

# Terms and Conditions

Perth Health and Fertility Pty Ltd (ACN 651 038 103) (“**We**”, “**Our**” or “**Us**”) operates the website at [www.perthhealthfertility.com.au](http://www.perthhealthfertility.com.au) (“**Website**”). The Website is also accessible via the domain name, [www.phf.healthcare](http://www.phf.healthcare) which resolves to the same site.

By accessing and/or using the Website and/or engaging us in respect of the provision of our Services (defined below), you signify you consent and agree to our Website Terms of Use/Access, Privacy Policy, Medical Disclaimer (both available on the Website) and Terms and Conditions (Services) including as may be updated by us from time to time (collectively, our **Terms and Conditions**). Your affirmative act of using the Website constitutes your electronic signature in respect of our Terms and Conditions and your consent to enter into agreements electronically with us. Our Privacy Policy, Medical Disclaimer Terms and Parts A, B and C set out below each form part of our Terms and Conditions. A breach of our Privacy Policy constitutes a breach of the Terms and Conditions. You also consent to resolve any disputes with us in Western Australia, Australia as set out in the Dispute Resolution provision below.

If you do not agree with the Terms and Conditions, that is your decision. You must, however, stop accessing and using our Website and/or engaging us in respect of the provision of our Services (defined below).

By using or engaging with our Website you warrant that you are over 18 years old or have obtained the consent of your parent or guardian if you are under 18 years of age, and have the capacity to enter into a legally binding contract with us. If you access our Website from outside Australia, you do so at your own risk and you are responsible for obeying any applicable laws and regulations in the country/jurisdiction where you access our Website.

The terms and conditions set out below constitute an agreement between you and us and these Terms and Conditions govern your use of the Website and/or any engagement with us in respect of the provision of our Services (defined below).

## **PART A: Terms and Conditions (Services)**

### **Definition – Services**

We offer a range of complementary medicine services to clients to assist with their health and wellbeing. These include naturopathic consultations as well as consultations in respect of other complementary medicine therapies. An initial naturopathic consultation generally runs for approx. 1 hour. An initial fertility consultation generally runs for 2 hours. Follow-up consultations run for approx. 15-60 mins (**Services**).

### **General**

Our Services are provided based on these Terms and Conditions and any additional terms and conditions which may be notified to you at the time of booking your consultation (or afterwards), for example, promotional terms and conditions. All consultations in respect of our Services including any recommendations made in those consultations (and/or following said consultations) are for the sole benefit of the client (you) only. You agree not to publish, copy, record, sell, post on any social media or other platform and/or share any aspect or portion of the Services (including treatment recommendations) for any commercial benefit, commercial purpose and/or financial benefit to you (and/or others).

### **Your responsibilities**

Once you have booked a consultation in respect of our Services, you must:

- Complete any intake documentation and provide accurate, honest and complete information in respect of your personal and health information. This includes, but is not limited to, detailing any prescription and/or non-prescription medications you take, allergies, medical history, complementary medicines you consume, intolerances, pregnancy (breastfeeding or attempting to conceive) and other health/medical information. You promise to update us in a timely manner in respect of any material changes to your health and/or personal circumstances along the way.
- Be on time for your consultations (subject to our cancellation policy). For online consultations, this means being online and available to communicate with us via our preferred online communication platform which we will inform you of at the time you book your consultation (or shortly thereafter).

- Always be kind, decent and respectful to our practitioners, employees, contractors, agents and (other) clients.
- Always act in good faith and lawfully in your dealings with us.
- Always comply with any relevant governmental health regulations that are in place at the time you deal with us.
- If your consultation is online, it is your responsibility to have your computer, camera and microphone in working order and to have access to a reliable online connection so that you are ready for the consultation at the agreed commencement time. It is at our sole discretion to include or exclude any lost consultation time due to information technology issues at your end in respect of your allotted booking consultation time.
- Natural medicine (including but not limited to herbal remedies, dietary/nutritional supplements, dietary advice and homeopathic remedies) are not without risk and should be used only as recommended. You agree that any treatment recommendations made by us during or after a consultation and followed by you is at your own risk.
- Notify us immediately if your symptoms worsen and/or you experience side-effects while undergoing any of our treatment recommendations and always seek urgent medical attention, if required.

