

Trilogy Care – Swift Switch Guarantee

Terms & Conditions

1. Consumer Rights.

- 1.1. Nothing in these Terms and Conditions limits your rights under the Australian Consumer Law, including rights to consumer guarantees that cannot be excluded.
- 1.2. These Terms and Conditions govern Trilogy Care’s “Swift Switch Guarantee” promotion. By making an enquiry under this promotion, you agree to be bound by these Terms and Conditions.

2. Promotion Overview

- 2.1. The Operator is Trilogy Care Pty Ltd ABN 44 604 915 200 (“Trilogy”, “we”, “us”, “our”).
- 2.2. A valid enquiry must be submitted through our web site www.trilogycare.com.au, phone number 1300 459 190 or email sameday@trilogycare.com.au
- 2.3. If a valid enquiry and required documentation are provided, Trilogy Care will issue a Client Services Agreement Proforma on a business day. This issuance relates to engaging Trilogy as a Support at Home provider and does not relate to the commencement of aged care services within 24 hours.
- 2.4. For clients switching from an existing provider: Final activation of care with Trilogy Care is dependent on the timely release of your Home Care Package from your current provider. Trilogy Care will initiate switching steps as soon as required documents are received. Timeframes may vary based on your current provider’s process.
- 2.5. Trilogy Care guarantees an assessment meeting within 24 hours (during business days) of receiving a valid enquiry and required documentation. During this meeting, you’ll be provided with your Client Services Agreement for review and signing.
- 2.6. Where Trilogy Care is unable to meet the 24-hour timeframe for agreement delivery, a \$100 CareVicinity voucher or Cookaborough voucher will be issued to the enquirer.

3. Eligibility

- 3.1. To be eligible, clients must hold a valid Home Care Package or Support at Home referral code issued by My Aged Care.
- 3.2. Required documentation may include a support plan, My Aged Care letter, or equivalent. If documentation is older than 12 months, further supporting information may be requested.
- 3.3. Enquiries must be made before 2:00pm AEST on a business day to qualify for the Swift Switch guarantee.

4. Required Documentation

- 4.1. You must provide one of the following documents dated within the last 12 months, available on your My Aged Care Provider Portal record:
 - 4.1.1. a letter of eligibility and approval from the Secretary of the Australian Government Department of Health (or Delegate) confirming approval for a Home Care Package; OR
 - 4.1.2. a Support Plan issued by My Aged Care listing a Home Care Package (any level).
- 4.2. If the documentation in clause 3.1 is dated more than 12 months ago, you must also supply one of the following, dated within the last 12 months:
 - 4.2.1. a comprehensive Medical Health Summary and list of current medications from a suitably qualified medical practitioner; OR
 - 4.2.2. a comprehensive Hospital Discharge Summary from a public or private hospital in Australia.
- 4.3. If you do not provide the required documents at the time of enquiry, the “same day” timeframe will begin only once all required documentation is received by Trilogy.

5. Voucher Offer

- 5.1. If the Guarantee is triggered, you may choose one of the following vouchers:
 - 5.1.1. Cookaborough (meal delivery services); or
 - 5.1.2. Care Vicinity (care services); or
 - 5.1.3. any other voucher of equal value determined by Trilogy Care.
- 5.2. Vouchers will be delivered electronically to your nominated email address within 14 calendar days.
- 5.3. Vouchers are not redeemable for cash, not transferable and will not be reissued if lost, stolen, or deleted.
- 5.4. Trilogy is not responsible for any terms, conditions, or restrictions imposed by third-party voucher providers or the delivery of the final chosen voucher service.

6. Variation, Suspension, and Termination

- 6.1. Trilogy may vary, suspend or terminate this promotion at any time.
- 6.2. Any enquiry submitted before the date of change will be honoured under the Terms and Conditions in place at the time of enquiry (“grandfathered”).

7. Exclusions and Limitations

- 7.1. Trilogy is not responsible for:
 - 7.1.1. delays or failures caused by internet, email, or system outages;
 - 7.1.2. incorrect or incomplete information provided by you;
 - 7.1.3. any delay in you signing and returning the Client Services Agreement; or
 - 7.1.4. acts beyond Trilogy’s reasonable control.
- 7.2. Trilogy’s liability is limited to the extent permitted by law. Nothing in these Terms excludes or limits Trilogy’s obligations under the Australian Consumer Law.

8. Privacy and Consent

- 8.1. Trilogy collects and handles your personal information in accordance with the **Privacy Act 1988 (Cth)**, the **Aged Care Act 2024 (Cth)**, and Trilogy's Privacy Policy available at <https://trilogycare.com.au/privacy>.
- 8.2. By making an enquiry, you consent to Trilogy:
 - 8.2.1. collecting, storing, and using your personal and health information to assess eligibility, prepare the Client Services Agreement, and administer this promotion;
 - 8.2.2. accessing and using information held about you in the My Aged Care Provider Portal for the purpose of delivering aged care services;
 - 8.2.3. disclosing information to authorised representatives you nominate, relevant health professionals, and government agencies where required by law; and
 - 8.2.4. contacting you by email, phone, or mail in relation to the promotion and aged care services.
- 8.3. You may withdraw your consent or request access to your personal information by contacting Trilogy using the details in our Privacy Policy.

9. Complaints and Disputes

- 9.1. Any complaints or disputes in relation to this promotion will be handled under Trilogy Care's standard complaints process.
- 9.2. Contact details for the complaints process are available on Trilogy Care's website.

10. Governing Law

- 10.1. These Terms and Conditions are governed by the laws of Queensland, Australia.
- 10.2. You agree to submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.