

Patient Terms and Conditions

This document ('Patient Terms') was last updated on **1 August 2025**.

Explanatory note

These Patient Terms relate to the relationship between the CANN Charitable Trust (formerly Duncan Foundation) ('we', 'us', 'our') and:

- the patient ('Patient' 'you' 'your') engaging us under the online registration form on our Website ('Registration'); and
- if applicable, your Nominees (defined below).

The Patient Terms should be read together with the consent form presented during Registration ('Consent Form'), which can also be found [here](#).

Patient Nominees

If the Patient:

- has legal capacity to understand and accept these Patient Terms, complete the Registration and the Consent Form, but does not have the physical capability to do so independently, the Patient may nominate another person to accept the Patient Terms, complete the Patient's Registration and sign the Consent Form on the Patient's behalf. Such person will be the Patient's 'Signatory Nominee' as indicated in the 'Nominee declaration' section of the Registration; or
- does not have legal capacity to understand and accept these Patient Terms, and complete the Registration and the Consent Form, our Services may be sought on behalf of the Patient by another person. Such person will be the Patient's 'Legal Nominee' as indicated in the 'Nominee declaration' section of the Registration,

(such persons are referred to as the Patient's 'Nominee').

About Us

Formed in 2017, the CANN Charitable Trust (formerly Duncan Foundation) is a charitable trust offering clinical assessment, rehabilitation, physiotherapy, occupational, speech therapy and other allied health services for patients living with the effects of neurological conditions. For more information, visit our website at <http://www.cann.org.nz> ('Website').

Our charity registration number is CC55313.

We operate with funding from the Sir Thomas and Lady Duncan Trust, key funding partners, donations, community and philanthropic grants, local and international research funds covering costs of administration, operation, and clinical services.

What we do

Our vision is for New Zealanders with a neurological condition to live to their potential through supporting them to access expert assessment and treatment through clinicians in our clinical allied neurological network ('**Allied Clinicians**') and facilitate referrals to other health services where required to enable support in the management of their neurological condition(s).

We do this by:

- connecting you with our Allied Clinicians; and
- funding your access to a limited number of appointments with one of our Allied Clinicians.
- Our Allied Clinicians are from external organisation(s) independent from us. We provide, support from our funding to provide assessment and treatment Services; and
- condition-specific clinical education and resources to support the creation of tailored clinical programs for patients.

If no local Allied Clinician is available, telehealth services may be used where appropriate. However, if there is no Allied Clinician in our network at your locality we may be unable to provide our Services.

Referrals

Referrals can come from self-registration, specialists (such as neurologists and geriatricians) allied health professionals, GPs, and community support groups. We primarily fund your costs for the assessment and treatment services by way of grant funding and donations, but we may also utilise contributions from research funds.

Patient eligibility

We support a limited number of assessment and follow-up appointments for individuals diagnosed with specific neurological conditions. If your condition is not one of these neurological conditions, we will not be able to provide you with our Services.

Conditions that we support include:

- Polio, including the Late Effects of Polio
- Parkinson's
 - within the first 12 months of diagnosis
 - with a confirmed diagnosis of Parkinson's related to a PINK1 gene variant (no time restriction on diagnosis)
- Focal idiopathic dystonia (cervical or hand)
- Inherited ataxia's

Details of condition and eligibility requirements can be found at www.cann.org.nz/get-support

Services

Subject to your eligibility and our Service availability (at our sole discretion):

- **Pre-Assessment:** You may receive questionnaires regarding your quality of life, symptoms, function, and community participation for us to determine eligibility and availability of Services.

- **Contact:** You will be contacted to confirm eligibility, and/or to schedule a discussion or an initial assessment.
- **Initial Assessment:** One of our Allied Clinicians will take your relevant medical history and complete an assessment, lasting up to 1.5 hours.
- **Follow-Up:** We may provide support for a limited number of follow-up sessions (at our discretion) depending on your condition and the assessment findings of the Allied Clinician. These follow up sessions are generally up to 60 minutes.
- **GP/Specialist Communication:** Assessment results and recommendations may be forwarded by the Allied Clinician to your GP/specialist or other health services if you consent the Allied Clinician to do so.

These services may be provided in-person or through telehealth (when appropriate) depending on location, your individual needs, or other factors.

Post-Assessment and Cancellation

Following your initial assessment, a follow-up appointment(s) may be scheduled, and referrals to other services may be made as the Services we offer are limited. We aim to connect you with other local clinicians or relevant support services (as reasonable), and subject to availability.

You may decline or cancel any or of all of our Services, at any time, without giving us any reason. However, failing to attend or cancelling appointments without reasonable notice will result in a reduction of your funded clinical hours, as the Allied Clinicians charge us a fee for appointments they cannot fill due to last-minute cancellations.

Registration Requirement

You or your Nominee must complete your Registration to access the Services by entering a valid email address and accurate, current, and complete information about you as prompted in the Registration.

Signatory Nominees:

- By having your Signatory Nominee complete your Registration and [Consent Form](#) on your behalf, you confirm that you have read (or your Signatory Nominee has read to you), understood and accepted these Patient Terms, and you agree (or your Signature Nominee on your behalf) that these Patient Terms will govern our Services.
- If you do not agree to be bound by these Patient Terms, you must not register or use our Services.

Your Signatory Nominee warrants:

- they have your consent to complete your Registration on your behalf;
- to the best of their knowledge, the information they have provided about you is true and accurate; and

Legal Nominees:

- By registering a Patient Legal Nominees confirm that they have read, understood, and accepted these Patient Terms, and agree that these Patient Terms will govern the Legal Nominee's access the Services on a Patient's behalf. Registering a Patient to use the Services will also require the Legal Nominee to give us certain consents

on behalf of the Patient. Legal Nominees please refer to the [Patient Consent Form](#) presented during Registration.