If you refuse to comply with the above at any time it is at our sole discretion not to provide our Services to you including refusing to accept a booking for a consultation in respect of our Services.

### **Our responsibilities**

All of our naturopaths are degree-qualified and are full practicing members of the Naturopaths & Herbalists Association of Australia (**NHAA**) and Australian Natural Therapists Association (**ANTA**). Each is entitled to provide naturopathic consultations and treatment recommendations to clients including dispensing practitioner-only complementary medicines (where appropriate) and each is employed by us as an independent contractor.

As part of relevant professional obligations, each naturopath undertakes regular continuing professional education and strives to improve their knowledge in the complementary medicine space. Each naturopath is not, however, a medical practitioner and does not diagnose and/or cure any medical condition, disease or illness (please refer to our Medical Disclaimer for further details in this respect).

Once you have booked a consultation:

- We will forward you an email with the agreed booking time, intake questionnaire and relevant clinic information (**Confirmation Email**).
- We will endeavour to be on time and ready for the consultation at the approx. time of the agreed consultation booking (or will endeavour to let you know in advance of the consultation time should there be a delay for any reason). You will appreciate, however, that there can be inadvertent/unintended delays for many valid reasons (i.e. ill-health of naturopath, additional time required to properly treat earlier patient) etc). If the consultation time must be postponed by us for any reason, we will reschedule a new booking time as soon as possible at a mutually convenient time (and at no further cost to you).
- While we will use our best endeavours based on our qualifications, professional knowledge and experience, we cannot guarantee that you will experience an improvement in your symptoms or that any treatment recommendation we make will produce results.

## **PART B: Payment, Fee, Cancellation and Refund Policy (and related matters)**

As indicated above, at the time of booking an initial consultation with us we will provide you with our fee for the proposed Services and request that you confirm you will pay our fee. We require that you provide a 50% deposit of the consultation fee for the initial fertility consultation at the time of making the booking.

### **Payment of consultation fee**

You must pay for the Services in full at the time of booking a consultation or at the time of the consultation by using one of the payment methods available on the Website or in the Clinic, which may change without notice from time to time. Each of the payment methods are also subject to the terms and conditions of any third party payment processor

we use (including any fees and charges they apply to your transaction – which are your sole responsibility to pay). By proceeding with booking a consultation on the Website or in the Clinic you expressly warrant you have read, understand and agree to those terms (**Processor Terms**). We are not a party to the Processor Terms and are not liable to you in any way in respect of the Processor Terms (including any fees and/or charges they may apply to your transaction).

By making a booking for a consultation on our Website or in the Clinic, you consent to us performing any reasonable security, credit, and other checks including by transmitting details about you to or from third parties to verify the information provided.

### **Cancellation of consultation**

Absent unavoidable client illness or emergency, we require a minimum 48-hours' notice in respect of cancellation of a consultation or you will need to pay 50% of the consultation fee for the proposed Services. For initial fertility appointments (2 hours long), we require one week's notice for cancellation. If you fail to attend a consultation without suffering an unavoidable client illness or emergency, you are liable to pay the full consultation fee. We reserve the right to request reasonable verification (including relevant documentation such as a medical certificate) in respect of the unavoidable illness or emergency for the second or subsequent cancellation of bookings, which you agree to provide. We also reserve the right to deny any request for a consultation at any time including based on your failure to attend and/or pay for previous consultations and/or missed consultations.

If a payment cannot be processed at any time, you will be notified. You will then need to contact the card issuer or payment processor and endeavour to resolve the issue directly. You will be solely liable for any fees and/or charges incurred in respect of the failed transaction. If we do not receive the authorisation that your payment has been processed, we may cancel the relevant consultation and/or future booked consultations (at our sole discretion).

