



## KYND NATURAL MEDICINE WEBSITE TERMS & CONDITIONS

Hi there! This website, <https://www.kyndnaturalmedicine.com.au/>, is owned and operated by Kynd Natural Medicine (ABN: 28 770 227 455). If you have any questions or need further information, please contact:

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This document sets out the Terms and Conditions you need to be aware of when using this website. Please take a moment to read them, as they set out your important rights and obligations, Kynd Natural Medicine cares about making sure we both know where we stand.

When you visit our website, use our services or submit an order you agree that you are over the age of 18 and willing to be bound by these Terms and Conditions. If you don't accept this agreement, you should not continue to visit this website or purchase from us. Kynd Natural Medicine reserves the right to make changes to this website and these terms and conditions at any time.

All products and services advertised on this website and in clinic are offered in compliance with Australian Consumer Law.

### GENERAL DISCLAIMER

On this website and our social media channels you will find health tips, hints, recipes, general advice and information on health and wellbeing. This information is provided solely for educational purposes.

### RIGHTS & RESPONSIBILITIES

We take care to provide valuable information but we cannot be responsible for the use that you make of that information. Please understand that the general health information we provide is never substitute for professional advice tailored to your personal situation. There is no professional relationship formed between us unless you explicitly choose to engage with Kynd Natural Medicine by purchasing our services or products.

# Kynd Natural Medicine

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Any testimonials and results we may display on this website are based on our experience and those of our previous clients. They are not guarantees that anyone else will achieve the same results.

We may modify this information provided on this website at any time, including altering or deleting it without notice.

### VISITOR RESPONSIBILITIES

The health information provided on this website is general in nature; you are responsible for your own health and the choices you make. Please use your common sense and if you have a particular health concern/s, contact your healthcare provider. You agree that if you are currently under treatment of a medical professional, you will continue to work directly and regularly with your primary care doctor, who will manage your ongoing medical care. If you have a serious medical condition or medical emergency, please do not postpone seeking medical advice from your doctor or nearest hospital emergency department.

### DOWNLOADS

We try to ensure that anything uploaded to our website is safe; we take no responsibility for viruses or any other damage, which might occur as a result of downloading material from our website.

### EXTERNAL LINKS

We may use external links where relevant and appropriate such as research, news articles and third parties sources. However, we are not responsible for the content of any external links. Once you use these links we are not responsible for the protection or privacy of any information that you provide when visiting these websites.

### SPECIFIC DISCLAIMER

This disclaimer relates to our products and health services.

As Naturopaths, it is our responsibility to use our training as health professionals to educate you about health and wellbeing. This could be through our 1:1 services, programs, recipe development or consulting with your business. Results, suitability and problems that could potentially arise depend on the service offered. If you would like to discuss whether your needs suit our offers, please contact us for an obligation-free discussion.

## INTELLECTUAL PROPERTY

The content of this website and our health programs is protected by copyright. No portion of this website or the programs may be copied or replicated in any form without our written consent.

We are happy for you to share any quotes or links freely on social media as long as they are supplemented by a direct link to the page that you found the content.

## PAYMENT TERMS

When paying for services, our in-person consultations can be made via Square, cash or bank transfer.

For Online/Telephone consultations, payment can be made via bank transfer.

You can find out more about Square's security provisions here;

<https://squareup.com/au/en/security>

## DELIVERY

Delivery of all our in-person naturopathic consultations is located here;

Level 1, 60-66 Hanover Street

Fitzroy, VIC, 3065, Australia

When booking an appointment, you can either call us or book online via our website, all information is under the 'contact us' page;

<https://www.kyndnaturalmedicine.com.au/contact-us>

Delivery for all online/telephone naturopathic consultations takes place via Zoom, unless otherwise advised. Once a time and date has been confirmed, Kynd Natural Medicine will send a link to start or join the scheduled meeting. This will be sent via email or phone message, whichever is more suitable for the client. The client does not need to have a Zoom account to attend a Zoom meeting. The client will be prompted to download the software, once they have clicked on the link that Kynd Natural Medicine has supplied. A client may wish to create an account, however it is not required to partake in a Zoom meeting.

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Once a consultation has been confirmed, for both forms of delivery (in-person and online/telephone) Kynd Natural Medicine will send a confirmation email. An intake form will be included in this email; it is highly recommended that the patient complete the intake form prior to the consultation.

If the client is to cancel the consultation with 24 hours notice, there will be no cancellation charge. If the client cancels with less than 24 hours notice 50% of the appointment cost will be charged. Less than two hours notice or non-attendance without notice, the full appointment cost will be charged. There will of course be special considerations depending on the reason of cancelation. This information is provided in your confirmation email. Should the naturopathic practitioner be unwell, they will make immediate contact with the client. Delivery of content post consultation will be via email in the form of a Word Document unless otherwise stated.

### RETURNS POLICY

We do not offer a refund for change of mind so we encourage clients to choose carefully. This applies to all consultations, health programs, nutritional supplements, herbal medicine, flower essence blends, naturopathic testing and functional pathology.

Unless a product has a fault or may have been tampered with at the time of sale, we are under no obligation to give a refund or replace a product.

On receiving an order, it is up to the client to inspect the goods for fault or damage. Should there be a problem with the items, it is the client's responsibility to notify us as soon as possible.

### CONSUMER GUARANTEES

#### MINOR PROBLEM

Minor problems may arise when working together, for example the internet might cut out halfway through a call, or one of us may be ill and unable to attend a scheduled meeting.

In these cases, we may address the situation by trying to re-dial the call to find connection again, or if connection is not found we may need to reschedule the meeting all together. In which case we will email you and expect the same in return if your connection drops out. For a reschedule of a meeting due to illness or another emergency, we appreciate as much notice as possible.

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### MAJOR PROBLEM

Major problems may arise when working together, for example an unforeseen event may take place such as an extended period of illness or the need to care for a family member. If this situation was to arise we may need to pause all business operations, which takes us/you away from the business at hand for an extended amount of time. In this case, we may offer you to continue the service at a later date.

### SPECIFIC TERMS OF SALE

If you choose to cancel a service at any time, you will need to inform us in writing via email or call us as soon as you can, if we do not pick up the phone please leave a detailed message.

If no service has been provided yet and payment is made in full prior to our meeting we will provide a full refund.

### VISITOR INFORMATION

#### RESPECTFUL COMMUNICATION

There may be times where you have an opportunity to interact with us via our website or social media profile. It is important to note that we have a zero tolerance policy when it comes to spam and/or disrespectful behaviour towards us, or anyone else whom might be engaging through our channels. We will simply delete rude, offensive and/or inappropriate comments.

#### THIRD PARTY CONTENT

There may be times where we post a link or an article in our content provided from other people in the industry. We would like to specify that their content represents their own opinion, not ours. We would like to note that we would only share affiliate links or articles with people whom we trust and/or recommend and love.

### JURISDICTION & DISPUTE RESOLUTION

#### JURISDICTION

Kynd Natural Medicine is located in Victoria, Australia. This agreement is subject to the governing law of Victoria.

#### NEGOTIATION

If you have any issue or complaint arising out of your use of this website or these terms and

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conditions, you and Kynd Natural Medicine agree to make a genuine effort to resolve the dispute through negotiation and discussion where appropriate.

### MEDIATION

If we are unable to resolve a dispute within 14 days, we must proceed to mediation with the assistance of an accredited mediator who is independent of us. The mediator is to be appointed by agreement of both parties. We agree to share the costs of mediation equally between us.

### LITIGATION

Going to court over a dispute is a last resort and may not be commenced until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.