



Spectrum Quest fees and payments policy and procedures

Purpose

This policy is to first provide a guide for people who partake in Spectrum Quest's services, their responsibilities, and other relevant information that is pertinent to them. Second, to outline the responsibilities of Spectrum Quest in relation to management of fees for Spectrum Quest's services. And third, an addendum is included to provide further information and understanding, as well as highlight matters that remain in line with our values. See our website for more information on our values: <https://spectrumquest.com.au/spectrum-quest-purpose/>

The document is structured with in mind the practical reality that while policies such as this are very important, it is likely many do not take the time to fully read such documents due to their length. Therefore, while the responsibility is on those who interact with Spectrum Quest to adhere to this document, we have ordered the information with this in mind.

This is separated into

- **Part A:** Purchasers of Spectrum Quest services.
 - Part A is both policy and procedures for people looking to make use of Spectrum Quest's services, and additionally written with suggestions on how to handle such decision making, in as far as it pertains to finances. This however is not financial advice, and should not be misconstrued as such.
- **Part B:** Spectrum Quest
 - Part B has policies and procedures that pertain to that which is the responsibility of Spectrum Quest, as well as its duties, and authority as it pertains to fees and payments.
- **Part C:** Addendum
 - Part C does not contain policies and procedures, and should not be treated as such. Rather, it provides further explanation on the decision making and thinking behind the creation of this document, to allow the reader to better understand

and appreciate the purpose of various items in the document. This may be updated over time, and is not subject to notice, unlike part A and part B.

Definitions

Participant: The person who is partaking in a Spectrum Quest program(s).

Purchaser: The person who oversees the management of the participant's participation of the program, including responsibility of payment for Spectrum Quest's services. Such as but not limited to: Parents, participants who are 18 years or older who manage their own finances regarding Spectrum Quest's services, and anyone else who pays for Spectrum Quest's services.

The purchaser and participant may in some cases refer to the same person. Such as some adults partaking in Spectrum Quest's program(s).

Part A: Purchasers of Spectrum Quest services

Responsibilities

Purchasers are responsible for

- Reading this fees and payments policy document.
- To provide Spectrum Quest with accurate information upon request.
- To make a reasonable assessment of whether they can afford Spectrum Quest's services before signing up to Spectrum Quest's services.
- Contact and discuss with Spectrum Quest any concerns they have regarding fees before signing any document provided by Spectrum Quest.
- To pay fees for the program by the due date written on a given invoice by Spectrum Quest.
- When making payments, to include the correct invoice number(s) on the payment to allow smooth identification of payments.
- To contact Spectrum Quest if they are experiencing difficulties with payment of fees.

Fees

Current fees

Fees for a Spectrum Quest program are \$50 per hour per person.

At the time of writing, Spectrum Quest offers 2.5 hour programs at \$125 per session. And 2 hour programs for younger audiences at \$100 per session. Any changes to fees will be published on the Spectrum Quest website, and written in program sign ups. Please make sure to check both of these before signing, as the price may change in time.

Presentation of invoicing

Fees are invoiced at \$25 per unit, and an extra 2 units is put on the invoice to match the \$50 per hour fee, for a total of 4 units in a 2 hour program, and 5 units in a 2.5 hour program. The extra 2 units is to reflect the preparation time that is put in for the program, though the actual time put into the program during the week is much higher than 2 hours. This is to avoid calculating preparation time each week which varies, thereby keeping the fee simple and cheaper, incentivising the provider to make efficient use of their time by capping the cost in this manner.

Invoicing

After each session, an invoice per participant will be sent.

NDIS category

Spectrum Quest's mission is primarily to improve participant's capacity in relational and social skills. This falls under the NDIS "capacity building" category, and Spectrum Quest will default to using the appropriate codes. Please see our website for our mission statement, relevant to our aims in building capacity.

If you wish to make use of Spectrum Quest's services through NDIS funding, but are concerned about your budget in this category, please reach out to us.

Liability

In the event that the purchaser cannot use NDIS funding to pay for Spectrum Quest's services, the purchaser will be liable for the payment of Spectrum Quest services they sign up to. The reason for not paying using NDIS funding, such as running out, or not being on the NDIS, does not diminish or alter this liability.

Program of support

Spectrum Quest runs a "Programs of Support" basis.

This has several implications for the purchaser. To begin with:

- The purchaser is committing to paying for the entire program, irrespective of whether or not the participant attends the program on any given session.
- Even if you provide more than 1 week's notice that the participant cannot attend a given session(s), Spectrum Quest may still incur a fee to the purchaser for that session(s).

At the time of writing, Spectrum Quest programs run during school terms, which is typically 10 weeks. And may run programs as short as 1 week during school terms. However, the onus is on the purchaser to carefully read the agreement for the program before signing up to it, and make sure they are aware of the program's length.

Exit rules

If you wish to exit a Spectrum Quest program, you may do so by emailing

admin@spectrumquest.com.au.

For the exit to be accepted, the following criteria must be met in the email.

- The email used to notify Spectrum Quest of the departure from the program must match the email used to register the participant to Spectrum Quest's membership.
- The email must sign with the name of the person who registered the participant for Spectrum Quest's membership.
- The email must state clearly the first and last name of the participant who is exiting the program.
- The date from which the participant wishes to exit the program, making clear their last day they will consider themselves part of Spectrum Quest's services. e.g. If the purchaser says "I [Purchaser name] request [Participant full name] to exit Spectrum Quest's services at the end of Monday the 1st of January." Then Monday will be treated as the last day the purchaser is requesting to use Spectrum Quest services. And on Tuesday the 2nd of January, they do not want to make use of Spectrum Quest's services.

If one or more of the above criteria are not met, then Spectrum Quest may choose to consider the request to exit as void, and request the exit request resent correctly. However, if a corrected exit request is sent within 7 days, then the exit request will be treated as if the request was sent correctly on the day of the first exit request email.

Exit 2 weeks notice limitation/planned exit

When an exit request is made, 2 weeks notice must be provided. If less than 2 weeks notice is given, Spectrum Quest may incur the cost of the program to the relevant purchaser for those two weeks. The participant may still attend during those two weeks.

2 weeks notice is measured to the minute from when the email is received by Spectrum Quest, except during a program the exiting participant is part of, or after 1 hour before the program is scheduled to start. In this event, the exit request is treated as if it were sent after all the program(s) that the exiting participant is part of that day.

E.g. A participant partakes in one Spectrum Quest program at 4:15 on a Monday, which ends at 6:45. Exit notice is given at 3:15, ie. 1 hour before the program is set to start. The exit notice is treated as if it were sent at 6:45. Therefore, the purchaser is liable to pay for the session the participant partakes in on that day, and the following two sessions over the next 2 weeks of program.

Unplanned exit

If a participant stops attending a program they have agreed to partake in without providing exit notice, or exit notice that does not adhere to the exit rules, or otherwise provides no communication, then Spectrum Quest may charge for up to four consecutive weeks worth of program. This is measured from the beginning of the first program the participant fails to attend. E.g. A participant partakes in one Spectrum Quest program at 4:15 on a Monday, which ends at 6:45. At 4:15, they fail to attend the remaining program that day, and the weeks to come. The purchaser is liable for the cost of four sessions, which includes the first session the participant did not attend.

Misbehaviour

Participant misbehaviour

For the following section regarding misbehaviour, “ban” or “banned” will additionally include being dismissed, or having an agreement terminated. Please see the Spectrum Quest Code of Conduct for more information regarding this. You can view the code here:

<https://spectrumquest.com.au/code-of-conduct/>

If a participant is banned, then this will be treated as a “planned exit” measured from the moment the participant is banned, or from the end of a program if the ban occurred during a program session. With the exception that Spectrum Quest is not required to prepare the invoice to be NDIS claimable, and it is the responsibility of the purchaser to pay accordingly.

