

Terms and Conditions of Service for The Heart Mind Alchemist & Divine Activation

The Services/ Wellness Getaway are provided (the Provider) by Harriet Moursellas trading as The Heart Mind Alchemist and Jessica Boffa (the Provider) trading as Divine Activation. Your access to and use of the Services is subject to these Terms. Use of the Services indicates your acceptance of these Terms. We may update these Terms from time to time, and your continued use of the Services constitutes acceptance by you of any updates. Please read these Terms carefully before using the Services.

1. **Client (You) Health History and Services**

- 1.1 The Provider shall at all times use their best endeavours to assist the Client with the agreed goals. However, the Client at all times remains responsible for their own care, safety and behaviour.
- 1.2 The Client history health history form will be completed and agreed upon to the best of the Client's knowledge. The Client will state all the known physical conditions, medical conditions and medications and will keep the Provider updated on any changes.

Payment

- 1.3 Payment must be booked and paid by April 11th 2024. Cancellation of a pre-existing booking requires 2 weeks notice via email otherwise payment to the Provider is due in full.
Email: heartminddivine@gmail.com
- 1.4 If the Client is on a payment plan, all payments must be made by the agreed dates.
- 1.5 Payment is to be made via Direct Debit as quoted by The Heart Mind Alchemist and Divine Activation.
- 1.6 If other form of payment is required please discuss directly with the Provider.
- 1.7 To the extent permitted by law, due to the nature of the Services, payments received by the Provider are non-refundable.

2. **Disclaimer**

- 2.1 The Services are provided on an "as is" basis, without any representations or warranties, express or implied.
- 2.2 Neither us nor any related entities (as that term is defined in section 9 of the *Corporations Act 2001* (Cth)), officers, directors, agents, employees, contractors or suppliers make any representation or warranty, express or implied, in respect of the Services and none of those persons or entities accepts any responsibility or liability (except a liability that cannot lawfully be excluded) for any reliance

placed on the Services by any person. We do not guarantee that by undertaking the Services you will achieve a particular result.

2.3 To the maximum extent permitted by law, we and any related entities (as that term is defined in section 9 of the Corporations Act 2001 (Cth)), officers, directors, agents, employees, contractors and suppliers will not be liable to you for any loss, liability, cost, charge, expense, or damage of any nature whatsoever, including any special, incidental, exemplary, compensatory or consequential losses, (whether or not foreseeable) (howsoever arising or caused, including, without limitation, negligence) ("Loss"), suffered or incurred by any person relying or acting on the Services, including any information provided by us, and whether caused by reason of any negligence, accident, default or however otherwise caused.

3. Indemnity

3.1 You agree to indemnify and hold us and our related entities (as that term is defined in section 9 of the Corporations Act 2001 (Cth)), officers, directors, agents, employees, contractors and suppliers harmless from and against any actions, claims, demands, proceedings, Loss of every kind and nature, known and unknown, including solicitors' fees (on a solicitor and own client basis) and claims made by third parties, due to or arising out of your breach of these Terms, your use of the Services or your violation of any law or the rights of a third party.

4. Miscellaneous

4.1 **Cumulative rights**

The rights and remedies of a party to these Terms are in addition to the rights or remedies conferred on the party at law or in equity.

4.2 **No Adverse Construction**

The Client agrees that these Terms may not be construed adversely against the Provider solely because the Provider prepared it.

4.3 **Assignment**

The Provider may assign its interest under these Terms upon giving written notice to the Client. The Client may assign its interest under these Terms with the written approval of the Provider.

4.4 **Governing Law**

These Terms are governed the laws of New South Wales and the courts of New South Wales shall have jurisdiction over these Terms.

4.5 **Entire Agreement**

These Terms is the entire agreement between both parties as to its subject matter.

4.6 **Dispute Resolution**

(i) If any dispute, controversy or claim arises out of or in respect of these Terms which cannot be resolved by good faith negotiations between the parties, the parties shall endeavour to resolve the

matter by negotiation, and failing negotiation within 14 days of the commencement of the dispute, either party may refer the dispute to mediation.

- (ii) The negotiation or mediation of any dispute, controversy or claim referred to in the above clause shall be conducted at the place nominated by the Provider.
- (iii) If the dispute is not resolved within 28 days after the appointment of the mediator any party may take legal proceedings to resolve the dispute.
- (iv) The provisions of this clause do not prevent any party from obtaining any injunctive, declaratory or other interlocutory relief from a Court which may be urgently required.

4.7 **Waiver**

Any waiver of rights can only in writing and in effective only to the extent set out in the waiver.

5. Definitions

5.1 In these Terms and Conditions of Services the following definitions apply:

- (a) **Client** means any person or entity that accesses the Services;
- (b) **Provider** means Harriet Moursellas trading as The Heart Mind Alchemist and Jessica Boffa trading as Divine Activation.
- (c) **Services** means any services provided by us to you;
- (d) **Terms** means these Terms and Conditions of Service;
- (e) **us** means the Provider and '**we**' or '**our**' shall be interpreted accordingly;
- (f) **you** means the Client and '**your**' shall be interpreted accordingly.

I have read and understood the above terms and conditions of service.

Guest Signature: _____ Date: _____

Guest Name:

Email:

Address: