Birchmere.

CLIENT AGREEMENT

Client Service Agreement

Care at home, arranged through Birchmere

Birchmere Group Pty Ltd



Part A — Parties

Birchmere	Birchmere Group Pty Ltd, ABN 47 700 637 896 Level 8, 28 University Ave, Canberra ACT 2601 Phone 02 5115 1162 Email hello@birchmere.com.au
The client	Name: [ ] Address where care is given: [ ] Date of birth: [ ] Phone: [ ]
Who is signing	[ ] The client [ ] Someone else, for the client Name: [ ] Relationship to the client: [ ] Authority: [ ] the client has asked me and can confirm that [ ] enduring power of attorney [ ] guardianship or administration order [ ] other: [ ]
Who pays	Name: [ ] Email for invoices: [ ]

Part B — Terms

1. This agreement

1.1 Birchmere provides the support the client selects, at the times booked, at the address in Part A and in the community.

1.2 In this agreement:

"we" and "Birchmere" means the entity named in Part A;

"you" means the person who signs this agreement;

"the client" means the person receiving the care;

"carer" means the Birchmere employee who provides the care;

"visit" means one booked period of care; and

"the Portal" means the Birchmere client portal.

1.3 Birchmere is a private-pay provider. It receives no government funding and does not deliver Support at Home, Commonwealth Home Support Programme or NDIS services.

1.4 Carers are employees of Birchmere. Each holds a current national police certificate and has been reference-checked and identity-verified before commencing.

1.5 Birchmere holds public liability and professional indemnity insurance covering the services, and workers compensation cover for its carers. You are not required to hold insurance for a visit.

2. What our carers provide

2.1 Carers provide the support Birchmere has made available, as shown in the Portal, and only the support that the individual carer is trained, qualified and insured to provide.

2.2 We add services over time. When a service becomes available to the client it appears in the Portal, and this agreement covers it without needing to be signed again.

2.3 A carer will decline any request outside clause 2.1, and you must not require them to perform one. This protects the client as much as the carer — a task done by someone untrained for it is where people get hurt.

2.4 Two things are never provided unless we have told you in writing that they are available to the client, and then only by a person qualified to provide them:

(a) clinical or nursing care, including injections, wound care, and catheter or stoma management; and

(b) administering medication. A carer may always remind the client that medication is due.

2.5 Carers do not perform work at height, heavy cleaning, gardening or property maintenance.

2.6 Birchmere is not an emergency service. In an emergency, call 000.

2.7 If the client needs support Birchmere does not provide, tell us. We will assist you to find a suitable provider.

3. Bookings

3.1 Bookings may be made, changed or cancelled through the Portal or by telephone. A booking is made when Birchmere confirms it.

3.2 The price of a visit is displayed before the booking is confirmed, or advised and confirmed in writing where the booking is made by telephone.

3.3 The minimum visit is 2 hours.

3.4 A recurring booking continues until you cancel it.

3.5 Some services, and services in some locations, are offered only on a minimum term. Where a minimum term applies, the term and any charge for ending it early are displayed before the booking is confirmed and form part of that booking.

3.6 Apart from a minimum term agreed under clause 3.5, there is no minimum term and no fixed-term renewal.

4. Changing or cancelling a booking

4.1 You may change or cancel any booking. Where at least two business days' notice is given, no charge applies.

4.2 Where less than two business days' notice is given, or the client is not present at the address at the start of the visit, a cancellation charge of 60% of the price of the visit applies, capped at 4 hours.

4.3 No cancellation charge applies where the reason is the client's hospitalisation or illness, a death or serious illness in the family, an emergency, or any other circumstance Birchmere accepts as reasonable.

4.4 Care may be paused for any period at no charge, and resumed at no charge.

4.5 A pause does not shorten a minimum term agreed under clause 3.5. Where the pause is for a reason in clause 4.3, Birchmere will extend the minimum term by the length of the pause.

5. Carer availability, substitution and rescheduling

5.1 No particular carer is guaranteed for any visit. Where the client has nominated a preferred carer, Birchmere will allocate that carer where practicable.

5.2 Where an allocated carer becomes unavailable, Birchmere may substitute another carer of equivalent level, or propose a change to the start time of the visit of up to 30 minutes. Birchmere will notify you as soon as practicable.

5.3 You may decline a substitute carer or a proposed change of time. If you do, the visit is cancelled, no charge applies, and clause 4.2 does not apply.

5.4 A change of more than 30 minutes to the start time requires your agreement. If you do not agree, the visit is cancelled and no charge applies.