Participant relation misbehaviour

Someone closely connected with the participant, such as but not limited to: the purchaser, parent, family, family friend; might misbehave, such as but not limited to: breaking the code of conduct, or behaving inappropriately. If this happens, they may be banned from attending Spectrum Quest. If in this situation that person is integral to the participant attending the program, and the purchaser and/or participant cannot arrange an alternative means for the participant to attend the program without the banned person, then the participant may be exited from the program. The participant is not considered/banned, but the purchaser will incur a cost in the same way as if the participant was banned, ie. A “planned exit”.

If the misbehaving person is not considered integral to the participant’s attendance, or an alternative means for the participant to attend is arranged, the participant may continue to partake in the program.

Fees for late collection of children

Definition of late collection

A child’s collection is considered late if they are picked up 15 minutes or more after a program is scheduled to end, or 5 minutes after a program ends in the event a program runs 10 minutes over or more.

When a parent has advised Spectrum Quest in writing that their child will make an alternative way home, a child may be considered collected immediately after a program concludes.

Late fee

For each minute a child is not collected after they are considered late, a \$1 fee per minute per child may be charged with a minimum of \$15 per child. If two or more children are from the same family and expected to be picked up together, then they may be considered one child for the purpose of calculating the fee. Though two children of different families will be two separate fees, even if they are being picked up by the same person.

Spectrum Quest is not obligated, and does not guarantee that this fee will be claimable through the NDIS.

Failed payments

Purchasers are expected to pay invoices by the dates due on the invoice they are provided. Typically around 2 weeks.

When an invoice is not paid, this may lead to any of the below actions at the discretion of Spectrum Quest:

- Reminders to pay the invoice
- Warnings for failure to pay an invoice(s), and consequences
- Temporary barring of the participant from attending the program until all due invoices are paid
- Dismissal of the participant from the program.

Spectrum Quest will consider the following before taking such action:

- Reasons given for late payment or lack thereof
- Payment history of the purchaser
- Reminders and warnings of overdue invoices
- Other observed behaviours of the purchaser

Suggestions

When considering Spectrum Quest's services generally, here are some things you may wish to keep in mind. The following is not policy, nor procedures, and should not be considered financial advice.

- Make sure you read Spectrum Quest policies, procedures, codes, membership form, and the program sign up carefully, so you know what you are agreeing to, and you know what you are responsible for.
- Ask questions where you are unsure.
- Make sure you are confident you have access to the finances needed to pay for the program (Typically 1 term, as mentioned elsewhere).
- If you are concerned as to whether you have adequate funding, reach out to Spectrum Quest on the matter.
- If your NDIS funding is going to be reviewed, or some other known event is coming up that may impact your ability to pay for a Spectrum Quest program, you might want to consider advising Spectrum Quest of this as soon as you are able, especially before you sign up to a program. More is said on this elsewhere in the document.

Part B: Spectrum Quest

Statement from Spectrum Quest

Spectrum Quest is committed to the following

- Handle finances responsibly, including establishing fees that will result in a financially sustainable service.
- Provide reasonable terms and expectations for payments.
- Provide a clear and accessible cost of payments.
- Provide a fair and manageable enforcement for dealing with non-payments and/or inability to pay fees/outstanding debts.
- Where possible, reducing financial barriers for participants wishing to access Spectrum Quest's services.
- Maintain financial confidentiality of participant circumstances.
- Provide expectations, policies, enforcement, and services all within a reasonable context that acknowledges that Spectrum Quest at this time is a service provided by a sole trader (ie. one person, and not a wider team).
 - However, this policy is written with flexibility in mind that it may remain relevant as Spectrum Quest grows in staff and structure.

