

Terms and Conditions

Physionline provides online physiotherapy services. Physionline and its website with an URL, www.onlinephysiotherapy.org is owned by Physiotherapist Emel Colgar and operated by Freescape IT. Video conferencing platform is operated by Coviu(<http://coviuhhealth.com/>) and the diary is operated by Healthkit (<https://www.healthkit.com/>)

If you continue to use these online physiotherapy services and its website, you are agreeing to comply with and be bound by the following terms and conditions.

COMPANY DETAILS

Trading Name: Physionline, ABN: 44704624838, Country: Australia, Telephone Number: 0409916002, Email: info@onlinephysiotherapy.org

The term Physionline or 'us' or 'our' or 'we' refers to Physionline, and the owner of the website Emel Colgar. The term 'you' or 'your' refers to the website user.

For us to be able to achieve outstanding treatment results, we require an equal commitment from you. Take the time to read all of our Terms and Conditions for achieving the best outcome possible.

Our professional recommendations are based on the information provided by you, an objective and subjective physiotherapy examination and the specific goals determined by you and your physiotherapist. It is important to understand our Terms and Conditions and for you to acknowledge that at the end, it is your responsibility to follow our advice and avoid situations that may aggravate your condition. We acknowledge (and you may too) an infinite number of variables can impact on the outcomes of any treatment program.

However, we are confident that if you follow our recommendations, and any further opinions subsequent to reviews that may occur periodically throughout the term of your treatment, then we can help you to achieve outstanding results.

Your use of this website and the healthcare service is subject to the following terms and conditions:

I. Consent to Obtain and Release Information

- i. To carry out the management of your injury or injury claim, you accept it may be necessary to communicate the details of your medical condition with treating practitioners, rehabilitation consultants, case managers and employers.
- ii. By signing these Terms and Conditions you give permission for representatives of the Physionline to exchange such information regarding injuries sustained and any significant past medical history, with those people deemed necessary by Physionline.

- iii. Physionline does not provide any warranty or guarantee as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we fully exclude any liability for such permissible by law.
- iv. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- v. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the videos, content, design, layout, appearance, look and graphics of the website. Any reproduction of the website's material is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- vi. All trademarks reproduced in this website, which are not the property of, or licensed to us, are acknowledged on the website.
- vii. Unauthorised use of this website may be a criminal offence and/or give rise to a claim for damages.
- viii. This website may also, on occasion, include links to other websites which are not controlled by us. These links are provided for your convenience to provide you with further information. You acknowledge that they are used at your own risk. They do not signify that we recommend or endorse the websites. We have no control over the nature, content and availability of those websites.
- ix. Your use of this website and any dispute arising out of your use of it is subject to the laws of NSW.
- x. You may only use the website for lawful purposes and in a manner consistent with the nature and purpose of the website.
- xi. These terms and conditions do not relate to your use of any product or service described on our website unless otherwise agreed. You must refer to the individual warranty relevant to any particular product or service.
- xii. You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the website.
- xiii. In no event will we be liable for any loss, damage, cost or expense including legal costs and expenses (whether direct or indirect) incurred by you in connection with the use of this website and online service.

- xiv. Every effort is made to keep the website up and running smoothly. However, we take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

II. Consent to Treatment

- a. You hereby request and give consent to our therapists to perform all necessary examinations, therapy, rehabilitation and medical diagnostic instructions in accordance with their professional training and understanding of your injury.
- b. You understand that you have an opportunity to discuss with your therapist, the nature and purpose of your physiotherapy care before any treatment is applied.
- c. You acknowledge and accept the following:
- d. Online nature of your physiotherapy and related treatments.
- e. The adverse risks associated with treatment soreness, soft tissue injury,
- f. The probability of risk is lowered by screening procedures.
- g. Other treatment options exist if the risk of physiotherapy is considered to be high, including medication, medical care, hospitalisation and surgery.
- h. The risk of remaining untreated includes the formation of adhesions, scar tissue and other degenerative changes. These changes can further reduce skeletal mobility and induce chronic pain cycles. It is quite probable that delay of treatment will complicate the condition and make future rehabilitation more difficult.
- i. Most clients receive our services without the need of a medical or other referral. However, in the event a referral from another practitioner has been given, it is highly recommended that such a referral is provided to the treating physiotherapist to assist in the continuity of care and our delivery of the most appropriate treatment for the client.
- j. You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the online physiotherapy and our website.
- k. In no event will we be liable for any loss, damage, cost or expense including legal costs and expenses (whether direct or indirect) incurred by you in connection with the use of this website and online physiotherapy service.
- l. We do our best to keep the website up and running smoothly. However, we take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

