

Terms and Conditions of Engagement with Agapē Chiropractic

These terms are issued by Agapē Chiropractic and are effective from February 10th, 2025.

They cover your interactions with our chiropractor Dr Elise Eaton and the use of our website www.agapechiropractic.co.nz / www.agapechiropractic.nz; our email elise@agapechiropractic.co.nz; and all verbal communication with us whether by phone or in person.

The term us, we, our refers to Agapē Chiropractic

These terms and conditions cover all interactions with us by you the user.

The term website includes visits to our website, communication with us through the website, participation in our subscriber's database and promotions. These terms of use apply to you when you use our website.

Please read these terms carefully – if you need to refer to them again they can be accessed from the link at the bottom of any page of our website.

About Us

This website is owned and operated by Agapē Chiropractic. Should you wish to contact us please email us at elise@agapechiropractic.co.nz

If you wish to contact us please do so via email and we will respond to all queries during office hours, Monday-Friday 12pm-6pm.

1. Content

While we endeavour to supply accurate information on this site, errors and omissions may occur. Agapē Chiropractic does not accept any liability, direct or indirect, for any loss or damage which may directly or indirectly result from any perceived or real advice, opinion, information, representation or omission whether negligent or otherwise, contained on this site. You are solely responsible for the actions you take in reliance on the content on, or accessed, through this site.

Agapē Chiropractic reserves the right to make changes to the content on this site at any time and without notice.

To the extent permitted by New Zealand law, Agapē Chiropractic makes no warranties in relation to the merchantability, fitness for purpose, freedom from computer virus, accuracy or availability of this website or any third-party website that may be associated with our website

2. Making a contract with us

You may make contact with us through our website and we will contact you directly. We may email you, supplying an email address that ensures your privacy is your responsibility

You may book sessions with us online. There is no guarantee that treatment will be provided to you at your session, as this will be assessed upon presentation. Your suitability to receiving chiropractic treatment at any session is at the discretion of Dr Elise Eaton or any other chiropractor within Agapē Chiropractic in accordance with their training and responsibility as a Chiropractor in New Zealand.

Should you choose to book with Agapē Chiropractic you will be emailed a New Patient Intake Form and Informed Consent Form as part of the booking process. You are responsible for reading and completing these forms. Failure to complete these forms prior to your appointment will result in you needing to complete the forms during your appointment. This means that there will be less time to treat the issue you have presented with and a finish-off appointment may need to be purchased.

Soon after the time of booking you will receive an automated e-mail or text to confirm an appointment has been scheduled for you. It is your responsibility to contact us if the booked appointment date and or time is incorrect. You will be reminded of your appointment the day before it is scheduled.

You are required to make payment for your session when booking online or at the time of your session if we have booked the appointment on your behalf. All sessions must be paid in full (with the exception of ACC's contribution toward the cost of your treatment) before leaving our premises. We do not offer accounts at this time. Should ACC decline your injury you will be required to pay the shortfall within 7 days if invoice via payment link or bank transfer.

In the unlikely event that we have to reschedule you will be offered an alternative time or a refund. Should you be unable to attend your appointment we ask you to cancel your appointment via elise@agapechiropractic.co.nz or at 028 473 9315. If you cancel more than 3 times in a row, any further bookings will be required to be in full paid before you attend.

We reserve the right to refuse or cancel any session that we believe, solely by our own judgement, to be placed for commercial purposes, as an error of judgment, maliciously or by a child under the age of 16. We also reserve the right to refuse or cancel any session that we believe, solely by our own judgement, to have been fraudulent activity or fraudulent in any way or attended by persons who are under the influence of alcohol and/or recreational drugs or conduct abusive activity in any way.

3. Payment options

We currently accept the following payment methods:

- Eftpos- In person transactions including eftpos, Visa Debit, Paywave and credit card
- Cash- In person payments, stored securely
- Bank transfer- Online bank transfer at time of appointment

4. Pricing

All prices listed on www.agapechiropractic.co.nz are in New Zealand dollars and are inclusive of GST. All prices are correct when published. Please note that we reserve the right to alter prices at any time for any reason. If this should happen after you have booked a session, that session will be at the time of booking price.

5. Website and Credit Card Security

We want you to have a safe and secure experience online. All payments on our site are processed via a reputable third-party payment gateway using SSL (Secure Socket Layer) protocol, whereby sensitive information is encrypted to protect your privacy. Accordingly, we do not collect or store your credit card details.

You can help to protect your personal contact details from unauthorised access by logging out each time you finish using the site, particularly if you are doing so from a public or shared computer.

6. Accessing our Service

Other than connecting to Agapē Chiropractic's website by HTTP requests using a web browser, you may not gain access to Agapē Chiropractic website servers or any associated third-party server. You agree not to disrupt, modify or interfere with our websites or services and their associated software, hardware and servers or third party servers in any way. You also agree not to modify any content or service on Agapē Chiropractic websites. Furthermore, you agree not to use our sites in any inappropriate or unlawful way.

