



## **Brain Train Terms & Conditions**

By completing the Intake Agreement Form during onboarding you agree, either as the Participant or on behalf of the Participant, to the information detailed in this document as well as the company's Privacy Policy.

### **Translation and Interpreting Support**

Brain Train is registered with Translating and Interpreting Service (TIS) National. NDIS participants and carers are not charged for language interpreting services. If you prefer a language other than English and you require language interpreting services to help you access your NDIS funded supports through Brain Train, please let our team know and we can organise support for you. This can help with any conversations or meetings that you have with us or allow us to clarify any of our documents or policies for you through the interpreter.

To be eligible for this service, a current NDIS plan is required, and we will need your NDIS number to be able to book the service on your behalf.

TIS National does not provide document translations. To enquire about translating NDIS Documents for the participant, please contact the NDIA on 1800 800 110.

### **Payment**

Participants who are self-managed through NDIS or using other funding will have their payment details stored and encrypted in our payment processing system "Stripe". Brain Train will not have access to your payment details. After each session, payment will be automatically deducted from your nominated card. Participants must seek reimbursement from their provider if they are receiving funding other than NDIS funding.

For NDIA Managed (Agency) or Plan Managed NDIS Participants, we will invoice the NDIA or your plan manager directly. If you purchase a 'therapy package', all therapy 'sessions' must be redeemed within 12 months.

Brain Train invoices for therapy services at hourly rates that are in accordance with NDIS Pricing Arrangements and Price Limits, which are updated regularly. The most up-to-date NDIS pricing limits can be found via this link:

<https://www.ndis.gov.au/providers/pricing-arrangements>

### **Cancellations & No-shows**

In alignment with NDIS guidelines, we require 48 hours notice to cancel or reschedule an appointment without charge. We will charge 90% of the full session fee for cancellations, "no shows" or rescheduling requests made less than 48 hours in advance.

**If there are regular or repeated no shows, cancellations and/or rescheduling of appointments with or without 48hrs notice, Brain Train reserves the right to place another Participant into that time slot to allow them access to our services.**

To ensure Participant's needs are met, we will attempt to explore different options with you if your previous time slot is no longer available, however, no guarantees can be made by Brain Train that another time suitable to you will be available, and this may mean ending the Participant's therapy sessions with us. We will make reasonable attempts to contact you before this happens, but if we are unable to reach you, we will inform you of the cancellation of future appointments via email.



If you wish to cancel a block of consecutive appointments, including pausing your therapy for a period of time, Brain Train cannot guarantee that we will be able to hold your future bookings when you intend to continue therapy. This will be discussed with you at the time of receiving the cancellation request.

### **Sickness**

As some of our participants are immunocompromised, if a participant arrives for their session showing any signs of sickness you will be asked to reschedule, and the 90% charge will apply. If the participant regularly displays signs of sickness due to other reasons, such as respiratory challenges, please let us know during onboarding and we will discuss options with you.

If you wish to cease or reschedule your services with Brain Train, please contact us via live chat on our [website](#).

### **Feedback & Complaints**

We welcome all types of feedback and encourage you to approach your local Client Support Team or Centre Manager as soon as possible, who will then endeavour to work through your feedback and/or complaint with you. If you would like to provide written feedback, a form is available at any time on our website or via this link: <https://www.thebraintrainco.com/feedback/>

If you remain unsatisfied with the outcome of your feedback, you have the right to utilise advocacy services in your local area including government-funded advocacy. If you still remain unsatisfied with the outcome of the complaint, you have the right to take your complaint to the NDIS Commission on 1800 035 544 or to any of the following contacts:

- Queensland: Office of Public Guardian [1300 653 187](tel:1300653187)
- New South Wales: NSW Ombudsman [1800 451 524](tel:1800451524)
- Victoria: Office of the Public Advocate [1300 309 337](tel:1300309337)
- Australian Information Commissioner (Oaic) [1300 363 992](tel:1300363992)

### **Incidents & Risk Mitigation**

Brain Train is committed to acknowledging, responding to, and learning from any incidents that may occur by utilising a comprehensive incident management and risk assessment system that complies with the NDIS Incident Management and Reportable Incidents Rules 2018.

A stringent risk assessment program is in place to mitigate the risk of injury, however the provision of therapy always poses some risk to Participants. If an incident occurs at Brain Train involving a Participant, they have the right to access information on how the incident is managed as well as to access an advocate to support the Participant throughout the process.

If an incident occurs while a Participant is completing an independent 'Home Program' provided to the Participant by the delegating therapist, please notify the therapist or Brain Train as soon as practicable. The delegating therapist will review the "Home Program" provided to the Participant and will make any appropriate amendments.

By submitting your intake agreement you recognise and acknowledge that the provision of therapy involves a risk of physical injury to the Participant and agree to accept the risk of any injuries, damage, or loss that the Participant may sustain during Brain Train services.

### **Participant Rights and Advocacy**



Brain Train complies with the NDIS Practice Standards and acknowledges each participant's individual rights. Our practice is strictly informed by all legislative frameworks as required by Australian law.

