

## TERMS AND CONDITIONS

### CONSENT

At Yates Physiotherapy we provide excellent clinical care and customer service whilst valuing your human rights. We do not discriminate against any of our clients and we are committed to providing respectful care to each of our clients.

#### YATES PHYSIOTHERAPY - Practice Policy

At Yates Physiotherapy, our goal is to deliver an exceptionally caring and prompt, professional service providing you with the best in physiotherapy care. Our experience tells us that there are some key areas we need to focus on to ensure that you receive the greatest benefit from our services.

#### Your Commitment to Us

In order for us to achieve the best possible outcome for you we ask that you read our Terms and Conditions. These Terms and Conditions will enable you to clarify and understand our service, which will ensure that we are always on the same page. The information that you provide to us, objectives, our physiotherapy examinations and goals that we will help you determine, will form the basis of our professional recommendations. You acknowledge that it is essential that you follow our advice and avoid situations that may aggravate your condition.

#### Our Commitment to You

We acknowledge that the outcome of any treatment can vary and be impacted by different variables. If you follow our advice and any further opinions following from reviews, then we are confident that we can help you to achieve the best result possible.

#### Consent to Treatment

You hereby give consent for our therapists to perform the examinations, manipulations, therapy, rehabilitation and medical diagnostic procedures necessary to help your condition or injury. All of our therapists will do so in accordance with their professional training, the information they have been provided in relation to your condition or injury and their understanding of your condition or injury. You acknowledge and understand that you may be treated by different therapists at Yates Physiotherapy during the term of your treatment. You understand that before any treatment is rendered you have the opportunity to discuss the process, nature and purpose of the treatment.

#### Physical Contact

During the examination, assessment and treatment it may be necessary for your physiotherapist to make physical contact. Your physiotherapist will ask your permission before making physical contact in any way. Wherever possible, contact will be made using a towel or other forms of screening. Physical contact requires your express consent. You may withdraw consent at any time at which point, all physical contact will cease immediately. Please inform your physiotherapist if you feel uncomfortable at any time.

#### Questions of a personal nature

Your physiotherapist may ask personal questions relating to your injury and how your injury impacts on your 'activities of daily living'. The more information you provide, the more likely it is that the physiotherapist can provide an effective treatment. It is your choice as to what information you choose to provide. If you feel uncomfortable with a particular question or group of questions, please let the physiotherapist know and they will cease questioning.

#### Mobile phone

Out of respect for others, please turn off your mobile phone.

#### Accounts and Billing

The methods of payment that we accept are cash, EFTPOS and credit cards.

#### Financial Arrangements

Fees for private patients are due at the time of service. HICAPS and EFTPOS facilities are available for automatic claiming through your private health fund. WorkCover, 3rd Party Insurance and DVA patient accounts will be sent directly to the appropriate body, once liability is confirmed. Not all insurers reimburse the full amount of the fee charged and therefore you will be liable for any gap payment. You are a private patient unless we have confirmation of liability from an insurer.

#### Appointment Scheduling/Missed Appointments

Your therapist has decided on the best plan for your injury and it will heal best when you keep to this schedule. To receive the most out of your care and to save time, please schedule your appointments in advance. Missed appointments will set you back in your recovery, so we ask that wherever possible you keep all your appointments. If an appointment must be changed, 24 hours notice is required. All missed appointments or cancellations made within 24 hours of the scheduled appointment will be charged the full consult fee.

#### Group Classes

All group class packages have a 12 month expiry date from the date of purchase. If covered by your private health fund then group classes may be claimable under your private health fund once you have attended the class. Once group class packages have commenced they will be non-refundable, or transferable for other products or services.

#### Marketing and Communications

Yates Physiotherapy may occasionally send you information by post, email, telephone calls or SMS. There are a variety of reasons that we may contact you including:

- The administration and processing of accounts
- Information in relation to our services and benefits available to clients
- Notifications of promotions and events
- Appointment reminders and follow ups
- Promotional and marketing material in relation to our products and services
- Market research or surveys to improve our products and services

Please advise the staff at Yates Physiotherapy if you do not wish to receive any of our communications or appointment reminders, or 'unsubscribe' by following the instructions provided in the communication.

#### Risks related to treatment

As with all forms of treatment, there are risks and benefits. The physiotherapist will discuss any foreseeable risks with you prior to administering treatment. In some cases, the physiotherapist may ask you to read information related to a particular treatment and they may request that you sign a further consent form. This is to ensure that you fully understand any risks involved. You may withdraw your consent at any time even if you have previously signed a consent form.

You acknowledge and accept the following:

- That the physiotherapy and related treatments are of a physical nature

- That there may be adverse risks associated with treatment. Such risks include stiffness and soreness, soft tissue injury, neurological complications, cerebrovascular injuries, skin irritations, burns and other minor complications.
- Screening procedures can help to lower the probability of risk. In the event that the risk of physiotherapy is considered to be high then there are other treatment options available including medication, medical care, hospitalisation and surgery.
- Remaining untreated has potential risks including the formation of adhesions, scar tissue and other degenerative changes that can further reduce skeletal mobility, and induce chronic pain cycles
- Delaying treatment is likely to lead to further complications of the condition and may increase the difficulty in rehabilitation
- You may receive our services without a medical or other referral. In the event that you do receive a referral, please provide the referral to your treating physiotherapist in order to enable you to obtain appropriate treatment.

#### Confidentiality

We agree to keep all of your information confidential and not to use the confidential information that we are provided for any purpose other than that of which it was disclosed.

The recipient of your confidential information may disclose it to its assistants and other employees of Yates Physiotherapy for the sole purpose of assisting you for purposes related to your treatment (or for a purpose that would be reasonably expected) - such reasons include billing, the management of accounts, business planning and development.

The obligations of confidentiality in this clause do not apply to the extent that disclosure is required by the law or the rules of the stock exchange, a direction by Government Agency, or disclosure to professional advisors in connection with the supply of this service.

#### Consent to Obtain and Release Information

You acknowledge that we may need to provide information to other medical practitioners, treating practitioners, rehabilitation consultants, case managers and employers in relation to your injury.

By signing these Terms and Conditions you give permission for representatives of Yates Physiotherapy to provide those deemed necessary by Yates Physiotherapy with information in relation to your injuries and your medical history.

#### Exclusion of Liability

The Practice Director and employees of this Practice will not be liable for, nor shall they accept any responsibility for any injury, loss or damage howsoever sustained by any person or persons arising out of any of the treatments or procedures delivered in this Practice or in any way whatsoever which does not arise from any negligent act or omission of the Practice Director and employees.

#### Governing Law

These terms and conditions are governed by the law of South Australia and the parties agree to submit to the jurisdiction of the Courts of South Australia.

#### Dispute Resolution

Yates Physiotherapy shall co-operate to promptly investigate any queries or disputes that you have in relation to the accuracy of bills, invoices and amounts payable pursuant to these terms and conditions.

In the event that you wish to dispute a bill, you must contact Yates Physiotherapy within 21 days of receipt of the relevant invoice.

In disputing a bill, you must provide Yates Physiotherapy with sufficient information to identify the invoice and the reasons for your dispute.

If you do not notify Yates Physiotherapy within the time frame set out in this clause then you will be deemed to have waived your right to dispute the relevant invoice.