

Performance in Health - Terms of Service

Last updated: April 2020

Please read the following Terms of Service carefully as they govern your use of this Website. By accessing the Performance in Health Website, you agree to these Terms of Service.

1. Application

Performance in Health (ABN 90 452 613 287) is a complementary health care service owned and operated by Tanya Edwards. Your rights to use the Performance in Health Services (the “**Service**”) are set out in these Terms of Service (“**Terms of Service**”) and our Privacy Policy (“**Privacy Policy**”).

In these Terms of Service the terms "we", "us", and “our” refers to the Performance in Health.

“**Website**” means the whole or any part of the web pages located at www.performanceinhealth.com.au and includes the layout, individual design elements, underlying code elements and any text, sounds, videos, graphics, animated elements or other content contained on our Website.

Our terms of Service and our Privacy Policy are collectively referred to as the Agreement (“**Agreement**”).

We may change these Terms of Service at any time without notice. Any amendment will be effective immediately. Your continued use of this Website after any amendment constitutes an agreement by you to comply with, and be bound by, the amended Terms of Service. Accordingly, you should access and read the Terms of Service from time to time for changes.

IMPORTANT: By accessing or otherwise using the service, including accessing, browsing, posting on and downloading any materials, you acknowledge and agree to be bound by this agreement and agree to access or otherwise use the Service in accordance with this agreement.

If you do not accept and agree to be legally bound by and comply with the Agreement, you are not permitted to access or otherwise use the Service.

You acknowledge that the Performance in Health Website has been established to provide information about seeking and accessing support after a suicide attempt and it is not intended to be a substitute for professional medical advice, diagnosis or treatment. You should not disregard professional medical advice, or delay seeking it, because of any information contained on our Website.

If you need urgent help or you want to talk to someone immediately, please head to our emergency contacts page.

1. Ability to Accept Terms of Service

- provide relevant information (including personal information) to enable Performance in Health to provide you with the service you have requested;
- provide Performance in Health with up to date contact details.

Performance in Health may, in its discretion, access, monitor and review content or material which you submit to the Performance in Health Website. You grant Performance in Health a perpetual royalty free, non-exclusive, irrevocable, worldwide licence (with a right to sublicense to our authorised nominees) to use, modify, copy, distribute, transmit, reproduce, publish, display and broadcast the material you have submitted or posted on the Performance in Health Website including in any promotional or communication activities Performance in Health conducts in Australia or overseas.

If you have a complaint about any of the content that may be published on our Website, you should contact us.

2. Performance in Health Service

To the extent permitted by law, Performance in Health has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. Performance in Health will not and cannot censor or edit the content of any third party website. By using the Service, you expressly acknowledge and agree that we may be liable to you or anyone else for any loss or damage, however caused (and whether direct, indirect, consequential or economic) which may be directly or indirectly suffered in connection with use of our Website or websites or applications of third parties which are accessible from our Website .

This general disclaimer is not restricted or modified by any of the following specific warnings and disclaimers.

3. Privacy

You should ensure that you read our Privacy Policy.

We will process all Personal Data supplied by you according to our Privacy Policy.

Our Privacy Policy forms part of this Agreement. Accordingly, you must comply with your obligations in the Privacy Policy.

4. Indemnity

You agree to defend, indemnify and keep indemnified, Performance in Health and its respective employees, agents, representatives, contractors and licensees against any and all claims, demands, obligations, losses, liabilities, costs (including legal fees) or damages incurred and suffered from the use of and access to the Service, including (without limitation) as a result of any:

- a) breach of this Agreement (including, for the avoidance of any doubt, the Privacy Policy);
- b) violation of any Intellectual Property or other rights of a third party, or privacy right; or
- c) your access or use of the Service, and/ or Personal Data posted by you through or at the Service.

This Indemnity clause will survive this Agreement and your use of the Service.

5. Specific warnings and disclaimers

Performance in Health makes no representation or warranty as to the reliability, accuracy or completeness of the information contained on our Website, or that your use of our Website will be uninterrupted or error free.

You should not act on the basis of anything contained on our Website without first obtaining professional advice specific to your circumstances. Never disregard professional mental health or medical advice or delay the seeking of treatment because of something you have seen on our Website. You must make your own assessment of the information contained on our Website and, if you choose to rely on it, it is wholly at your own risk.

