

## **Cancellation policy**

Extracted from, and to be read in conjunction with Autism SA's Schedule 4 – Terms and conditions of trade.

## **Definitions**

"Appointment" means a delivery date for the Services, or series of delivery dates, that is requested by the Customer and agreed by the Organisation, or as otherwise nominated by the Organisation and agreed by the Customer

"Customer" means any individual or organisation that requests the supply of Goods or Service by the Organisation to either the requestor, or another party on whose behalf the requestor is acting.

"Event" means a training and development activity (e.g. seminar, conference, workshop), fundraising activity or other event organised by Autism SA in consideration of the payment of a Price.

"Goods" means any goods to be supplied by the Organisation to the Customer, as requested by the Customer and agreed by the Organisation, including via a Quotation issued by the Organisation that is accepted by the Customer.

"NDIS Service" means the provision of disability supports and services funded by the National Disability Insurance Scheme.

"Organisation" means Autism Association of South Australia (ABN 98 164 545 215) trading as Autism SA, its successors and assigns or any person acting on behalf of and with the authority of Autism Association of South Australia.

"Price" shall mean the price specified in a Quotation issued by the Organisation to the Customer, and if no Quotation is issued, shall mean the price specified for the relevant Goods and/or Services as specified on the Organisation's standard price list current as at the date of supply to the Customer

"Services" means any services to be supplied by the Organisation to the Customer, as requested by the Customer and agreed by the Organisation, including via a Quotation issued by the Organisation that is accepted by the Customer.

"Tailored Support Package" means a series of Appointments for Autism SA to deliver to either a Customer, or a third party at the request of a Customer.

"Tailored Training Package" means training for Autism SA to deliver to either a Customer, or a third party at the request of a Customer

## **Cancellation policy**

- 1. The Organisation may cancel any contract to which these terms and conditions apply or cancel delivery of Goods and/or Services at any time before the Goods and/or Services are delivered in its discretion, by giving notice to the Customer in writing. On giving such notice the Organisation shall repay to the Customer any sums paid in respect of the Price or offer a substitution. The Organisation shall not be liable for any loss or damage whatever arising from such cancellation.
- 2. In the event that the Customer cancels an Appointment with less than twenty-four (24) hours' notice prior to an Appointment, or fails to attend an Appointment and provides no cancellation notification, the Customer will incur and be liable to pay to the Organisation a cancellation fee of \$100 or the full Price of the Service if less than \$100. Not applicable for NDIS Services. The amounts listed in clause 6 apply to cancellation of Appointments that are Events, Tailored Support Packages or Tailored Training Packages.
- 3. In the event that the Customer fails to attend three consecutive Appointments, the Organisation may reallocate any future Appointments to another customer.



- 4. There may be exceptional circumstances where cancellation fees may be waived. The decision as to whether or not a fee will be waived rests solely with Organisation management and will be communicated in writing to the Customer. Administrative staff and Service delivery staff do not have authority to waive cancellation fees on behalf of the Organisation.
- 5. If a cancellation fee has been charged, it must be paid within seven (7) days of receipt of invoice or future Services and Appointments may be cancelled by the Organisation
- 6. Should the Customer cancel delivery of an Event, a Tailored Support Package or a Tailored Training Package the following cancellation fees shall apply:

| Cancellation fourteen (14) days or more prior to delivery      | Full refund minus an administration fee of 20% of the Price |
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| Cancellation seven (7) to fourteen (14) days prior to delivery | Fifty percent (50%) refund                                  |
| Cancellation less than seven (7) days prior to delivery        | Nil refund  |

Substitution for attendance at Events and/or rescheduling of Appointments individually or as part of Tailored Support Package or a Tailored Training Package may be considered.

