

Background and Purpose

At The Gab Lab Speech Pathology, we are committed to providing high-quality care. We take the necessary time to prepare for all client assessments, thoughtfully plan each therapy session, and manage our daily caseload to ensure every client receives the attention they deserve.

Assessments Are Expensive to Plan and Difficult to Schedule

Before each assessment, we dedicate significant time to: (a) reviewing your intake materials, questionnaires, and any additional information you provide; (b) designing a tailored assessment battery that addresses your specific concerns; and (c) preparing the specialised—and costly—assessment forms required for the evaluation.

If you fail to attend a scheduled assessment or cancel with **less than 7 days' notice**, we incur significant losses in time, revenue, assessment materials, and the opportunity to offer the appointment to another client on our waitlist. To mitigate this risk, **a 50% deposit of the assessment fee** is required at the time of booking.

Therapy sessions

If you schedule a therapy appointment and either do not attend or cancel with **less than two working days' notice**, the following consequences will occur:

1. Time spent preparing for your session is lost, which could have been dedicated to another client.
2. We may be unable to fill your appointment slot on short notice, limiting the number of clients we can support that day.
3. We experience income losses, which can affect our ability to invest in staff, resources, and, in some cases, fair compensation for our team.

High-quality speech therapy relies on mutual trust and respect. While we understand that unexpected situations can arise, repeated late cancellations or missed appointments can strain this trust and may ultimately impact the quality of care we provide. We are committed to delivering excellent service and want to ensure that this standard is consistently maintained.

Agreement

When you book an assessment, therapy session, coaching session, consultation, training, intensive, workshop, seminar, group session, or any other appointment with The Gab Lab (collectively referred to as an "Appointment"), you are entering into a legally binding contract, known as the "Agreement," with The Gab Lab.

Under this Agreement:

- "You" refers to the person making the booking.
- The Gab Lab Speech Pathology, operating under its registered business entity and details, is referred to as "we," "our," and "us."

By making a booking for yourself or on behalf of a child in your care, you confirm that you are authorised to accept these terms and conditions.

We provide services to you in accordance with this agreement. As with any binding contract, please read it carefully before making a booking. We may update these terms from time to time, and the most current version will always be available on our website. Your continued use of our services after any updates will indicate your acceptance of the revised terms.

Bookings

To secure your assessment booking, a deposit is required. Please note that an assessment booking made through our website, by email, phone, or in person is not confirmed until the following conditions are met:

- (a) We send you an email confirming the assessment date and the total Assessment Fee; and
- (b) We receive a booking deposit equal to **50% of the Assessment Fee** (referred to as the "Assessment Deposit").

We reserve the right to decline bookings for any lawful reason.

Once we receive the assessment deposit, we will usually send a confirmation of your assessment appointment to the email address you provided when you first contacted us. If you do not receive this confirmation within 48 hours of making your payment, please check your spam or junk folder. If it is not there, contact us directly. It is your responsibility to ensure your email settings allow you to receive our correspondence, and we cannot accept liability for any consequences arising from your failure to do so.

The assessment fee, along with any subsequent appointment fees for that calendar year, will be detailed in your initial appointment confirmation email. All payments must be made in full in the specified currency by cash, debit card, credit card, or bank transfer on or before the date of your appointment.

Cancellations, changes to bookings, failures to attend Appointments and payment of invoices

Cancellation and Payment Policy

For assessment appointments, we accept cancellations up to 7 days before the scheduled time. To cancel, you must notify us via email or telephone, and we must receive your notification. **Our current contact details are admin@thegablab.com.au and 0493 631 428.**

For all other appointments, including therapy sessions, cancellations are accepted up to 2 working days before the appointment date and time. A working day for us is Monday to Tuesday (excluding public holidays). You must also notify us by email or telephone as previously stated.

Important Information

- (a) If you fail to attend, cancel, or request to reschedule an assessment appointment with less than seven days' notice:

- i. you will forfeit your assessment deposit.
- ii. you will be liable for the remaining fee for that appointment, except in exceptional circumstances beyond your control, at our sole discretion; and
- iii. The assessment appointment will not be rescheduled until we have received payment for the missed appointment due to your failure to attend, late cancellation, or rescheduling attempt.