Each participant has the right to access an advocate (including an independent advocate) of their choosing to assist them in making informed choices, exercising control, and maximising their independence relating to the support provided. You can find advocacy services in your local area including government-funded advocacy using the Department of Social Services Disability Advocacy Finder: <https://askizy.org.au/disability-advocacy-finder>

### **Promotional Release**

Brain Train may take photographs, video footage or audio content of Participants for the purpose of training, improved service delivery and promotional purposes. No content will be published externally without your prior written consent. If consent is provided, Brain Train will only use content externally in the mode of the consent provided and may continue to do so unless otherwise revoked in writing by the Participant or nominated contacts.

### **Electronic Monitoring**

Brain Train uses an electronic monitoring system in its facilities for the purposes of improving security, staff training and incident management. The monitoring system is movement-based and recorded images are kept for a short period in a secure cloud-based platform that can only be accessed by Directors of the Company, IT staff, the General Manager and the Centre Managers.

### **Safety**

The following safety guidelines are in place for the safety of all participants of Brain Train. By submitting this form you agree to comply with the following guidelines:

- No one is allowed in therapy rooms without a staff member
- All participants and siblings must be attended by a parent or guardian while visiting the facility
- Siblings are not allowed in therapy rooms
- No food or drink is allowed in therapy rooms other than water, unless otherwise approved for therapy purposes.
- Parents/guardians must be present to collect the Participant before the end of their scheduled therapy.
- Parents/guardians must remain on the premises for the duration of the Participant's therapy session if the participant requires toileting assistance, has aggressive/resistive/violent behaviour, has complex behavioural issues, has a medical condition that may require treatment and/or at the direction of Brain Train's staff.
- Brain Train does not administer medication. If the Participant requires medication, or suffers from allergies that require medication to subside symptoms, Parents/guardians are required to remain on site.
- Brain Train does not engage in restrictive practices. If restrictive practice strategies are noted in the Participant's Behaviour Support Plan, these strategies will be discussed in detail during the onboarding process. If restrictive practice is required the Participant's caregiver will be required to remain onsite and will be called upon to action this.

To ensure the safety of all participants and staff and maintain best practice within our therapy supports, additional arrangements during therapy sessions may be required. This may include (but is not limited to) having a second person assist the primary therapist during sessions, the use of alternative therapy spaces or the use of protective clothing and/or equipment. We will not adapt any therapy arrangements outside of what has been previously agreed upon without first discussing available options with the Participant's nominated caregivers to ensure the Participant's needs are met and their choices are respected.

### **Visitors & Carers**



We require all visitors and carers to sign in to our centre using a QR code displayed in reception.

A “visitor” refers to a person attending our centre who has not been detailed in writing during a Participant’s onboarding process. These persons must complete the “visitors snapform” with each visit.

A “carer” refers to a person outside of the Participant’s family attending Brain Train with the primary purpose of providing care for the Participant. All carers must complete the “carers snapform” located in our reception area prior to entering the facility even if their details have been provided during the onboarding process.

### **Informed Consent**

Brain Train therapists will discuss your circumstances and therapy options to ensure the decisions are informed and collaborative. In some instances, therapists may ask personal questions relating to your circumstances. If you do not feel comfortable disclosing certain information, you can choose not to.

It may be necessary for the therapist to make physical contact with the Participant during a therapy session in order to provide therapy and/or to maintain the safety of the Participant. If physical contact is required to provide treatment, the therapist will always request consent prior to making physical contact. You may choose to change your consent or refuse any form of therapy for any reason, and may withdraw that consent at any time.

### **Presence of a Third Party**

At times Brain Train may require the presence of a third party in clinical areas. The presence of a third party may include, but is not limited to:

- Multi-disciplinary University students on practicum
- Work experience students
- External collaborative therapists
- Therapist candidates

A third party will not be directly involved in the therapy of a Participant without the prior consent of the Participant/Participant’s caregiver(s). Generally, consent will be sought upon the Participant’s arrival for their appointment, and approval documented in writing. Brain Train acknowledges the right of all Participants to refuse a third party’s involvement in the Participant’s therapy. All third parties are screened and approved by Brain Train in accordance with the NDIS Practice Standards.

### **NDIS Reports**

Brain Train is able to write an NDIS report for all therapies, which is billed in line with NDIS Pricing Arrangements and Price Limits. Due to staff availability we require you to provide us with at least 6 weeks notice to schedule and complete an NDIS report. If you notify us with less than 6 weeks notice we can not guarantee that your NDIS report will be completed before your review.

### **Transitioning Services**

We encourage families to disclose any information that may help the Participant’s transition to or from Brain Train by discussing the Participant’s needs with our Client Support Team during the onboarding process. If things arise during your time with us, please contact the Client Support Team using the email they provide to you during onboarding.

If you wish to stop using Brain Train’s services or your services have been terminated, we are happy to provide a free meeting with our Client Support Team via telehealth to discuss the best way to support the Participant through the transition.



### **Termination**

The safety of all participants and staff is a priority for Brain Train. Brain Train reserves the right to suspend or terminate therapies if the Participant displays behaviour that puts our staff or others at a high risk of harm including (but not limited to) violence, inappropriate touching or destruction to property.

Failure to immediately disclose information about the participant (including adverse behaviours or reactions) that may increase the risk of harm to Brain Train staff may also result in termination of services.

### **Disclaimer**

Brain Train does not diagnose, cure, or prevent any disability, disease, or condition.