



## **Terms and Conditions Recovery Therapies**

### COPYRIGHT

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### CLINIC TERMS AND CONDITIONS

Please read through the terms and conditions on our website before registering. When signing up as a client of PAUSA Recovery Clinic Fraser Coast, you agree to the terms and conditions as laid out in clinic and on our website.

- Please arrive at least 10 minutes before your scheduled PAUSA Recovery Clinic Fraser Coast treatments.
- Please check in with our team when you arrive.
- PAUSA Recovery Clinic Fraser Coast is not responsible for the safekeeping of your belongings.
- Bookings are to be made via the website or phone.
- PAUSA Recovery Clinic Fraser Coast is not liable to refund, transfer or offer compensation of any kind for appointments that are late, changed or cancelled for any reason.
- You acknowledge that there is a risk of personal injury, property loss or death. PAUSA Recovery Clinic Fraser Coast is in no way liable for any injury, loss of property or death resulting from attending our clinic.
- PAUSA Recovery Clinic Fraser Coast is not liable for health claims or benefits discussed on websites or social media.
- By booking into a PAUSA Recovery Clinic Fraser Coast treatment, you automatically agree to the above terms & conditions.

### GENERAL CONDITIONS

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without written permission by us.

### PRICING

All prices are quoted in Australian Dollars (\$AUD) and all transactions are processed in Australian Dollars (\$AUD).

Prices, products and offers include GST.

Prices are subject to change without notice.

Sale items are only available at the lower price during the sale period.

Prices may increase from time to time to reflect increases in cost and benefits.

PAUSA Recovery Clinic Fraser Coast does not offer refunds, transfers, suspensions or extensions on services, or treatments for change of mind, injury, illness, change of address or any other reason.

All passes and memberships are non-transferable.

### INTRODUCTORY OFFERS

PAUSA Recovery Clinic Fraser Coast Introductory Offers are available to new clients only.

You can purchase an intro offer in clinic. This is a one-time offer per client. Your intro offer will automatically be credited to your account.

### DIRECT DEBIT MEMBERSHIPS

Refer to Direct Debit Membership Agreements Term's & Condition's.

### GIFT VOUCHERS

Gift Cards can be used for any PAUSA Recovery Clinic Fraser Coast therapies or services. Gift Cards may be purchased in the clinic. Gift Cards are not redeemable for cash. Valid automatically for 12 months from the date of first use. Gift Cards are non-transferable.

PAUSA Recovery Clinic Fraser Coast does not offer refunds, transfers, suspensions or extensions on Gift Cards for change of mind, injury, illness, change of address or any other reason. All cases will be individually assessed.

### PAUSA RECOVERY CLINIC FRASER COAST THERAPY PACKS

Treatment 5 and 10 packs are valid for 12 months after first visit.

Any non-cancellations and no shows will result in forfeiting that visit.

## ACCURACY, COMPLETENESS, TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products, services and therapies are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

## ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate

based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

#### DISCLAIMER OF LIMITATION OF LIABILITY

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You agree that your use of, or inability to use, the service is at your own risk. The service and all products and services delivered to you through the service are (except as stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall PAUSA Recovery Clinic Fraser Coast Recovery, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

#### INDEMNIFICATION

You agree to indemnify, defend and hold harmless PAUSA Recovery Clinic Fraser Coast, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## SERVICEABILITY

In the event that any provision of these Terms of Service is determined to be unlawful or void, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination, and/or accordingly may deny you access to our Services (or any part thereof).

## ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.