7. Disclaimer

Working with us:

We do not accept responsibility or liability for any actions taken by you as a result of any contact you have with us or Dr Elise Eaton or any treatment you receive from Agapē Chiropractic.

Agapē Chiropractic has the utmost respect for other qualified and registered health professionals, qualified fitness professionals and employees of all agencies we have relationships with. It is important you seek the advice of an expert in all matters pertaining to medical, health, financial or legal fields such as a lawyer or doctor for any condition, disease, or matter that is not within the realm of chiropractic care. Our profession is Chiropractic, we provide treatment within the scope of practice of a Chiropractor in New Zealand.

Our websites are intended to provide information for people considering their options for improving well-being through chiropractic care.

While we endeavour to supply accurate information on this site, errors and omissions may occur. Agapē Chiropractic does not accept any liability, direct or indirect, for any loss or damage which may directly or indirectly result from any professional opinion, information, representation or omission whether negligent or otherwise, contained on this site. You are solely responsible for the actions you take in reliance on the content on, or accessed, through this site.

Agapē Chiropractic reserves the right to make changes to the content on this site at any time and without notice.

To the extent permitted by New Zealand law, Agapē Chiropractic makes no warranties in relation to the merchantability, fitness for purpose, freedom from computer virus, accuracy or availability of this web site or any other web site.

Agapē Chiropractic is located at a residential address. There is the possibility of other residents being on premises at any time, as outlined in our Informed Consent Form. We also have a practice cat. This is clearly obvious on our website. Please refrain from booking with us if a cat, cat fur or cat saliva on the premises will have any detrimental effect on your physical or mental health.

8. Force Majeure

Events of Force Majeure

For the purpose of this Agreement, an “Event of Force Majeure” means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that:

- (i) such circumstance, despite the exercise of reasonable diligence and the observance of Good Utility Practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, and
- (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party’s ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

Instances of Force Majeure

Subject to the provisions of clause 1.1, Events of Force Majeure shall include, but not be limited to:

(a) the following Natural Force Majeure Events:

- fire, chemical or radioactive contamination or ionising radiation, earthquakes, lightning, cyclones, hurricanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, famine, plague or other natural calamities and acts of God;
- explosion, accident, breakage of a plant or equipment, structural collapse, or chemical contamination (other than resulting from an act of war, terrorism or sabotage), caused by a person not being the affected Party or one of its contractors or subcontractors or any of their respective employees or agents;
- to the extent that they do not involve [country] or take place outside of [country], acts of war (whether declared or undeclared), invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage;
- strikes, lockouts, work stoppage, labour disputes, and such other industrial action by workers related to or in response to the terms and conditions of employment of those workers or others with whom they are affiliated save, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the party whose workers resort to such action;
- in relation to the Concessionaire, non-performance by a counter-party to a contract relating to the Concessionaire’s Business by reason of an event or circumstance that would constitute a Natural Force Majeure Event under this Agreement; and

(b) the following Political Force Majeure Events:

- to the extent they take place in [country], acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage;
- to the extent that they are politically motivated, strikes, lockouts, work stoppages, labour disputes, or such other industrial action by workers, save in relation to the Concessionaire, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the Concessionaire;

- failure or inability of the Concessionaire to obtain or renew any Consent, on terms and conditions as favourable in all material respects as those contained in the original Consent relating to the Concessionaire's Business (other than due to a breach by the Concessionaire of any of such terms and conditions);
- any action or failure to act without justifiable cause by any Competent Authority, other than a court or tribunal (including any action or failure to act without justifiable cause by any duly authorised agent of any Competent Authority, other than a court or tribunal);
- expropriation or compulsory acquisition of the whole or any material part of the Concessionaire's System or Investor's shares in the Concessionaire, except where such appropriation or compulsory acquisition is on account of contravention of law by the Concessionaire or by the Investor;
- any legal prohibition on the Concessionaire's ability to conduct the Concessionaire's Business, including passing of a statute, decree, regulation or order by a Competent Authority prohibiting the Concessionaire from conducting the Concessionaire's Business, other than as a result of the Concessionaire's failure to comply with the law or any order, Consent, rule, regulation or other legislative or judicial instrument passed by a Competent Authority;
- in relation to the Concessionaire, non-performance by a counter-party under a contract relating to the Concessionaire's Business by reason of an event or circumstance that would constitute a Political Force Majeure Event under this Agreement, provided that breakdown of plant or equipment (unless itself caused by an Event of Force Majeure), or unavailability of funds, shall not constitute an Event of Force Majeure.

Effects of an Event of Force Majeure

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Natural Force Majeure Event.

