

# guidance occupational therapy services

## **TERMS & CONDITIONS**

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern Guidance Occupational Therapy Services' relationship with you in relation to your use of this website. By using this website, you signify your acceptance of these terms and conditions of use.

### **Liability**

It is an essential pre-condition to you using our website that you agree and accept that Guidance Occupational Therapy Services is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer, or from any other use of the website. This includes your use or reliance on any third-party content, links, comments, or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

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### **Competition and Consumer Act**

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64, and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), Guidance Occupational Therapy Services' liability for any breach of a term of this agreement is limited to:

- The supplying of the goods or services to you again;
- The replacement of the goods; or
- The payment of the cost of having the goods or services supplied to you again.

## **Digital Goods**

Digital goods are delivered immediately. Please be aware there are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you.

## **Links to Other Websites**

Guidance Occupational Therapy Services may from time to time provide on its website, links to other websites, advertisements, and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between Guidance Occupational Therapy Services and the owners of those websites. Guidance Occupational Therapy Services takes no responsibility for any of the content found on the linked websites.

## **Third-Party Content**

Guidance Occupational Therapy Services' website may contain information or advertisements provided by third parties for which Guidance Occupational Therapy Services accepts no responsibility whatsoever for any information or advice provided to you directly by third parties. We are making a 'recommendation' only and are not providing any advice nor do we take any responsibility for any advice received in this regard.

## **Warranties**

To the fullest extent permitted by law, Guidance Occupational Therapy Services absolutely disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. Guidance Occupational Therapy Services gives no warranty that the documents, goods, or services will be free of errors, or that defects will be corrected, or that our website or its server is free of viruses or any other harmful components.

Whilst we, at all times, endeavor to have the most accurate, reliable, and up-to-date information on our website, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link, or information on its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

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## **Privacy**

Guidance Occupational Therapy Services does not and will not sell or deal in personal or customer information. We may, however, use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands, and to assist in meeting customer needs generally. In addition, we may use the information that you provide to improve our website and services but not for any other use.

Guidance Occupational Therapy Services may be required, in certain circumstances, to disclose information in good faith and where Guidance Occupational Therapy Services is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property, or safety of our customers or third parties.

## **Exclusion of Competitors**

If you are in the business of creating similar documents, goods, or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of Guidance Occupational Therapy Services. Guidance Occupational Therapy Services expressly excludes and does not permit you to use or access our website, to download any documents or information from its website, or obtain any such documents or information through a third party. If you breach this term, then Guidance Occupational Therapy Services will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. Guidance Occupational Therapy Services reserves the right to exclude and deny any person access to our website, services, or information in our sole discretion.

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You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

## **Use of AI**

Guidance Occupational Therapy Services may use artificial intelligence (AI) technologies for various purposes, including but not limited to, enhancing website functionality, improving customer service, and assisting with day-to-day operations. By using this website, you acknowledge and accept that AI may be used in these capacities.

## **Governing Law**

This agreement and this website are subject to the laws of South Australia and Australia. Any disputes arising out of or in connection with the use of this website shall be subject to the exclusive jurisdiction of the courts of South Australia.

## **Changes to Terms**

Guidance Occupational Therapy Services reserves the right to change, modify, add, or remove portions of these terms at any time. Please check these terms periodically for changes. Your continued use of the website following the posting of changes to these terms will mean you accept those changes.

## **Termination of Use**

Guidance Occupational Therapy Services may, in its sole discretion, terminate or suspend your access to all or part of the website for any reason, including without limitation, breach of these terms and conditions. In the event of termination, you are no longer authorized to access the part of the website affected by such termination or suspension.

## **Indemnification**

You agree to indemnify, defend, and hold harmless Guidance Occupational Therapy Services, its officers, directors, employees, agents, licensors, suppliers, and any third-party information providers to the website from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions (including negligent or wrongful conduct) by you or any other person accessing the website.

## **Limitation of Liability**

To the maximum extent permitted by law, Guidance Occupational Therapy Services shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your use of or inability to use the website;
- Any unauthorized access to or use of our servers and/or any personal information stored therein;
- Any interruption or cessation of transmission to or from the website;
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our website by any third party;
- Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the website.

## **Severability**

If any provision of these terms and conditions is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

## **Whole Agreement**

These terms and conditions represent the whole agreement between you and Guidance Occupational Therapy Services concerning your use and access to Guidance Occupational Therapy Services' website and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby excluded.

## References

- [1] [Australian Health Practitioner Regulation Agency - Terms and conditions](#)
- [2] [Australian Health Practitioner Regulation Agency - Codes and guidelines](#)
- [3] [Codes, Guidelines and Policies - AHPRA](#)
- [4] [Terms of Use | NDIS - National Disability Insurance Agency](#)
- [5] [Operational Guidelines | NDIS - National Disability Insurance Agency](#)
- [6] [Service agreements | NDIS - National Disability Insurance Agency](#)