

ALEXANDRA AUDREY WELLNESS – TERMS AND CONDITIONS

“**Alexandra Audrey Wellness**” (ABN 61 956 817 788) is a business operated by **Alexandra Samarin** (as sole trader) for the provision of naturopathy services.

These Terms govern your use of the Services provided by us. By booking an appointment with us you indicate you agree to receive the Services agreed on, and that you are agreeing to be bound by these Terms when using or receiving the Services. Please read these Terms carefully before accepting them.

1 DEFINITIONS AND INTERPRETATION

In these Terms:

- (a) **AAW Custom Products** means any goods provided for sale by us as part of the Services that have been created and customised by us for your use of the Services, including (but not limited to) natural supplements, body products, general and herbal teas, and herbal blends and tinctures;
- (b) **Claims** includes all or any past, present or future complaint, action, suit, cause of action, application, arbitration, award, debt, due, costs (including legal costs and expenses), claim, demand, liability, proceeding, right, suit, verdict, judgment or order either at law or in equity or arising out of the provisions of any statute, award, order or determination;
- (c) **Client Intake Form** means the document containing your personal information completed prior to your first appointment for the Services;
- (d) **General Products** means any goods provided for sale by us as part of the Services that have been manufactured by or provided to us for sale a third party supplier;
- (e) **Privacy Policy** means the Alexandra Audrey Wellness privacy policy available via <https://alexandraaudreywellness.com>;
- (f) **Services** means the provision of natural medicine naturopathy services, or other related services we offer, such as the provision the AAW Custom Products or the General Products, including (but not limited to) general naturopathic consultations, fertility consultations, iridology consultations, yoga classes, online courses, providing personalised prescriptions, natural supplements, body products, general and herbal teas, herbal blends and tinctures;
- (g) **Terms** means these terms and conditions the Services we offer;
- (h) **Third Party Products** means any goods provided to you by a third party that have been recommended or prescribed after provision of the Services;
- (i) a reference to “we”, “us” or “our” means **Alexandra Samarin** trading as “**Alexandra Audrey Wellness**” (ABN 61 956 817 788) and any affiliates, employees, officers, agents or assignees;
- (j) clause headings used below are for convenience only and do not affect interpretation;
- (k) the singular includes the plural and conversely;
- (l) “including” and similar expressions are not words of limitation.

2 TREATMENT

- (a) You agree that the Services you will receive from us are forms of naturopathic medicine and will not be administered by a qualified and registered medical doctor (eg general medical practitioner). No part of the Services should be considered

medical advice or treatment and should not be treated as a substitute for medical advice from a medical doctor.

- (b) Before making any changes to your lifestyle or health from any of the advice relating to the Services, you should consult with a medical doctor to confirm that the recommendations from the Services are suitable for you.
- (c) The Services provided to you are solely for you. They should not be taken to be provided to any other person, nor should the information provided to you in the course of receiving the Services be used for anyone else as this may result in adverse outcomes for that person.
- (d) You acknowledge and accept any risks arising the Services and that we are not liable for any adverse effects, including side effects from any aspect of the Services, arising from those risks under clause 6 of these Terms.

3 CLIENT DISCLOSURE

- (a) You warrant and agree that all of the information you have provided to us in your Client Intake Form is true and correct and up to date to the best of your knowledge. That warranty is repeated each time you receive Services from us.
- (b) You understand that changes to your circumstances (generally) and as stated in the Client Intake Form, as well as any changes to your health or of any medical conditions that may arise may materially impact on the Services provided and you agree that you will update us regarding any changes as soon as reasonably practical.
- (c) If you do not inform us of any changes to your health as stated in the Client Intake Form, we are not responsible for any adverse effects the Services may cause by virtue of that non-disclosure.

4 PAYMENT AND CANCELLATION

- (a) All appointments for Services must be booked either online through our website (<https://alexandraaudreywellness.com>) or via phone to us directly.
- (b) You are required to pay for the Services in advance when booking your appointment with us.
- (c) You must provide, from the start time of your appointment, a minimum of 48 hours' notice to cancel or change the date any appointment you have booked for the Services. You are eligible for a full refund for the amount paid for the Services if you cancel your appointment in accordance with this clause 4(c).
- (d) Any cancellations within 48 hours of the scheduled appointment will forfeit any monies you have paid us for that scheduled appointment. You warrant and agree that this clause contains a genuine pre-estimate of loss arising from your failure to attend the appointment, and/or cancel or change the appointment in accordance with clause 4(c).

5 PRODUCTS

- (a) As part of providing the Services, we may from time to time offer AAW Custom Products and/or General Products for sale, as well as recommend you purchase Third Party Products through a third party platform. Ordering processes, invoicing, shipping, returns, refunds, complaints or other issues to do with AAW Custom Products and/or General Products will be dealt with by us.
- (b) If you experience any issues with the AAW Custom Products and/or General Products, you must contact us by phone or email within 7 days of purchase to request a return or refund of General Products, or in the case of AAW Custom

Products, for us to make alternative arrangements to supply new or alternative AAW Custom Products. Requests for a return or refund for General Products will be assessed on a case by case basis on the merits of the request. We will consider various factors when assessing a refund or return request, including (but not limited to) your actual use of the General Products, time elapsed since the purchase, compliance with our instructions and the current state of the General Products. This clause does not affect any rights you may have under the Australian Consumer Law or any other applicable statute, the common law, in equity, or otherwise.