5.5 Where a carer arrives late, the visit will run for its full booked duration where practicable. Where it cannot, you are charged only for the time actually provided.

5.6 Where Birchmere cancels a visit and does not provide a reasonable alternative, no charge applies, and any amount already paid for that visit is refunded within 5 business days.

5.7 Where a nominated preferred carer becomes unavailable on an ongoing basis, Birchmere will contact you to agree a new arrangement.

5.8 You may request a different carer at any time, without giving a reason.

6. Prices

6.1 Prices are set for each visit and displayed in the Portal. They vary with the support selected, the day and time, the location, and carer availability. All prices include GST.

6.2 Once a booking is confirmed, the price of that visit is fixed.

6.3 Birchmere will not increase a price because the client is in urgent need of care.

6.4 For a recurring booking, Birchmere will give at least 30 days' written notice before the price changes. You may cancel the recurring booking or end this agreement before the change takes effect.

6.5 Travel by a carer to and from a visit is not charged to you.

6.6 Where a carer uses their vehicle to transport the client during a visit, the per-kilometre rate shown in the Portal applies to kilometres travelled with or for the client.

6.7 Purchases made for the client are reimbursed at cost against a receipt.

6.8 No joining, membership, administration, account or exit fee applies.

7. Payment

7.1 Payment for a visit is collected when the booking is requested. A booking is confirmed once payment is received.

7.2 For a recurring booking, payment is collected monthly in advance for the visits scheduled in that month.

7.3 You authorise Birchmere to debit the payment method recorded in your account for amounts payable under this agreement. You must keep those details current.

7.4 Birchmere will notify you at least 5 business days before each monthly debit, setting out the amount and the visits it covers.

7.5 You may withdraw the authority to debit at any time by notifying Birchmere. Visits that are not paid for are not confirmed.

7.6 Where a payment is declined or not received, the booking is not confirmed and no carer is allocated. Where a monthly payment for a recurring booking is not received by the date it falls due, Birchmere may cancel the remaining visits in that month, after first contacting you.

7.7 Payments are processed by Birchmere's payment provider. Birchmere does not retain complete card or bank account numbers.

7.8 A tax invoice is issued for each payment. At the end of every visit the carer records a summary — what was done, how the client seemed, and anything worth passing on. It appears in the Portal immediately, with the start and finish times, and is visible to you and to anyone you have given access.

7.9 You may query any visit record or charge at any time. A record is not treated as accepted by reason of time passing, and Birchmere will respond to a query within 5 business days.

7.10 Where a visit is not provided, the amount paid for it is refunded or credited to your account, as you choose, within 5 business days.

7.11 Where a cancellation charge applies under clause 4.2, it is deducted from the amount paid for that visit and the balance refunded or credited.

7.12 No interest or late fee applies.

8. Your responsibilities

8.1 Provide Birchmere with the information it needs to deliver the support safely, including the client's mobility, capabilities, relevant health information and allergies, and keep that information, the emergency contact and the client's general practitioner current in the Portal.

8.2 Ensure the carer can access the address, and that the premises are reasonably safe for a person working in them.

8.3 Do not require a carer to perform a task outside clause 2, or any task that is unsafe.

8.4 Carers must not be subjected to abuse, harassment or threatening behaviour.

8.5 Do not offer a carer money, gifts, loans or employment. Carers are not permitted to accept them.

9. Safety

9.1 A carer may end a visit and leave where they consider the client or themselves to be unsafe.

9.2 Where the carer leaves for a reason outside your control, no charge applies for the remainder of the visit and the amount paid for that part is refunded or credited.

9.3 Where the carer leaves because the premises were not reasonably safe contrary to clause 8.2, or because of conduct contrary to clause 8.3 or 8.4, the full price of the visit is payable.

9.4 Where a carer holds concerns for the client's health or safety, or cannot gain access and cannot make contact, Birchmere will contact you or the emergency contact and may request a welfare check.

9.5 Where Birchmere holds reasonable concerns that the client is being harmed, neglected or financially exploited, it may report those concerns to police or an advocacy service.

10. Privacy

10.1 Birchmere handles personal and health information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. Its privacy policy is published at birchmere.com.au.

10.2 Information is collected only as required to arrange and deliver the support, and is disclosed only to the carer providing it, Birchmere personnel, and any person you nominate, unless disclosure is required by law or is necessary to prevent a serious threat to life, health or safety.