### **Refunds**

We do not offer refunds for booked consultations for our Services because you change your mind (with the exception of the initial 2 hours fertility consultation where we take a deposit that is refunded if cancelled with at least one week's notice to us). We will only offer a refund for a booked consultation in circumstances where we cannot provide the Services at the agreed (booked) consultation time or an alternative time that is mutually convenient and acceptable to you and us (subject to our obligations pursuant to the Australian Consumer Law – dealt with below).

### **Australian Consumer Law**

Nothing in our Payment, Cancellation and Refund Policy restricts your ability to make a claim which may be available to you for any failure to comply with a guarantee under the Australian Consumer Law (**ACL**). We encourage you to learn more about your rights and the consumer guarantees in respect of the ACL on the ACCC website:

<https://www.accc.gov.au/consumers/consumer-rights-guarantees/consumer-guarantees>

### **Consultation Fee (and related matters)**

- The fee payable for Services will be the fee in effect at the time your consultation booking is made and will be set out in the Confirmation Email or confirmed in the Clinic.
- If you make additional or separate consultation bookings after receiving the Confirmation Email or confirming your booking in the Clinic these will be separate transactions (requiring separate payment) and you may incur additional third party processor fees.
- Our fees are in Australian Dollars, unless otherwise specified.
- If you are located outside of Australia, any and all government fees, duties, bank fees/charges and/or other third party costs (including third party processor costs) which are imposed on your payment and/or for the provision of the Services are your sole responsibility.

### **Product recommendations, prescriptions and commissions**

We stock complementary medicines in our Clinic and may prescribe or recommend these to you as part of our treatment recommendations during a consultation in respect of our Services. Payment for these complementary medicines will be required at the conclusion of the consultation and prior to the goods transferring to you and leaving our Clinic. If the

relevant consultation was online, we can forward the relevant complementary medicines to you by post or courier upon receipt of full payment from you (including any courier/postage costs).

On occasion, we may prescribe or recommend certain complementary medicines to you as part of our treatment recommendations that we do not directly stock. If so, we may recommend one or more reputable and verified third party product providers/suppliers to assist you to directly source some or all of the relevant complementary medicines. If so, we may receive a commission/payment for recommending that you source the recommended/prescribed complementary medicines from one or more third party product providers/suppliers (generally, at no additional cost to you).

## **PART C: General Terms and Conditions (and Website Terms of Use/Access)**

### **Changes to Terms and Conditions**

We may amend these Terms and Conditions from time to time with or without further notice to you and without giving you any explanation or justification for such change. Amendments will be effective immediately upon being published on this Website. You should check this page regularly to ensure you are aware of our current Terms and Conditions. Your continued use of this Website constitutes your acceptance to these Terms and Conditions, including any amended terms and conditions as and when they are published on this Website.

### **Unavailability of Website**

Access to this Website is permitted on a temporary basis. We will not be liable if, for any reason, this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website for business or operational reasons.

### **What you must not do on our Website**

You may only use this Website for lawful purposes and in accordance with these Terms and Conditions. You must not misuse this Website and you agree that you will not:

- reproduce, distribute, re-transmit, re-post to any other website or platform, or "frame" on any other website, the Website or the materials contained in the Website, or link to our Website in a way that damages or disparages us or implies that you are associated, connected, affiliated with, endorsed or approved of by us, when we have not agreed to you doing so, or otherwise in a manner that infringes our rights (including intellectual property rights) and/or is contrary to law;
- corrupt or disrupt any data or knowingly send a virus or other disabling features including using trojan horses, or programming routines that may damage our Website;
- infringe any other person's proprietary rights;
- annoy, harass, disparage or defame other users, or send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
- attempt to affect the performance or functionality of any computer facilities of, or accessed through, this Website.

### **Cookies**

Cookies are described as information that is sent to your computer from a website for the purposes of record-keeping. While most browsers will accept cookies, you do not have to (and you may be able to opt out of cookies by amending your browser accordingly). Acceptance of cookies may increase the user experience on a website. Cookies do not identify you personally but may identify your browser. We may use cookies to try and improve our Website and the user experience. By using our Website, you consent to our cookies (unless you opt out) in accordance with our Privacy Policy.