(b) If you fail to attend, cancel, or request to reschedule any other appointment with less than two working days' notice:

- i. you will be liable for the full fee; and
- ii. If you have already paid part or all of the fee, you will not receive a refund for that appointment, except at our sole discretion and in exceptional circumstances.

(c) If you fail to attend:

- i. an assessment appointment; or
- ii. two or more appointments,

We reserve the right to discharge you and/or any person under your care from our services without prior notice.

Payment Terms

Payment for appointments is due on the day of the appointment. If you fail to pay any outstanding invoices, we reserve the right to discontinue services to you and/or any person under your care without prior notice and to recover the debt.

Cancellation by Us

If we need to cancel an appointment for any reason, we may do so at any time before the scheduled start time. While this is unlikely, it may occur in exceptional circumstances. In such cases, we will either refund any fees paid for that appointment or offer alternative appointment options. We are not responsible for reimbursing any additional costs you may incur in relation to the appointment. We will make every effort to notify you of cancellations, but this may not always be possible, especially for short-notice cancellations (e.g., due to staff illness).

Attendance and conduct

Please make sure to arrive on time for each appointment. To be fair to other clients, we will not allow entry to your appointment more than 15 minutes after the scheduled time. You will still be responsible for the appointment fee, and no refunds will be issued.

By entering into this agreement, you agree to adhere to all policies, rules, and requirements of both The Gab Lab and our Regus office space. We reserve the right to refuse entry or ask you and/or any child under your care to leave if any behaviour is disruptive, violates our lease or Regus policies, or poses a risk of causing damage, nuisance, offence, or injury. In such circumstances, you will still be liable for the full appointment fee, and no refund will be provided.

You also agree to ensure that you and any child under your care comply with all health, safety, and other regulations applicable to our premises, including our Vaccination Policy (which may be updated from time to time). You must not bring, or allow a child under your care to bring, any illegal or hazardous items onto the premises. Additionally, you agree to follow any reasonable instructions from our staff, particularly those regarding the safety and well-being of our team.

Therapy blocks, breaks and discharge

After completing an assessment or review, we may suggest a structured block of therapy that consists of a specific number of sessions over several weeks, referred to as a "Therapy Block." Typically, a scheduled break follows this block. Based on your or your child's ongoing needs, this may be followed by additional therapy sessions or discharge from our services. We will usually provide these recommendations to you in writing, either in an assessment report or via email.

We utilise Therapy Blocks because spreading out therapy sessions over several weeks often leads to more effective skill development than providing intensive therapy. For instance, a child may learn new speech sounds more successfully when sessions are spaced out rather than scheduled consecutively.

It is also common for progress in speech, language, and literacy to slow down or plateau. Taking a planned break can help prevent a situation where continued weekly sessions yield minimal benefits. Furthermore, applying skills learned in therapy, such as turn-taking and new vocabulary, in real-world situations—like conversations at home, school, or childcare—is essential for reinforcing them.

Additionally, due to the high demand for speech pathology services across Australia and the resulting waitlists, planned breaks help ensure fair access to appointments, allowing more families to receive timely support.

By agreeing to these terms, you acknowledge our Therapy Block approach and understand that continuing therapy after a block is not guaranteed. Access to further services depends on factors such as attendance during the block (including any missed or late-cancelled sessions), completion of recommended home practice, staff availability, current waitlist demands, and broader ethical, operational, and financial considerations.

If you wish to continue therapy after a block ends, we will discuss your request and may add you to our waitlist for a review and, if appropriate, another Therapy Block. Please note that we cannot guarantee availability for ongoing therapy beyond the initial block.

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:

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 giving rise to such liability.

You and/or any child 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 our premises 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 staff or associates, and any intellectual property belonging to or associated with our company and/or services, including any website, trade mark or trade name, logo, software, text and graphics are the sole property of us or our staff or associates and you agree that you will not infringe any such rights in any way. You can make a copy of the 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 strike, lock-out, labour dispute, acts of God, pandemic, 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 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 New South Wales, and both parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales in the event of dispute.

2. Privacy Policy

Please read our current Privacy Policy [here](#).

3. Our Approach to client care and feedback

If you have any questions, concerns, feedback, or complaints about our service, please do not hesitate to contact Mariaan Cloete (Owner) or Franco Venter (Office Manager).