We are not liable to you or anyone else if interference with or damage to your computer system occurs in connection with your use of our Website or a third-party website. You must take your own precautions to ensure that whatever you select for your use from our Website is free of viruses or anything else that may interfere with or damage the operations of your computer system.

We may, from time to time, change or add to our Website without notice. However, we do not undertake to keep our Website updated and we will not be liable to you or anyone else if errors occur in the information on this Website or if that information is not up to date.

To the fullest extent permitted by law, Performance in Health exclude all warranties, representations, implied terms and guarantees about the currency, accuracy, completeness, suitability, functionality or reliability of the Performance in Health Website, including any materials and resources provided on our Website.

6. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia and the parties submit to the exclusive jurisdiction of the New South Wales courts for any matter arising under or relating to this Agreement.

7. Validity

Nothing in this Agreement shall be construed as excluding or overriding any mandatory terms imposed under any legislation applicable to this Agreement or its performance.

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or removed to the minimum extent necessary so that this Agreement shall otherwise remain in full effect.

8. Amendments to this Agreement

This Agreement may be amended or replaced from time to time, with or without prior notice to Users, by posting an updated Agreement. Any updated Agreement becomes effective as soon as it is posted. Your use of the Service following any amendment constitutes your acceptance of any updated Agreement. If you do not agree to any updated Agreement you must not use the Service.

9. Prohibited Activities

You must not submit, post or upload any material to the Performance in Health Website which:

- a) is inappropriate, offensive or contrary to any applicable laws or standards, including, without limitation, material which:
 - i. is obscene or indecent, depicts violence, sexual activity or pornography;
 - ii. contains instructions in drug use;
 - iii. instructs or encourages criminal activity; or
 - iv. defames, harasses, menaces, threatens, abuses, offends or embarrasses any person;
- b) infringes the copyright, moral rights, confidentiality rights or intellectual property rights of any person, for example, by reproducing songs, poems, articles, logos, trademarks, pictures, photos, music or other material that is not owned by you (or which you do not have a licence to reproduce on the site);
- c) infringes any of our rights or the rights of any third person including privacy rights;
- d) breaches any laws, regulations, standards or codes as enacted, modified or updated from time to time;
- e) impersonates any person or suggests a connection to a group or organisation which is misleading;
- f) advocates the use of force or violence towards any person;
- g) encourages, endorses, approves or recommends the performance of dangerous or illegal acts including suicide or self-harm; or
- h) contains a virus or other code that has harmful or destructive properties.

10. Copyright

Users of our Website have access to and may download available materials and resources for personal use only. All intellectual property rights in materials and resources provided on the Performance in Health Website are owned by Performance in Health or its affiliates or licensors.

You must not do anything with the materials and resources, that is not expressly authorised by these Terms of Service. Without limitation, you must not modify, adapt, sell, or use the materials and resources for a commercial purpose (such as charging third parties for access to the materials and resources) without the prior consent of Performance in Health.

You acknowledge that Performance in Health is not a counselling service. The content of the Performance in Health Website including the materials and resources is intended for information purposes only. The Performance in Health Website, materials and resources are not intended to be suitable for professional medical advice, diagnosis, or treatment.

11. Trade Marks

All trade names, trade marks, service names, and logos displayed on our Website are proprietary to their respective owners and are protected by applicable trade mark and copyright laws. These Marks may be our registered or unregistered Marks or may belong to others and are used on our Website with permission of the relevant owner.

You will not attempt to decipher, disassemble, reverse engineer or modify any of the software, coding or information comprised in the Service; nor will you post to the Service any material which infringes any intellectual property rights of any third party.

You are not permitted to copy, share or distribute e-courses or content produced by Performance in Health and available through our Website.

By using the Service, you confirm that any Content and Personal Data you submit or post to the Service will not infringe any other person's Intellectual Property Rights or any law.

12. Third-party Websites

Any links to third-party sites or applications are provided for your convenience only. If you access a third-party website or application from the Performance in Health Website, you do so at your own risk. The inclusion of a third-party website should not be interpreted as any endorsement, approval, recommendation or preference by us of the owners or operators of the third-party website, or for any information, product or service referred to on third-party website.

