancellation rate of 25 percent or higher you will receive a written notice that your slot is in jeopardy, especially if you do not attempt to schedule or attend make-up Appointments. This policy includes emergency, non-emergency and holiday cancellations.

### Termination and dismissal

The factors for dismissal/termination taken into account include:

1. Therapists shall evaluate the effectiveness of services rendered and of products dispensed and shall provide services or dispense products only when benefit can reasonably be expected.

2. Therapists shall not guarantee the results of any treatment or procedure, directly or by implication; however, they may make a reasonable statement of prognosis.

Further, Bloom Speech Therapy has the right to terminate services at any time. Termination and/or Dismissal may occur due to:

- i. the communication disorder has been remediated or compensatory strategies have been successfully established;
- ii. the individual or family chooses not to participate in treatment, relocates, or seeks another provider;
- iii. treatment no longer results in measurable benefits after multiple modifications have been attempted;
- iv. attendance has not been adequate to effectively remediate the communication disorder;
- v. multiple policies and/or procedures have been violated and terms of agreement between Bloom Speech Therapy and clients have not been successful;
- vi. non-compliance with treatment recommendations;
- vii. failure or refusal to pay for services.

You have the right to withdraw your child from assessment or therapy at any time, whilst also adhering to the Cancellation Policy. Please discuss this with the therapist and then **confirm in writing**.

It is strongly encouraged to speak with your therapist to express your concerns with treatment so that they may resolve any possible conflicts. Bloom Speech Therapy will honour requests to transition services and/or make referrals or recommendations for future clinicians.

### Limitations of liability

Nothing in this Agreement excludes or limits our liability where such limitation of liability is not permitted by applicable law. Subject to the first sentence of this paragraph, the following two paragraphs apply:

1. Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with this Agreement, shall be limited to the total amount received by us from you in connection with the Appointment or Appointments(s) giving rise to such liability.
2. You and/or any person under your care attend and participate in Appointments at your own risk. We accept no responsibility for any of the following:
  - (a) in respect of any person prevented from entering their Appointment, or asked to leave due to their conduct;
  - (b) costs or expenses whatsoever or howsoever arising out of or in connection with any Appointment;
  - (c) loss or damage to personal property;
  - (d) personal injury, except as set out above; and
  - (e) loss of data, profit, revenue, use, business, anticipated savings, goodwill, reputation or opportunity, financial or economic loss or any indirect or consequential loss or damage.

## General

**Privacy:** In processing your personal data, we comply with all applicable Privacy legislation. Please see our Privacy Policy for details.

**Intellectual Property:** All materials provided to you by us or by our clinicians or associates, and any intellectual property belonging to or associated with us and/or our services and supports, including any website, trade mark or trade name, logo, software, text and graphics, are the sole property of us and you agree that you will not infringe any such rights in any way. You can make a copy of materials provided for your own personal use, but no other use of them is authorised.

**Force Majeure:** We will not be liable for any breach of this Agreement which is a result of circumstances beyond our reasonable control, including but not limited to pandemic or infectious diseases, strike, lock-out, labour dispute, acts of God, acts of terrorism, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, insolvency or bankruptcy of either party or any third party, fire, flood, snow and storm, exceptional weather conditions, difficulty or increased cost in obtaining workers, goods or transport and other circumstances affecting the supply of goods or services.

**Rights of Third Parties:** A person who is not a party to this Agreement has no rights to rely upon or enforce any term of this Agreement.

**Assignment:** You may not transfer, assign or otherwise dispose of your interest in this Agreement without our prior written consent.

**Severability:** If any provision in this Agreement is deemed to be illegal, unenforceable or invalid for any reason, it shall be deemed to have been struck out and the remaining provisions shall survive and continue to be binding and enforceable.

**No waiver:** Any failure by us to enforce any provision of this Agreement at any time (including, without limitation, in respect of any Appointment fee) shall not be construed as a waiver of such provision and shall not affect our right to enforce such provision.

**Variation:** This Agreement may only be varied by express written agreement of the parties.

**Jurisdiction:** The construction, validity and performance of this Agreement shall be governed by the laws of The Netherlands and both parties agree to submit to the non-exclusive jurisdiction of the courts of The Netherlands.

**We reserve the right to update our policies at any time without notice. The latest versions of our policies can be found at [www.bloomspeechtherapy.nl/policies](http://www.bloomspeechtherapy.nl/policies).**

*Version dated 20 September 2023*