



six seasons
RECOVERY

Terms & Conditions Payment & Refund Policy

Residential Recovery Programs

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VERSION	1.0
PROVIDER	Six Seasons WA Pty Ltd
ABN	87 687 818 239

CUSTOMER POLICY

This document summarises the principal commercial, operational, payment and refund terms applicable to customers and clients engaging Six Seasons Recovery for residential recovery programs.

Read together with the applicable signed Terms of Admission and invoice.

About this document

This document sets out the principal terms and conditions that apply to customers and clients engaging Six Seasons Recovery for residential recovery programs and related services. It also explains our payment, cancellation and refund arrangements.

It is based on the Residential Program Terms of Admission used by Six Seasons Recovery and is intended to give customers a clear, accessible summary of the commercial and operational terms before entering into a program.

Important: This policy does not exclude, restrict or modify any right or remedy that cannot lawfully be excluded under the Australian Consumer Law or other applicable legislation. Where a customer has signed an individual Terms of Admission agreement or received an invoice with specific terms, those documents should be read together with this policy.

Provider details

Six Seasons WA Pty Ltd (ABN 87 687 818 239).

PO Box 233, Yallingup WA 6282

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1. Definitions and interpretation

Client means the individual who receives or uses the services. Customer means the individual or individuals acting on behalf of the Client; where the Client is paying and contracting personally, the Client and Customer may be the same person.

Fees means the agreed program fee, comprising the Deposit and Balance stated in the applicable agreement or invoice. Deposit and Balance have the meanings given in the applicable Terms of Admission.

Onsite Term means the residential period stated in the applicable agreement. Arrival Date means the agreed date on which the Client commences the onsite term. Additional Services means services requested by the Client or Customer or reasonably provided where additional clinical or other intervention is required.

Treatment Plan means the plan developed by Six Seasons Recovery to determine how the Client's needs, symptoms and/or condition are addressed during the program, as varied following reassessment.

Headings are for convenience only. The singular includes the plural and vice versa. References to legislation include amendments and replacements.

2. Services and treatment planning

Six Seasons Recovery will provide agreed services with due care and skill and in accordance with applicable standards and the resources reasonably available to it. Services made available to a Client may be determined by the Treatment Plan and may vary following reassessment of the Client's needs.

The Client and Customer acknowledge that not every service described in program information will necessarily be provided to every Client. Specific personnel cannot be guaranteed.

The services are intended to support recovery and wellbeing. Six Seasons Recovery does not guarantee a particular outcome, result or recovery from any illness, condition or symptom.

3. Booking and commencement

- A booking is subject to acceptance by Six Seasons Recovery and completion of the required documentation.
- The commencement date under the Residential Program Terms of Admission occurs when Six Seasons Recovery has received the agreement executed by the parties and the Deposit in full.
- The program term, arrival date, fees, deposit and balance are stated in the applicable agreement and/or invoice.
- Customers should provide accurate information required for assessment, planning, safety and administration before commencement.

4. Fees and payment terms

The payment arrangements in the Residential Program Terms of Admission are as follows:

- Deposit: payable within one business day of signing the agreement.
- Balance: payable at least seven days before the Arrival Date, where possible.
- Additional Fees: generally payable within 48 hours of receiving the relevant tax invoice.
- Program extensions: Additional Fees for an extension must be paid before the extension period commences.
- Payments are made by direct deposit to the account nominated on the tax invoice or by credit card, unless otherwise agreed.

- Amounts due are payable without deduction, set-off or counterclaim, subject to any rights that cannot lawfully be excluded.

GST: Fees are stated in Australian dollars. The treatment of GST will be as specified in the applicable agreement and tax invoice. A valid tax invoice will be provided where required.

5. Additional services and expenses

A Client or Customer may request Additional Services. Six Seasons Recovery may agree to provide them subject to applicable terms and payment of the Additional Fees. Additional Services will generally not be provided until the required fees have been received.

Where Six Seasons Recovery reasonably determines that emergency medical intervention or another critical intervention is required for the health or welfare of the Client or another person during the onsite term, it may arrange or provide the relevant Additional Services. Unless otherwise agreed, associated Additional Fees remain payable by the Client or Customer.