- If Legal Nominees do not agree to be bound by these Patient Terms, Legal Nominees must not register a Patient to access the Services.

Legal Nominees warrant:

- they have legal authority to register the Patient;
- they will accept responsibility for any and all obligations of the Patient under these Patient terms, and where appropriate exercise the rights of the Patient under these Patient Terms on the Patient's behalf;
- the information they have provided regarding the Patient is true and accurate to the best of their knowledge; and
- to the extent applicable, they will provide us with copies of the Patient's Enduring Power of Attorney in Relation to Personal Care and Welfare and the contact details of the persons who have been appointed as the Patient's attorneys.

For the purposes of these Patient Terms, obligations on a Patient in the circumstance where the Patient has a Nominee will be interpreted also as an obligation on the Patient's Nominee.

What kind of information do we collect?

Information we collect during Registration may include your personal information including your name, ethnicity, age, the name of your Nominee (if any), address, email address, telephone number, information on your use of our Services, and details regarding your health and medical conditions.

Purposes of collecting your information

We collect and use personal information from you to provide our Services and facilitate, manage and report on your access to our Services. We may collect personal information directly from you, including automatically, or from other sources such as your healthcare practitioner to the extent you consent for us to do so.

Please refer to the CANN Charitable Trust [Privacy Policy](#) for more information about how your personal information may be collected.

Sharing your information

To provide you with the Services, we may disclose your personal information:

- within our organisation;
- with third party organisation(s) including our Allied Clinicians;
- if you have requested or authorised us to do so (for example, with your GP or other healthcare providers);
- by sharing aggregated / anonymised information in accordance with these Patient Terms;
- when we believe it is appropriate to comply with the law, facilitate court proceedings or to protect our rights; and
- where we are authorised or required to do so by law.

In relation to your other interactions with us please refer to our [Privacy Policy](#).

Your Rights

Registration to our Website and accessing our Services is voluntary. Providing personal information is also voluntary. However, if you choose to register but not provide certain information, we may not be able to offer you some of our Services, or you may not be able to fully benefit from the features and functionalities of our Services.

You can cancel your Registration and withdraw from our Services at any time

Under the Privacy Act 2020, you have certain rights to request, at any time, access to or correction of your personal information that we hold. Please notify us promptly of any changes to your personal information to ensure its accuracy and currency. You can reach us through the following channels:

- email: hello@cann.org.nz
- Phone: 022 0738 173
- Post: CANN Charitable Trust, c/- Leticia Mincham, PO Box 84096, Westgate, Auckland 0657

Data storage and access

Once registered, your information will be stored in several systems:

- JotForm: Automatically records registration details when you register through our website.
- Gensolve: Our medical record system, which holds registration details and our allied clinical team assessment(s), rehabilitation planning and clinical records.
- Vega.Works: Manages contact details, medical conditions, feedback, newsletters, event updates, donations, bequests, and grants.
- Microsoft 365: Stores emails, feedback forms, and other documents.

Confidentiality

Your personal information remains confidential and is accessible only by you, your clinical team, and our authorised staff, in accordance with the Privacy Act 2020. Only your allocated clinicians, our staff members who require access to your personal information to provide you with the Services and operational support staff have access to these systems.

Anonymised Data Usage

We may use anonymised data for reports and studies to demonstrate the development and effectiveness of our Services. Such data may be presented at meetings or published in journals; in a form you cannot be identified.

Limitation of Liability

If we discontinue our Services or if we reduce the scope of our Services, your sole remedy against us will be to terminate your Registration.

To the maximum extent permitted by law, the Services are provided on an “as is” and “as available” basis. We make no representations and give no warranties, guarantees or undertakings concerning the financial support that we may make available to you or our performance of the Services, except as expressly set out in these Patient Terms.

Organisations other than CANN Charitable Trust involved in the Services are independent from us, (including Allied Clinicians) and we make no representations and give no warranties,

guarantees or undertakings concerning their performance of their services to you. All other warranties, express or implied, by statute or otherwise are excluded from these Patient Terms to the maximum extent permitted by law.

To the maximum extent permitted by law, we are not liable to you or your Nominees for:

- any direct, indirect, incidental, special, consequential, or exemplary damages, or claim or damage of any kind; or
- any loss or damage arising from any failure of our systems used by you to access the Services, arising out of or in connection with these Patient Terms or the provision of the Services.

To the maximum extent permitted by law, our total aggregate liability for any damages arising in relation to these Patient Terms or the Services, is limited to 100% of what we have paid to healthcare providers to support your treatment in the twelve (12) months preceding the event giving rise to the liability.

No Assignment

You may not assign any of your rights, obligations, or benefits under these Patient Terms to any other person.

Severability

If any term in these Patient Terms is judged illegal or unenforceable for any reason, that term (or the appropriate part of that term) will be deemed to have been deleted and the remaining terms will continue in full force and effect.

Governing Law

These Patient Terms and any dispute arising out of or in connection with these Patient Terms will be governed by the laws of New Zealand. The New Zealand Courts will have the exclusive jurisdiction to settle any dispute arising out of or in connection with these Patient Terms.

Contact Information

For any notices, questions, concerns, or complaints, please contact:

- Letticia Mincham, CEO: letticia@cann.org.nz
- Julie Rope, Clinical Director: julie@cann.org.nz
- Belle Hounscome, Patient & Admin Coordinator: hello@cann.org.nz

Commercial electronic messages

By registering and providing us with electronic contact details, you agree that we may send you commercial electronic messages (e.g., texts and emails) for any of the purposes set out in these Patient Terms. You can opt out of these communications at any time by using the 'unsubscribe' link found at the bottom of our emails or by contacting us directly by emailing hello@cann.org.nz.