### **Linked sites**

Our Website may contain links to other websites (**Linked Site/s**), which are not operated by us. We do not control any Linked Site/s and we are not responsible for the information or content on any Linked Site/s. The existence of a link to

other sites does not imply any endorsement, connection, affiliation with or approval by us of the contents of the linked site. You must decide if the Linked Site/s is/are suitable for you and accept all risk associated with those Linked Site/s.

## **Linking to this Website**

If you wish to establish a link to this Website, you must first seek our approval. If we agree to your proposed link, you must comply with any terms and conditions imposed by us as a condition of such agreement.

## **User Content**

Unless you tell us otherwise, we will assume that any material you post, upload, publish, submit or transmit to us on or via the Website and/or via any other platform including social media platforms (**User Content**) is not confidential or proprietary in nature.

This includes any data, reviews, questions, comments, suggestions, ideas, commentary or other information or content. You allow us to use any User Content that you submit for any purpose without compensation to you, including the right to reproduce, copy, adapt or change the User Content.

Where you submit any material (including User Content) to us, you warrant that you are authorised to provide the material, that the material is not fake, false, obscene, disparaging or defamatory, does not infringe any third party intellectual property rights or confidential information or the rights of any person or corporation, and is not unlawful in either Australia or any other country where the material is or will be available electronically to users of this Website.

- Licence to Use User Content (and Moral Rights)

By uploading or posting any User Content to the Website, you warrant you are authorised to, and do, grant us a perpetual, non-exclusive and payment-free (royalty-free) licence throughout the world to:

- (a) reproduce, use, modify, publish, sub-licence to others and otherwise exploit the User Content; and
- (b) modify or remove any part of the User Content at any time.

Moral rights are personal rights afforded to creators of copyright works. Further details are set out in the *Copyright Act 1968*. You also consent to the infringement of your moral rights in respect of the User Content.

- Limit of liability for User Content

We reserve the right to remove any User Content at any time for any reason including if it breaches these Terms and Conditions.

We are not responsible for any loss you or any third party may suffer as a direct or indirect result of uploading User Content. This includes if we remove any of your User Content from this Website.

## **Intellectual property**

Unless we state otherwise, we own all right, title and interest in or validly licence all intellectual property rights on our Website. Your use of our Website, purchase of products (including via third party providers/suppliers that we recommend) and/or submission of personal information to us does not transfer any of these rights to you. The Website content is protected by intellectual property laws and treaties around the world. All such rights are reserved by us and/or our licensors.

You may store, print, and display the content supplied solely for your own personal and non-commercial use. However, you are not allowed to publish, sell, licence or reproduce, in any format, any of the content supplied to you or which appears on this Website, and you may not use any content for any business or commercial purposes or for any financial gain unless we agree (in writing).

## **Disclaimers - Website**

In addition to our Medical Disclaimer, you use and access our Website at your own risk. To the maximum extent allowed by law, we make no representations or warranties about our Website or the content of the Website (including any information) including:

- The content supplied by this Website is provided on an “as is” and “as available” basis and is provided for educational and informational purposes only. It is not and should not be construed as medical advice or an alternative to medical advice.
- We make no representation about the accuracy, reliability, adequacy, completeness or timeliness of the content or that it is suitable or appropriate for any particular purpose.
- We cannot guarantee that our Website will be secure or that it will not be subject to cyberattacks, hacking or other adverse online/cyber incidents; and
- We cannot guarantee that access will be uninterrupted, error-free or virus-free.

## **Warranties - Website**

We do not warrant that our Website (including any relevant or related software or apps) will be virus free, operate without interruption, be free of errors, be free from hacking and/or cyberattacks and/or provide a minimum level of performance.

You accept all risk for use of our Website (including any material or information on or accessible through our Website) and accept all responsibility for loss, costs, damage and other consequences as a direct or indirect consequence of your access to and/or use of the Website. You release us (including but not limited to our directors, officers, employees, agents, contractors and affiliates) from any loss or damage (including any indirect, special or consequential loss or damage) suffered from the access to, use and/or reliance on any information, content or materials on or accessible through our Website.