Consultant services, external appointments and other services not included in the agreed program may attract separate charges as advised.

6. Cancellation and refund policy

We understand that circumstances can change. However, residential programs require advance planning, staffing, accommodation and clinical resources. For that reason, the Residential Program Terms of Admission contain a specific cancellation and refund framework.

6.1 Customer cancellation or early departure. The Client or Customer may terminate the agreement by giving notice to Six Seasons Recovery. Under the standard Terms of Admission, if the agreement is terminated for any reason, the Customer remains responsible for amounts payable under the agreement and amounts already paid are generally non-refundable, whether or not all services have been provided at the time of termination.

6.2 Refunds required by law or approved by Six Seasons Recovery. If a refund is required by law, or Six Seasons Recovery otherwise agrees to provide a refund, Six Seasons Recovery may deduct losses arising in connection with the early termination from the amount otherwise refundable, to the extent permitted by law.

6.3 Statutory consumer rights. The no-refund provisions do not override non-waivable rights under the Australian Consumer Law. Depending on the circumstances, a customer may have a right to a remedy, including a refund or resupply for a major failure of services, or compensation for reasonably foreseeable loss or damage caused by a failure of services.

6.4 No refund for unused days. Subject to applicable law and any specific written agreement, leaving the residence early, choosing not to participate in services, or otherwise not using the full program term does not create an automatic entitlement to a refund or credit.

6.5 Goodwill refunds. Any refund or credit offered outside a legal entitlement is at the discretion of Six Seasons Recovery and may be subject to reasonable deductions for losses, costs or commitments arising from the cancellation, to the extent permitted by law.

The table below is a practical summary of the standard position:

Situation	Standard position
Cancellation before arrival	Amounts already paid are generally non-refundable, subject to applicable law or an agreed exception.
Client leaves after commencement	No automatic refund for the unused portion of the program.
Termination following client breach	Amounts paid are generally non-refundable and amounts owing remain payable, subject to applicable law.

Situation	Standard position
Refund required by law	Refund will be considered in accordance with the applicable legal requirement.
Refund voluntarily approved by Six Seasons Recovery	Any permitted losses associated with early termination may be deducted.

7. Suspension and termination

Six Seasons Recovery may suspend or restrict services where a Customer or Client fails to meet obligations, including where a payment is overdue, or where a Delay Event occurs.

Six Seasons Recovery may terminate the agreement immediately in circumstances including non-payment, serious or repeated breaches of the Code of Conduct or reasonable directions, certain illegal or dangerous conduct, an unremedied breach, or another material breach identified in the applicable Terms of Admission.

On termination, services cease and the Client must promptly vacate the facility. Subject to applicable law, Six Seasons Recovery may retain possession of materials or property it holds until outstanding amounts are paid.

8. Client responsibilities

Clients are expected to participate honestly and respectfully in the program and to follow reasonable directions designed to protect the Client, other clients, staff and the facility.

- Provide accurate and complete information relevant to assessment, treatment planning, safety and administration.
- Attend scheduled appointments and participate in agreed program activities.
- Follow the Code of Conduct and reasonable directions from Six Seasons Recovery personnel.
- Respect the privacy, dignity and wellbeing of other clients and staff.
- Pay all fees and additional charges when due.
- Tell staff promptly about concerns, changes in circumstances or matters affecting participation or safety.

9. Residential program requirements

The Residential Program Terms of Admission include specific onsite requirements. These include:

- No consumption of alcohol or non-prescription drugs during the onsite term.
- Attendance at doctor appointments arranged during the onsite term.
- Consent to reasonable inspection of bags on arrival for prohibited substances.
- No access to restricted areas without staff consent.
- Notification to staff if the Client wishes to leave the premises unattended; leaving after dinner is restricted except with a member of Six Seasons Recovery personnel.
- Family visits are not permitted during the onsite term unless prior arrangements have been made with management.
- No sexual relations or sexualised physical contact with therapists, client support staff or other clients.
- Completion of required daily workbook or program activities as directed.
- Vehicle keys, cash, cards, wallet and/or purse may be stored securely by staff during the program, with arrangements for access made through staff.

