

STEVIE RAYMOND - DIETITIAN SERVICES

PURCHASE TERMS AND CONDITIONS

Last updated 17th May 2023

Thank You for choosing Stevie Raymond - Dietitian

These Terms and Conditions govern your initial purchase and related future purchases.

By clicking “accept” you agree to these Terms and Conditions.

1. Purchase Services

1.1. The <https://stevieraymond.com.au> Website, is operated by Stevie Raymond (ABN: 24 596 975 317) trading as Stevie Raymond (**Stevie Raymond - Dietitian**).

1.2. Access to and use of the Website, or any of its associated products or services is provided by Stevie Raymond - Dietitian.

1.3. The Website provides you with an opportunity to browse and purchase Dietetic nutrition consultations (**Services**) that have been listed for sale through the Website. The Website provides this service by way of granting you access to the content on the Website (**Purchase Services**).

1.4. You have agreed to purchase a Service through the Website.

1.5. These Terms and Conditions are to be read in conjunction with the Book Now payment page (**Payment Page**) and Service information home page (**Information Page**) of the Website.

2. Acceptance of the Terms

2.1. You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Stevie Raymond - Dietitian in the user interface.

3. Personal Information

3.1. When purchasing the Service, you will be required to provide personal information such as your full name, date of birth, and e-mail address.

3.2. You agree that all details that you have provided in completing the purchase are true and correct.

3.3. Your personal information is kept in accordance with the Stevie Raymond - Dietitian Privacy Policy (**Privacy Policy**) which can be accessed via the Website or emailing us at hello@stevieraymond.com.au.

4. Purchase of Services

4.1 In using the Purchase Services to purchase the Service through the Website, you will agree to the payment of the Purchase Price listed on the Website for the Service. This is also relevant of future bookings made by you using the Purchase Services interface or made manually by Stevie Raymond – Dietitian in verbal or written agreeance with you.

4.2. Payment of the Purchase Price may be made through PayPal, debit card or credit card through the available payment provider (**Payment Gateway Providers**).

4.3. In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.

4.4. Following payment of the Purchase Price being confirmed by Stevie Raymond - Dietitian, you will be issued with a receipt to confirm that the payment has been received and Stevie Raymond - Dietitian may securely record your purchase details for future use.

4.5. You acknowledge and agree that where a request for the payment of the Purchase Price is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Purchase Price.

4.6. Unless otherwise stated, all amounts are listed in Australian Dollars (AUD) and are GST exclusive, being goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999, exclusive amounts. Where the services are provided outside Australia, GST is inapplicable.

5. Rescheduling and Refunds

5.1. You must notify Stevie Raymond – Dietitian of an intention to reschedule the Services as soon as practicable through e-mail to **hello@stevieraymond.com.au** and abide by the following (**Rescheduling Policy**). You may also use the link located in the Purchase Services appointment reminder email, to manually reschedule the booking yourself.

5.2. Stevie Raymond - Dietitian understands that things change, and therefore if you need to make a request to reschedule your booking time you agree to provide at least 48 hours' notice. If you wish to cancel your appointment and seek a refund of the Purchase Price and you have provided 48 hours' notice, Stevie Raymond - Dietitian will refund the Purchase Price less a \$20 administrative fee. In cases where the Purchase Price had not yet been charged, a \$20 administrative fee will be processed instead.

5.3. Unfortunately, if you have to make changes within 48 hours of your scheduled session, you will forfeit the booking, and the Purchase Price involved and no refund will be provided.

6 Warranty

6.1. Stevie Raymond - Dietitian will use its best efforts and take all reasonable steps to help you achieve your desired results. However, Stevie Raymond - Dietitian makes no warranty that the Services will meet your requirements or that all clients will achieve the same results.

6.2. The Services do come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Service, you are entitled to cancel your contract with Stevie Raymond - Dietitian, and you are entitled to a refund for the unused portion, or to compensation for its reduced value. A major failure with the service is defined by the Australian Consumer Law and includes but is not limited to severe situations where a service is unfit for the purpose it is sold or creates an unsafe situation.

7 Services Disclaimer

7.1. Stevie Raymond - Dietitian will maintain Accredited Practising Dietitian Status.

7.2. You agree that when you purchase the Services, you are solely responsible for creating and implementing your own physical, mental, emotional well-being, decisions, choices, actions and results arising out of or resulting from Stevie Raymond - Dietitian's relationship with you, its educational materials and interactions with you. As such, you agree that Stevie Raymond - Dietitian is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any Services it provides.