Responsibilities of Spectrum Quest

Spectrum Quest is responsible for

- Setting the fees
- Balance fees with providing a quality program, maintaining services, and financial accessibility.
- Providing invoices, and relevant financial statements upon request from participant representatives.
- Collecting all relevant information.
- Providing purchasers with at least 14 days notice of any proposed changes to fees or to the way fees are collected, the exception of extreme circumstances outlined elsewhere in this document.
- To provide reasonable discretion that accounts for known context in a participants/parents given circumstance when handling late collection fees.

Fee alteration

Spectrum Quest may at any time choose to alter fees and how they are collected. Though those changes must be implemented no earlier than 14 days after they are announced.

However, Spectrum Quest may not change the fees of a program, after a purchaser has already signed and agreed to a given price for that program, except in extreme circumstances, as outlined elsewhere in this document.

Extreme circumstances

Only extreme circumstances, such as but not limited to: changes to NDIS legislation, or NDIS price limits may Spectrum Quest change the how fees are collected, or the price of a program after a purchaser has signed and agreed to a given price for that program, with or without 14 days notice. In such a scenario:

- A reasonable explanation for why the change is being made part way through the program must be given by Spectrum Quest to purchasers.
- Participants and/or purchasers may in response to the change choose to exit from the program. If they do, any required notice they are required to give Spectrum Quest is waived for the period after the change is announced to be implemented. Purchasers waive the opportunity to do so 14 days after the change is implemented.
 - E.g. Spectrum Quest announces a change in fees which begins in 7 days time. If the participant/purchaser exits from the program that same day, they only need to provide 7 days notice, instead of 2 weeks.

Spectrum Quest Discretion for late collection fees

Spectrum Quest should provide reasonable discretion when handling late collection. Factors may include but are not limited to:

- Extraneous circumstances, such as a car breaking down enroute.
- Written request to Spectrum Quest to allow a later pickup time due to circumstances.
- If Spectrum Quest staff responsible for the child have another program to run, job to go to, or otherwise scheduled personal event.

It is at the discretion of Spectrum Quest staff who are responsible for the child to decide whether to enforce the fee, and are not obliged to make the same decision in the same or similar circumstances. Any leniency from Spectrum Quest should be considered as a generosity or a grace, rather than an expectation.

Failed payments

When a fee is not paid by its due date, a reminder may be sent.

Spectrum Quest has multiple courses of action at its disposal, outlined in Part A, and reserves the right to remove any participant from a program due to failed payment before its due date.

Spectrum Quest may consider multiple factors, which are also outlined in Part A.

Spectrum Quest is not obliged to make the same decision in the same or similar circumstances. Any leniency from Spectrum Quest should be considered as a generosity or a grace, rather than an expectation.

Part C: Addendum

What has been excluded

In the process of setting fees, much research, calculations, considerations, and writing was done. A comprehensive document was prepared that goes through all the decision making and calculations done to reach the fees as they stand at time of writing.

It was deemed more appropriate to exclude this document being made publicly available for a few reasons.

- Primarily because making such specific and comprehensive information available invites scrutiny from the public.
- Such scrutiny would not be beneficial, improve services, or be helpful for the operation of the business, especially while it operates as a sole trader.
- Spectrum Quest does not want to invest its time into debating the appropriateness of its financial decisions with people of the public who are not intimately involved with its operations and development.
 - Spectrum Quest would rather discuss and debate the quality of the program and participant needs with participants, parents, and members of the public, in light of its pricing.

So why highlight what has been excluded if it won't be shared?

We want to provide confidence and accountability to the public, and particularly those who make use of our services. We want to instill confidence that we have made an effort to make our prices appropriate.

Additionally, this document will be made available and transparent to the NDIA and government bodies as appropriate, and welcome any scrutiny regarding the decision making behind it from those bodies.

If at any point you believe Spectrum Quest is making inappropriate decisions around finances that impact a participant, we encourage you to first talk with Spectrum Quest, and will seek to provide clarity where we can. And if Spectrum Quest is not prepared to answer your question(s), and you still believe Spectrum Quest is acting either criminally, or inappropriately for an NDIS service, please reach out to the NDIA or police as is appropriate.