10. Service availability and outcomes

Six Seasons Recovery will use reasonable care and skill in providing its services. However, the availability and extent of services may vary according to the Treatment Plan, the Client's circumstances, consent and behaviour, staffing, external providers and other factors outside Six Seasons Recovery's reasonable control.

No representation is made that a program will produce a particular outcome or result. The Client's engagement and individual circumstances can affect the course and outcome of recovery.

11. Delay events

A Delay Event is an event beyond Six Seasons Recovery's reasonable control that causes delay or failure in performance. Examples in the Residential Program Terms of Admission include acts or omissions of a Client or third party, unavailability of suitable personnel or facilities despite reasonable steps to find alternatives, severe weather, power failure, natural disasters, fire, flood, pandemic, war, terrorism, civil unrest, government action, changes in legislation and industrial disputes.

Where a Delay Event affects services, Six Seasons Recovery will take reasonable steps to manage the impact. The specific rights of the parties in relation to suspension or termination are governed by the applicable agreement.

12. Privacy and confidentiality

Six Seasons Recovery recognises the importance of protecting personal information and states on its website that it complies with its obligations under the Privacy Act 1988 (Cth). Its privacy notice explains the information collected, how it is used and shared, security measures, cookies, access and correction rights, and how privacy concerns can be raised.

The current online privacy notice is available at sixseasonsrecovery.com.au/privacy-policy/.

Client Confidential Information includes information such as medical history, test results, psychological assessments, clinical notes and diagnoses, subject to the terms and exceptions in the applicable agreement. Customers should review the privacy notice and any confidentiality documentation provided as part of admission.

13. Liability and Australian Consumer Law

To the extent permitted by law, Six Seasons Recovery does not guarantee a particular outcome from its services. The applicable Terms of Admission contain limitations and releases concerning liability.

Nothing in these terms is intended to exclude, restrict or modify a guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law or other applicable legislation.

Where the Australian Consumer Law applies, customers may have guarantees concerning services and may, depending on the circumstances, have rights to a remedy for a major failure or compensation for reasonably foreseeable loss or damage caused by a failure.

14. Complaints and dispute resolution

If you have a concern about your services, fees, refund request or another matter, please contact Six Seasons Recovery promptly so that the issue can be reviewed.

The Residential Program Terms of Admission provide that a party raising a dispute should first give the other party details of the dispute in writing. The parties are required to use their best endeavours and act in good faith to attempt to resolve the dispute within 30 days of receipt of the Dispute Notice before legal proceedings or other action are commenced, except where the agreement provides otherwise or a termination right has arisen.

Contact: 1800 951 940 | info@sixseasonsrecovery.com.au

15. Notices and communications

Formal notices under the applicable agreement must be in writing, readable in English and signed by the party giving the notice or its authorised representative. Customers should use the contact details provided in their agreement or on the Six Seasons Recovery website.

16. Changes to this policy

Six Seasons Recovery may update this customer policy from time to time. The current version will be made available through its website. Changes to the online privacy notice are communicated by updating the relevant webpage, as stated in that notice.

A change to this public policy does not, by itself, vary a signed individual agreement unless the applicable agreement permits that variation or the parties agree to it in accordance with its terms.

17. Governing law

The Residential Program Terms of Admission are executed in Western Australia and the applicable agreement is to be interpreted in accordance with the laws applicable in Western Australia, subject to any mandatory rights or requirements under applicable Australian law.

18. Acceptance

By signing a Residential Program Terms of Admission agreement, paying the required Deposit, or otherwise proceeding with services after receiving the applicable terms, the Client and/or Customer acknowledges that they have had an opportunity to read and understand the applicable terms and agrees to be bound by them, subject to any rights that cannot lawfully be excluded.

Questions before booking?

Our team is available to discuss the program, fees, payment arrangements and cancellation/refund terms before you commit.

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Document control

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