You understand that these Terms of Service do not apply to your use of such third-party sites or applications.

You acknowledge and agree that Performance in Health is not responsible or liable for your use of any third-party website, application, service or content.

We are not responsible for the privacy practices of any third-party social media or other service providers that you can access through our Website.

13. Your visit to our Website

When you access our Website, we may send a "cookie" (a small summary file containing a unique ID number) to your computer or internet enabled device. We may collect your personal information through the use of cookies.

We use cookies to:

- Recognise your computer or internet enabled device
- Greet you each time you visit our website
- Keep track of services you view
- With your consent, send you news about viewed services
- Measure traffic and engagement patterns, to evaluate our website visitor's habits
- Identify and continually improve our services, programs, content and resources
- If you do not wish to receive cookies, you can set your browser so that your computer does not accept them

All of the information we collect is aggregated and cannot be used to identify you individually. This information is used to evaluate website usage in order to maintain its effectiveness.

We do not collect this information for any type of online advertising.

14. Specific Disclaimer

This disclaimer relates to my naturopathic consultations.

14.1 My Responsibility

I hold a Bachelor of Health Science (Naturopathy) from the Australasian College of Natural Therapies in connection with Torrens University Australia and an Advanced Diploma of Naturopathy. This is a rigorous, four year science degree which teaches a comprehensive understanding of anatomy, physiology, biochemistry, pathophysiology, pharmacology, herbal and nutritional medicine. I am a full member of Australian Traditional-Medicine Society (ATMS). These memberships require me to complete at least 20 hours of professional development each year to ensure I am updating my skills and remain abreast of the latest scientific research.

14.2 Problems

As a naturopath, I am dedicated to enhancing your whole health and wellbeing. However, there are times when the services you need for healing are outside of my scope of practice. In these cases I will refer you to a suitable practitioner, such as a GP, counsellor, psychologist, massage therapist, physiotherapist or osteopath.

14.3 Suitability

My naturopathic services are for people who are interested in improving their health and are motivated to make changes to their lifestyle and diet. I work with clients to make small, incremental and sustainable changes to their diet and lifestyle, and we can move as slowly as the client likes. But if you are not ready for change, or have significant emotional challenges which are affecting your ability to enact change, I am happy to help you identify and accept this is where you are at and recommend another practitioner who can help you work through this.

14.4 Your Responsibility

I will always strive to provide you with the best naturopathic care possible. However, if you do not provide me with accurate information about your health, I may not be able to offer you the most appropriate treatment for your condition and therefore you may not see the results you desire. You must provide me with full and accurate information about your diagnosed medical conditions, medications or supplements, known allergies and intolerances, so I can ensure safety of treatment and check for pharmacological interactions with any herbs or nutrients I prescribe.

15. Payment Terms

15.1 Forms of Payment

Payment can be made at the time of booking or at the end of your consultation. If you make a booking through my website you will be prompted to pay in advance. I accept payment via cash or credit card for payments due during the consultation. In some cases, I may accept payment via direct bank deposit.

15.2 Security Policy

If you pay for your consultation in advance through my booking system (Cliniko) and enter your credit card details for payment, Cliniko will store your card details. This is Cliniko's [privacy policy](#).

15.3 Currency and GST

All amounts quoted and charged are in Australian dollars. I am registered for GST and therefore GST is charged on dispensary items I prescribe.

16. Returns Policy

Payment is required via credit card or cash either at the point of booking, or at the end of each consultation (see Payment Terms above). At your request, I can issue you a Tax Invoice/Receipt via email after the consultation. There is no refund for change of mind, but if you are unhappy with the consultation or it has not met your expectations, then please contact me to discuss.

17. Social media

We have a number of social media accounts, which currently includes Facebook, Twitter, Instagram and LinkedIn. All content on our social media pages is subject to individual terms of use as outlined by each social media provider.

By interacting with our social media pages, you agree to be bound by the terms of use of the relevant social media provider.

18. Contact us

If you have any questions or comments about this Agreement, including our Terms of Service and Privacy Policy, please write to us at:

Performance in Health

Email: tanya@performanceinhealth.com.au

Phone: (02) 8004 5521

Please provide sufficient detail about the information in question to help us locate it.