10.3 Personal information is not sold or used for advertising.

10.4 You may request access to, or correction of, the information Birchmere holds.

10.5 Notify Birchmere before a visit if recording devices are in use at the address.

11. Complaints

11.1 A complaint may be made to your care coordinator, or by telephone or email, by you or by any person on your behalf.

11.2 Birchmere will acknowledge a complaint within 2 business days and provide an outcome within 20 business days, or explain any delay.

11.3 Making a complaint will not affect the care provided or the amount charged.

12. Consumer guarantees and liability

12.1 Birchmere's services come with guarantees that cannot be excluded under the Australian Consumer Law, including that they will be provided with due care and skill, be fit for any purpose made known to Birchmere, and be supplied within a reasonable time.

12.2 Nothing in this agreement excludes, restricts or modifies those guarantees, or any other right or remedy you have under the Australian Consumer Law.

12.3 To the extent permitted by law, and other than liability that cannot lawfully be limited — including liability for death or personal injury caused by Birchmere's negligence — Birchmere's liability for a claim is limited to resupplying the service or paying the cost of resupply.

12.4 Birchmere is not liable for the acts or omissions of persons it has not engaged.

13. Ending this agreement

13.1 You may end this agreement at any time by notifying Birchmere. No notice period and no exit fee applies. Bookings already made remain subject to clause 4, and any minimum term agreed under clause 3.5 continues to apply. This clause is subject to clause 16.1.

13.2 Birchmere may end this agreement by giving 14 days' written notice, and will continue to provide booked care during that period.

13.3 Either party may end this agreement immediately for a serious breach. For Birchmere, a serious breach includes conduct contrary to clause 8.4.

13.4 On request, Birchmere will provide the client's records to you or to an incoming provider.

14. Signing for the client

14.1 You may sign this agreement for the client where the client has asked you to do so and understands that request, or where you hold an enduring power of attorney, a guardianship or

administration order, or equivalent authority. Part A records the basis.

14.2 Birchmere may ask to sight the instrument relied on.

14.3 Signing for the client does not of itself make you liable for fees. The person recorded in Part A as who pays is liable, as is any person who requests and pays for a booking, for that booking.

14.4 The client's expressed wishes prevail. Where the client declines a service at the time it is to be provided, it will not be provided, and Birchmere will contact you.

14.5 Where Birchmere forms the view that the client does not consent to the care, or that arrangements are contrary to the client's interests, it may end this agreement under clause 13.

15. The Portal

15.1 You are responsible for the security of your account credentials and must notify Birchmere immediately of any unauthorised access.

15.2 You may grant and revoke access to your account, and may manage care for more than one client from it.

15.3 You must not attempt to access another person's information, extract data by automated means, or use the Portal to contact carers other than in relation to booked care.

15.4 Birchmere retains all rights in the Portal. You retain your own information and may request a copy of it, which Birchmere will provide within 30 days.

15.5 The Portal may be unavailable from time to time. Bookings and support are not conditional on its availability.

16. General

16.1 **Cooling off.** Within 10 business days of signing you may end this agreement by notifying Birchmere. Clause 4.2 and any minimum term agreed under clause 3.5 do not apply. You are liable only for care already provided, and any balance paid is refunded within 5 business days.

16.2 **Variation.** This agreement may be varied only in writing signed by both parties, other than a price change made under clause 6.4.

16.3 **Entire agreement.** This document is the entire agreement between the parties and does not limit any right under the Australian Consumer Law or other law.

16.4 **Severance.** If a provision is unenforceable it is severed and the remainder continues in effect.

16.5 **Governing law.** The law of the Australian Capital Territory and the Commonwealth of Australia.

16.6 **Notices.** By telephone, post, email or through the Portal, to the details you have provided.

16.7 **Survival.** Clauses 10, 12 and 16 survive the ending of this agreement.

Signing

If English is not your first language, Birchmere will arrange an interpreter at no cost before signing.

By signing, you confirm that you have read this agreement and that the information in Part A is correct.

Client, or person signing for the client	For Birchmere
Signature _____	Signature _____
Name _____	Name _____
Signing as [ ] the client [ ] for the client	Position _____
Date _____	Date _____

Birchmere.

Care that feels like family.

CALL 02 5115 1162

EMAIL hello@birchmere.com.au

ONLINE birchmere.com.au

Birchmere acknowledges the Traditional Custodians of the lands on which we live and work, and pays respect to Elders past and present.

Private-pay home care. We don't provide NDIS-funded supports.

Birchmere Group Pty Ltd · ABN 47 700 637 896