7.3. You understand that the Services are not a substitute for medical attention, examination, diagnosis, or treatment. It is your exclusive responsibility to seek such independent professional guidance as needed.

7.4. You should always speak with your physician or other health care professional before adopting any treatment for a health problem or before adopting any new fitness or dietary regime or using any of the Services. If you have or suspect that you have a medical problem, you should contact your health care provider.

7.5. If you have pre-existing medical conditions, are in poor health, or have any concerns as to the commencement of a new nutrition or fitness regime you should consult with an appropriate healthcare professional before beginning any nutrition or fitness program. You should not disregard, avoid, or delay obtaining medical advice from your doctor or other qualified health care provider because of something you have read on this Website.

7.6. If at any time you notice any unanticipated changes to your health (physical, mental, or emotional), you should seek medical attention immediately.

7.7. You acknowledge that the Services are provided on the basis of the accuracy and completeness of the information that you provide Stevie Raymond - Dietitian, following Stevie Raymond - Dietitian's evaluation of that information. You further acknowledge that your failure to provide accurate or complete information may adversely affect the quality, efficacy, or suitability of the Services.

7.8. You acknowledge that by participating in or otherwise obtaining the Services, you are doing so voluntarily and, depending on your particular circumstances, there may be risks to your health. You further acknowledge that these risks may be caused by your own acts or omissions, or those of other users of the Website, or may be risks that are not known to you or are not readily foreseeable at the time of using the Services.

7.9. You agree to release and discharge Stevie Raymond - Dietitian from and against all claims arising out of or in connection with provision of the Services and any techniques employed. This release includes but is not limited to any claim for personal injury, damages and death of any participant which has received a Service from Stevie Raymond - Dietitian.

7.10. If at any time Stevie Raymond - Dietitian provides you with additional resources or reference material during any sessions, these resources and/or reference material is intended to be general information only

8 Liability

8.1. Stevie Raymond - Dietitian's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Course to You.

9 Copyright and Intellectual Property Rights

9.1. Intellectual Property Rights

(a) You agree that any works, documentation, materials, or content of the Services, creative works or information of whatever nature produced or developed by Stevie Raymond - Dietitian or under Stevie Raymond - Dietitian' direction pursuant to or in the course of providing the Services will remain the sole and complete property of Stevie Raymond - Dietitian, whether such property is tangible or is in the nature of industrial and Intellectual Property Rights (including copyright, trademarks and rights of Confidential Information).

(b) There is no assignment of Intellectual Property Rights by Stevie Raymond - Dietitian to You pursuant to these Terms.

(c) Nothing in these Terms affects the Moral Rights in any works, items, materials, or information supplied pursuant to these Terms.

9.2. Indemnification

You hereby indemnify and agree to keep indemnified Stevie Raymond - Dietitian against all liability, losses or expenses You incur in relation to or in any way directly or indirectly connected with any breach of copyright or any rights in relation to copyright in such literary and artistic works supplied as aforesaid.

10 Mailing List Registration

10.1. If you are given the option to register for the Stevie Raymond - Dietitian Mailing List (**Mailing List**), as part of the registration process, you may be required to provide personal information about yourself (such as identification or contact details), including:

- (a) Email address
- (a) Name and address
- (b) Mobile telephone number

10.2. If you choose to register for the Mailing List you agree to receive promotional material, updates, and other content from Stevie Raymond - Dietitian.

11 Governing Law & Jurisdiction

11.1. These Terms are governed by the laws of New South Wales, Australia.

11.2. In the event of any dispute arising out of or in relation to the Purchase Services or the Services, Stevie Raymond - Dietitian agrees that the exclusive venue for resolving any dispute shall be in the courts of Australia, situated in New South Wales, Australia.

12 Severance

12.1. Any provision of these Terms which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these Terms or affecting the validity or enforceability of such provisions in any other jurisdiction.

13 Marketing

13.1. You agree that any feedback or reviews that may be provided by You from time to time may be used by Stevie Raymond - Dietitian for marketing purposes.

14 Entire Agreement and Modifications

14.1. Both you and Stevie Raymond - Dietitian confirm and acknowledge that these Terms and Conditions, Information Page, Payment Page and Website Terms and Condition of the Website constitute the entire agreement between you and Stevie Raymond - Dietitian and shall supersede and override all previous communications, either oral or written, between the parties.