- (c) If you experience any issues with Third Party Products, you must contact the provider of that Third Party Product as all ordering processes, invoicing, shipping, returns, refunds, complaints or other issues are the responsibility of that third party. You are responsible for reading and acknowledging any terms and conditions that any third party which provided Third Party Products may have that are separate to these Terms and our other website terms and conditions.
- (d) You acknowledge and agree that we provide no warranty with respect to the AAW Custom Products, the General Products and the Third Party Products (whatsoever or howsoever described), and are not eligible for return, unless you comply with clause 5(b), and with the exception of and excluding any warranties or remedies required by law, or any rights you may have under the Australian Consumer Law or any other applicable statute, the common law, in equity, or otherwise.
- (e) You acknowledge and agree that to the fullest extent permitted by law and subject to any rights you may have under the Australian Consumer Law or any other applicable statute, the common law, in equity, or otherwise, we are not liable or responsible for any Claims, loss (including, without limitation, any indirect, secondary or consequential loss or loss of income or opportunity), or damage that you might suffer as a result of, or in connection with the ordering of the AAW Custom Products, the General Products and/or the Third Party Products.

6 LIMITATION OF LIABILITY

- (a) You acknowledge and agree that our Services are provided without any warranty (whatsoever and howsoever described), with the exception of and excluding any warranties or remedies required by law, and any rights you may have under the Australian Consumer Law or any other applicable statute, the common law, in equity, or otherwise.
- (b) You acknowledge and agree that to the fullest extent permitted by law, including any rights you may have or remedies you are entitled to under the Australian Consumer Law or any other applicable statute, the common law, in equity, or otherwise, we are not liable or responsible for any Claims, loss (including, without limitation, any indirect, secondary or consequential loss or loss of income or opportunity), or damage that you might suffer as a result of, or in connection with, the Services (including any loss arising from negligence and/or breach of these Terms).
- (c) For the avoidance of doubt, clauses 6(a) and 6(b) apply equally to the AAW Custom Products and the General Products as part of the Services.
- (d) You acknowledge and agree that in addition to clause 6(c), we are not liable or responsible (whatsoever and howsoever described) for any Third Party Products and that all liability and responsibility is that of the third party which has supplied the Third Party Products. You are also responsible for reading and acknowledging any terms and conditions that any third party which provides Third Party Products may have that are separate to these Terms.

7 COVENANT NOT TO SUE

- (a) You covenant that you will not bring or pursue, or procure that a third party bring or pursue, any Claims arising out of, in connection with or in any way related to the limitation of liability contained in clause 6.

8 INDEMNIFICATION FOR LOSS OR DAMAGE

- (a) You will indemnify and hold us harmless against all Claims, expenses, losses, damages, penalties and costs (including litigation costs and solicitors fees of every kind and nature on a solicitor-client basis) against us arising directly or indirectly from:
 - (i) the provision of the Services to you;
 - (ii) your purchase and use of any Third Party Products;
 - (iii) any breach of these Terms by you (including, without limitation, any breach of clause 7 above); and/or
 - (iv) any act or omission (including negligent acts or omissions) by you.
- (b) For the avoidance of doubt, clause 8(a)(i) applies equally to the AAW Custom Products and the General Products as part of the Services.

9 PRIVACY AND CONFIDENTIALITY

- (a) You agree that we can collect and retain the information you have provided to us in the Client Intake Form, as well as any other information you provide us in your appointments for the purposes of providing the Services for an indefinite period.
- (b) Use of the information you have provided us with in your Client Intake Form, or that we have collected and retained relating to your use of our Services, is governed by our Privacy Policy. By receiving the Services, you are agreeing to the Privacy Policy. To view our Privacy Policy and read more about why we collect personal information from you and how we use that information, go to our website at <https://alexandraaudreywellness.com>.
- (c) We will take all reasonable endeavors to ensure that personal information you provide to us will be kept confidential and dealt with in a confidential manner in accordance with our Privacy Policy.

10 ONLINE CONSULTATIONS

- (a) You acknowledge that the Services may be provided over an online video conferencing platform. Details of the online video conferencing platform and how to use it will be provided to you by email after you book an appointment in accordance with clause 4.
- (b) You must not record any audio, video or any other media from the appointment for Services under any circumstances, except with our prior written consent.
- (c) You are responsible for reading and acknowledging any terms and conditions that the online video conferencing platform may have that are separate to these Terms.
- (d) This clause is of no effect if an appointment for the Services is agreed between you and us to be in person with us, save that you also must not record any audio, video or any other media from the in person appointment.

11 MISCELLANEOUS

- (a) These Terms shall be governed by and construed in accordance with the laws of Western Australia and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia.
- (b) We do not waive a right, power or remedy available pursuant to these Terms if we fail to exercise or delay in exercising the right, power or remedy.
- (c) If any part of these Terms becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to have full force and effect.
- (d) No rule of construction applies to our disadvantage because we were responsible for preparing, or seek to rely on, these Terms or any part of them.
- (e) We may change these Terms from time to time on providing written notice to you. We will inform you as soon as practicable of any changes to the Terms and request you to sign the updated Terms.