Additionally, the Concessionaire, [but not [] in respect of []], shall be excused from performance and shall not be in default in respect of any obligation under this Agreement to the extent that the failure to perform such obligation is due to a Political Force Majeure Event.

(a) the following Natural Force Majeure Events:

- fire, chemical or radioactive contamination or ionising radiation, earthquakes, lightning, cyclones, hurricanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, famine, plague or other natural calamities and acts of God;
- explosion, accident, breakage of a plant or equipment, structural collapse, or chemical contamination (other than resulting from an act of war, terrorism or sabotage), caused by a person not being the affected Party or one of its contractors or subcontractors or any of their respective employees or agents;
- to the extent that they do not involve [country] or take place outside of [country], acts of war (whether declared or undeclared), invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage;
- strikes, lockouts, work stoppage, labour disputes, and such other industrial action by workers related to or in response to the terms and conditions of employment of those workers or others with whom they are affiliated save, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the party whose workers resort to such action;
- in relation to the Concessionaire, non-performance by a counter-party to a contract relating to the Concessionaire's Business by reason of an event or circumstance that would constitute a Natural Force Majeure Event under this Agreement; and

(b) the following Political Force Majeure Events:

- to the extent they take place in [country], acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage;
- to the extent that they are politically motivated, strikes, lockouts, work stoppages, labour disputes, or such other industrial action by workers, save in relation to the Concessionaire, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the Concessionaire;
- failure or inability of the Concessionaire to obtain or renew any Consent, on terms and conditions as favourable in all material respects as those contained in the original Consent relating to the Concessionaire's Business (other than due to a breach by the Concessionaire of any of such terms and conditions);

- any action or failure to act without justifiable cause by any Competent Authority, other than a court or tribunal (including any action or failure to act without justifiable cause by any duly authorised agent of any Competent Authority, other than a court or tribunal);
- expropriation or compulsory acquisition of the whole or any material part of the Concessionaire's System or Investor's shares in the Concessionaire, except where such appropriation or compulsory acquisition is on account of contravention of law by the Concessionaire or by the Investor;
- any legal prohibition on the Concessionaire's ability to conduct the Concessionaire's Business, including passing of a statute, decree, regulation or order by a Competent Authority prohibiting the Concessionaire from conducting the Concessionaire's Business, other than as a result of the Concessionaire's failure to comply with the law or any order, Consent, rule, regulation or other legislative or judicial instrument passed by a Competent Authority;
- in relation to the Concessionaire, non-performance by a counter-party under a contract relating to the Concessionaire's Business by reason of an event or circumstance that would constitute a Political Force Majeure Event under this Agreement, provided that breakdown of plant or equipment (unless itself caused by an Event of Force Majeure), or unavailability of funds, shall not constitute an Event of Force Majeure.

9. Intellectual Property

Agapē Chiropractic owns all copyright and other intellectual property in this site. Everything on this site, unless otherwise stated, is copyright.

Agapē Chiropractic welcomes the use of this site for personal use, non-commercial use, research or study – provided that the user acknowledges all copyright and other notices contained in the content.

We advise that you may not copy or display for redistribution to third parties, or for commercial purposes, any portion of this site, without the written permission of Agapē Chiropractic

10. Links

Please note that although this site has some hyperlinks to other third party websites, these third-party sites have not been prepared by Agapē Chiropractic and are not controlled by Agapē Chiropractic. The links are only provided as a convenience, and do not imply that Agapē Chiropractic endorses, checks, or approves of the third-party site. Agapē Chiropractic is not responsible for the privacy principles or content of these third party sites. Agapē Chiropractic is not responsible for the availability of any of these links.

Agapē Chiropractic requires that you request our written permission to include a link from another site to this site. If you would like to request permission, please email us at elise@agapechiropractic.co.nz

11. Jurisdiction

This website is governed by, and is to be interpreted in accordance with, the laws of New Zealand. Any legal action as a result of this website or any other interaction or session with us is to be filed in a New Zealand Court of Law regardless of the country of origin or residence of the Complainant.

12. Changes to this Agreement

Agapē Chiropractic reserves the right to alter, modify or update these terms of use. These terms apply to your interactions with us whether via our website, via email or verbal communication or at any session booked with us either attended by you, made in error or unable to be attended. We may change our terms and conditions at any time, so please do not assume that the same terms will apply to future sessions.

13. Website Disclaimer:

(a) The information on this website is without warranties of any kind, either express or implied.

(b) The information in the site is altered periodically and changes in circumstances after information is placed in this site may affect the accuracy of the information. It is your responsibility to assess and verify the accuracy, currency, completeness and reliability of information in the site's pages.

(c) Agapē Chiropractic makes no warranties that this site is free of human or mechanical error, technical inaccuracies or typographical errors.

(d) Agapē Chiropractic makes no warranties or representation that the material in this site will not cause damage or that the material is free from any computer virus or any other defects or errors or omissions.

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