

TotalFusion Spa Terms and Conditions

1. Our Commitment to You

- 1.1 In alignment with our mission at TotalFusion, we've created an innovative service that focuses on helping people optimize their health. We fuse both holistic and integrative health practices with ancestral wisdom and modern science to provide a comprehensive and tailored approach to health and well-being. We are focused on moving the universal model of 'reactive care' to focus on preventative healthcare, which helps build emotional/physical resilience and empowers people to reach their full potential.
- 1.2 In creating a safe and welcoming environment, we're committed to providing respectful care that in no way discriminates against age, gender, ethnicity, beliefs, sexual preference or health status.
- 1.3 We acknowledge that you have the right to see the therapist of your choice, obtain a second opinion and refuse a treatment. Please see our administration staff if you would like to provide feedback or make a complaint.

2. Your Commitment to Us

- 2.1 In order to achieve outstanding treatment results, we require an equal commitment from you. Take the time to read all our Terms and Conditions as clarity, communication and understanding will ensure that we're always on the same page and achieving the best outcome possible.
- 2.2 It is important to understand our Terms and Conditions and for you to acknowledge that ultimately, it is your responsibility to follow our advice and avoid situations that may aggravate your condition. We acknowledge an infinite number of variables can impact on the outcomes of any treatment program.

3. Cancellations

- 3.1 It is expected that if you cannot keep an appointment with us, that notice is given as soon as possible by calling the practice and leaving a message if after hours.
- 3.2 If less than twenty-four (24) hours' notice is given, the full fee will apply.
- 3.3 This relates to all clients irrespective of their method of funding (i.e. Workers' Compensation, Transport Accidents, etc).
 - a. In the case of compensable clients who have been permitted to bulk bill their appointment fees, cancellations must be paid separately by themselves and cannot be bulk billed.

4. Late and Missed Appointments

- 4.1 Late or missed appointments exclude others from receiving treatment and inconvenience both the therapists/ practitioners and other clients waiting.
- 4.2 If you arrive late to an appointment, but within your appointed time slot, you may receive a shorter appointment to not inconvenience other clients waiting, at the cost of your regular appointment fee.

- 4.3 If you either arrive after or entirely miss an appointment, you will be charged the fee in full.

5. Accounts and Billing

- 5.1 Please refer to our most recent schedule of fees for an outline of the services we offer and their associated prices.
- 5.2 It is expected that all fees are paid in full at the time of the appointment.
- 5.3 We accept EFTPOS, credit cards and offer electronic health rebates (via Tyro) for your convenience. Full payment is required on the day of the appointment.
- 5.4 Health Insurance rebates (electronic or otherwise) can only be claimed after the service has been received. In the instance of purchasing treatment packages, rebates will only be available once the treatment service has been completed.
- 5.5 There is no refund available on the purchase of any personal or healthcare items if you change your mind. If the item has a problem we will either refund or exchange the item for you. Please keep your proof of purchase.
- 5.6 Those who feel they cannot comply with our very strict billing methods, or wish to be given special consideration, please feel welcome to put your request in writing and address it to the Club General Manager.
- 5.7 Please understand that our strict billing methods allow equality of service to all clients and serve to raise the already high standard of care we can offer you.

6. Privacy Policy Summary Statement

- 6.1 This practice is committed to protecting your privacy and this information is only disclosed to other members of your medical team where necessary.
- 6.2 The personal and health information you provide during your consultation and subsequent treatment will be collected for the primary purpose of providing high quality health care.
- 6.3 Where required by law, your personal information will be disclosed.
- 6.4 We use SMS and/or email communication to keep you up to date with the status of your appointment through a secured messaging system.
- 6.5 From time to time, we may send you information regarding happenings at your local practice via several possible ways including email, telephone call or SMS. Reasons we may contact you include:
- a. To administer accounts and process payments.
 - b. To communicate with you regarding any issues affecting your treatment.
 - c. Provide information on services and benefits available to Clients.
 - d. To notify Clients of promotions and events.

- e. For research purposes, case conferences, in study groups and at seminars (please note in these instances, all personal information will be de-identified).
- f. Appointment Reminders.
- g. Appointment Follow Ups.
- h. Marketing and promotional material about new products, services or special offers.
- i. Periodic Newsletters.
- j. Practice Updates.
- k. To provide you with information about the current and future benefits of being a TotalFusion client.
- l. Market research or surveys to improve our products and services.
- m. Should you wish not to receive such communications or our convenient SMS appointment reminders please advise the administration staff at your Total Fusion practice or alternatively follow the 'unsubscribe' instructions provided in the communication.
- n. You may gain access to information held about you by this Practice by putting your request in writing. Please attention all such correspondence to the "Club General Manager".

6.6 Your acceptance of these Terms and Conditions is considered consent to receive such communications as outlined above however you may opt out at any time. The above is a Summary Statement only, and we strongly encourage you to take the time to read the Total Fusion's Privacy Policy in full.