## **Liability**

To the maximum extent allowed by law, we exclude any liability suffered by you or any third party in connection with your use of our Website or any of its information, content or materials and/or any loss or corruption of data.

To the maximum extent permitted by law, under no circumstances will we be responsible for any consequential or indirect loss suffered by you or any third party in connection with the Website, our Services (and/or any associated products) or these Terms and Conditions.

Certain laws such as the ACL referred to above contain guarantees that protect the purchasers of goods and services in certain circumstances (“**non-excludable consumer guarantees**”). Nothing in these Terms and Conditions including in our Payment, Fee, Cancellation and Refund Policy alters any protection available to you under the ACL.

Our liability to you under or in connection with these Terms and Conditions or a breach of any non-excludable consumer guarantee is limited, at our option, to re-performing the Services or the cost of performing the affected part of the Services again. Where the ACL applies and there is a major failure in the Services (or goods), we will provide you with another remedy as required by the ACL.

## **Release and Indemnity**

To the maximum extent allowed by law, you agree to release and indemnify (and keep us indemnified), defend and hold us harmless for any loss or damage you cause us arising out of or relating to your breach of or failure to comply with these Terms and Conditions, your breach of applicable laws and/or your use of the Website.

To the maximum extent allowed by law, you agree to release and indemnify (and keep us indemnified), defend and hold us harmless from and against all losses, damages, costs and expenses suffered by you and all third party claims, liability losses, damages, costs or expenses arising out of or relating to your breach of or failure to comply with these Terms and Conditions, your breach of applicable laws or your use of the Website or any products.

## **Termination**

We may terminate this agreement at any time on notice to you. All disclaimers, warranties, indemnities and limitations of liability will survive termination. We may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and we have no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

## Dispute Resolution

In the event of a dispute between you and us for any reason, both parties agree to engage directly in good faith negotiations to determine a suitable outcome in respect of any dispute. If the dispute cannot be resolved amicably between the parties, both parties agree to engage a suitably qualified mediator to assist in reaching a reasonable settlement of the dispute. The costs of a dispute will be carried by each party other than the costs of any mediator which will be shared equally between the parties. Both parties agree that any dispute and/or settlement (including the negotiations pre-settlement) will be and always remain confidential and will include a non-disparagement clause.

[If your professional association offers dispute resolution/complaints process/procedure, it could be briefly included here]

## Other Terms

- We have the right, in our absolute discretion, to amend, remove or vary any page (and/or information contained within a page) of this Website at any time and without notice.
- These Terms and Conditions (including any changes or amendments of the Terms and Conditions from time to time) form the entire agreement between you and us and supersedes any previous written and/or oral agreements/contracts between you and us.
- A term or part of a term of these Terms and Conditions that is illegal or unenforceable may be severed from the Terms and Conditions and the remaining terms or parts of the terms under the Terms and Conditions continue in force.
- In the event of a dispute between you and us for any reason, you agree to cooperate in good faith with us in respect of any complaint, investigation, mediation or litigation that may arise as a result of any Services provided to you (including any outcome or result that occurs due to you following any recommendations made by us during or after any consultation) at your own expense.
- We are not liable in anyway whatsoever by reason of failure in the performance of our obligations in these Terms and Conditions by reason of any acts of God, warfare, strikes, plagues, pandemics, governmental action, third party technology failure, blackout, fire, storm, cyberattacks, hacking or explosion or any other cause (including lightning, fire and/or flood or other adverse weather events) which is beyond our reasonable control.
- These Terms and Conditions are governed by the laws of Western Australia, Australia. The parties (you and us) submit to the non-exclusive jurisdiction of the courts and tribunals of that state.

## Questions

For any questions about these Terms and Conditions, please contact us at:

Anna Sangster at PHF – [anna@phf.healthcare](mailto:anna@phf.healthcare)

*These Terms and Conditions were last updated on 6 September 2023.*