III. PAYMENTS

- a. All payments for appointments, products or other services discussed on this website are to be made in Australian Dollars (AUD). All AUD advertised pricing includes GST.
- b. The appointment fee is charged before the appointment. Patients may be asked to make payment prior to their appointment if the client is from overseas. No deposit is required when making a booking.

IV. REFUNDS

- a. No refund is available for consultations.

V. *Cancellations and No-Shows*

- a. A late cancellation (less than 24 hours' notice) or nonattendance fee is charged. This fee is 50% of the appointment fee. Payment can be made over the phone via credit card.

VI. *Refusal of Service*

- a. Services may be refused if the patient is unfit to provide consent (e.g. cognitive impairment, intoxication), if the patient is aggressive, if the patient is a minor who attends without a consenting adult.

VII. HEALTH PRODUCTS

a. *Payment*

Products can be purchased online. Products purchased online can be paid for by credit or debit card via a merchant facility. Invoices are available online via the email provided to Physionline.

b. *Refunds and Returns*

No refund is available for a change of mind.

If your item is damaged or faulty, please read our returns policy and conditions carefully to ensure you are eligible to return your purchase and receive a credit. Our policy lasts for 10 days from the date you received the goods (i.e. they were delivered to you or you picked them up from the clinic).

To be eligible to return an item and receive a credit for your returned item/s, they must:

- a. Be received by us within 10 days of the date you received the goods
- b. Be unused and in the same condition you received them. Items that have been worn cannot be returned.
- c. Have no make-up or other marks on the products.
- d. No smell of cosmetics, perfume, deodorant, washing powder or other products.
- e. Have all original labels and tags attached.
- f. Creams, lotions, gift cards and discounted items are not eligible for return.
- g. We inspect all returned items upon their return. Returns which fail to comply with the above will be returned to the purchaser.
- h. We are unable to process returns and credits until your item is received and has been inspected by us. Once we receive your return, subject to the conditions above, we will issue you a credit covering the cost of the item. We will send your refund within 2 working days of receiving and inspecting your returned item.
- i. We inspect every item to ensure it is in perfect condition before it is sold. However, in the unlikely event you have received an item with a manufacturing fault, we will gladly refund the cost of the item

VIII. *Refusal of Service*

- a. Physionline reserves the right to choose with whom they wish to deal. Physionline may choose not to supply a business or customer based on the reliability of that business, the cost of delivery, or the presentation of goods and services. Similarly, Physionline may find it too costly or inconvenient to sell to everyone who asks.
- b. If Physionline decides not to supply a business and their reason is not an improper one, the client business will have to renegotiate terms.

IX. *Guarantee*

- a. Physionline provides no guarantee beyond the manufacturer's own guarantee.

X. **DISCLAIMER**

- a. As affiliates of certain products and services, we may receive compensation for recommending and promoting products/services linked to from this website. Every effort has been made to accurately represent information presented on this website.
- b. Physionline provides no guarantee of improvement in health or function.
- c. Except for any implied condition, guarantee or warranty the exclusion of which from these terms and conditions would contravene any statute or cause any part of these terms and conditions to be void ("Non Excludable Condition"), we exclude from these terms and conditions all conditions, guarantees, warranties and terms, implied by statute, general law or custom. Except for any liability in relation to a Non Excludable Condition, we exclude all liability whether arising in tort (including, without limitation, negligence), contract, equity or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the services. Nothing in these terms affects the statutory rights of any person under the Australian Consumer Law or any other applicable law.

XI. *Please note that Physionline may change its policy from time to time by updating this page. Please check this page regularly to ensure that you are comfortable with any changes.*

XII. *This Policy is effective from 10 October 2019.*