7. Consent to Treatment

- 7.1 You hereby request and give consent to our therapists to perform all necessary examinations, manipulations, therapy, rehabilitation and medical diagnostic procedures in accordance with their professional training and understanding of your injury. You understand that during your treatment, care may be rendered by different therapists at the Total Fusion.
- 7.2 All treatment involves some risk. Your therapist will discuss the risks and benefits after performing a thorough history and examination of your presenting complaint. No treatment or interventions will be performed without discussing it with you first and after gaining your consent. Consent can be withdrawn at any time.
- 7.3 I have been advised that the following general risks are associated with the treatment:
 - a. In a minority of cases the treatment may not be successful, and I may be in the same position I am now.
 - b. Although uncommon the treatment provided may result in further injury or an exacerbation of symptoms and make my condition worse.
- 7.4 With respect to spinal manipulation:

- a. Although strains and sprains to the muscles and ligaments are uncommon, temporary soreness occurs in about 1 in 3 patients.
- b. Damage to the discs between the spinal vertebrae is rare and if this occurs arm or leg pain can occur and in very rare instances this can cause permanent disabling pain and weakness.
- c. In very rare instances bowel, bladder and penis erectile function can be impaired. Another rare event is fracture to the ribs.
- d. although extremely rare, in the case of manipulation and end range procedures to the neck there have been reported cases of injury to the neck arteries.
- e. These are very rare events (approximately 1 in 120,000 to 1 in 400,000) but if they occur they have been known to cause stroke sometimes with serious injury such as quadriplegia or death.
- f. *The risk of injuries or complications from Physiotherapy/Chiropractic treatment is often much lower than that associated with many medical and other treatment. For example the risk of complications arising from anti-inflammatory medication is 1 in 250 and for death 1 in 2500, while the risk of stroke from oral contraceptive use is between 4.4 and 8.5 per 100,000.*

7.5 With respect to dry needling:

- a. All needles used by TotalFusion clinicians are single-use sterilized metal for effective infection control. In most cases no, or minimal pain will be felt when the needles are inserted into the skin. Treatment of trigger points with dry needling will sometimes cause a deep ache or a muscle twitch may be felt in the muscle.
- b. Although extremely rare, in the case of dry needling in the upper back region (trapezius) and areas over the lung fields there is a small potential of causing pneumothorax (collapsed lung). Although very rare, if they occur, they have been reported to cause serious injury including death. The risk of remaining untreated may complicate the condition and make future rehabilitation more difficult. I have had explained to me any terms in this consent that I do not understand.

I have informed the treating practitioner of any concerns I have about the effect on my health that I am concerned about in undergoing these procedures.

I DO NOT consent to the following procedures (leave blank if you consent to all procedures):

8. Functional Laboratory Diagnostic Testing and Functional Nutrition

- 8.1 Total Fusion strives to offer the latest and best services to all its patients. To help optimise health and wellness we use functional laboratory diagnostics to investigate various health markers such as genetics, nutritional status, gut health and much more. This allows us to provide a highly personalised and tailored program to improve each individual's health. With regards to genetic testing, you are required to report any findings to your life insurance provider which may affect your insurance rates. Test kits will be provided either on site or sent direct to the patient from the laboratory. Any testing requiring blood or other bodily fluids is not performed at Total Fusion and will be completed at certified laboratories and collection clinics off site. All costs associated with these tests will be incurred by the patient. Many of the tests offered are not covered by Medicare or Private Insurance and costs will be incurred by the patient. In the circumstance that a test may be covered, Total Fusion will refer you to the appropriate medical practitioner should you wish to have the test covered by Medicare or Insurance.
- 8.2 All functional laboratory testing is meant for the purpose of health optimisation and is not meant to diagnose or treat pathology or disease. Always speak to your Doctor before performing any laboratory diagnostics. Total Fusion does not accept any liability for any failure to identify any medical condition or disease through laboratory testing. In the event that any pathology is found on testing, you will be referred to your Doctor or relevant medical professional along with a letter outlining the results. It is the responsibility of the patient to follow up on the findings with the medical practitioner, Total Fusion does not take any responsibility if you do not follow up with the appropriate medical professional.
- 8.3 Total Fusion may provide advice regarding diet, lifestyle and nutraceuticals (also known as 'supplements'). Always speak to your Doctor before making changes to diet or taking any nutraceuticals. There is a small chance that people may have an adverse reaction to certain foods or compounds from foods in nutraceuticals and there is limited evidence to show if someone will react. We will take all measures to minimise or reduce any chance of, and duration of, adverse reactions. By signing below, you understand the risks associated with the above. All recommendations will be provided by trained therapists and will be held to the highest standard of evidence-based practice with scientific Literature to support claims and recommendations.
- 8.4 You should always consult your doctor:
- a. For any medical interpretation of your test results;
 - b. On any matter relating to your health and well-being;
 - c. Before making any changes to your exercise or diet;
 - d. Before taking any nutritional, herbal, homeopathic supplementation;
 - e. Before beginning any therapy

9. Implants

9.1 With the increase in cosmetic implants in the population, we ask that you disclose any implants that you may have and the location of said implants. This is to inform the therapists not to perform any therapies that may disrupt an implant such as dry needling.

9.2 *If applicable, please list any implants below:*

10. Exclusion of Liability

10.1 TotalFusion and the employees, contractors or anyone else associated with this Practice shall 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 the practice, or in the clients pursuit of health and wellness testing or appointments, and cannot be judged to be at fault for any omission of information.

Consent

By signing below, I, _____, hereby understand and comply with all the above statements.

Signature: _____ Date: _____