

Website Terms & Conditions

Introduction

Hi there! This website, <u>lisascarfonaturopath.com</u> is owned and operated by Lisa Scarfo ABN: 36 548 151 703. If you have any questions or need further information, please contact:

Lisa Scarfo

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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 and I care about making sure we both know where we stand.

When you visit this website, use my services, or purchase my products 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 me.

These terms may be changed or modified from time to time. Please check back regularly to ensure you are aware of any changes.

There may be additional specific terms of service provided to you in relation to my products, services, and courses. If there is any inconsistency between this document and those specific terms of service, this document is overruled to the extent of the inconsistency.

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

Website Content Disclaimer

On this website you will find blog posts and articles, hints and tips, videos, information about health and wellbeing, infographics, recipes, and eBooks. This information is provided solely for your education and personal development, to provide an understanding of how Naturopathy can help you make great choices for your health and wellbeing.

Content Policy

I take lots of care to provide valuable information, but I cannot be responsible for the use that you make of that information.

Please be aware that the generalized information I provide is not a substitute for specialist Naturopathy advice tailored to your individual circumstances.

There is no professional relationship formed by your visit to my website unless you explicitly choose to work with me by purchasing my services or products.

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

While I take all reasonable care to ensure that the information, I provide is accurate, relevant, and up to date, I make no guarantees in this regard and disclaim any legal liability for any inaccuracy, incompleteness, or error. If you find something that seems problematic, it would be very helpful if you let me know!

I may modify the content provided on this website at any time, including altering or deleting it without notice.

Visitor Responsibilities

The information provided on my website is general advice only. As the information provided on my website is not tailored to your individual needs, please bear this in mind and seek medical and/or professional advice from your health care provider before acting on any information provided.

Downloads

Whilst I do everything possible to ensure content downloads from my website are safe, please note I am not responsible for viruses, other technologically harmful material, or any other damage which might occur because of downloading material from my site. It is your responsibility to maintain your own internet security.

External Links

I am not responsible and have no control over the content of any external sites that may be linked to my website.

Disclaimer for Services and Products

There are several ways you may choose to work with me that are available to purchase or book through my website. The terms and conditions in this document apply to all my services and products unless alternative terms are explicitly stated.

I offer:

- Initial Naturopathic consultations either in clinic or online;
- Follow up Naturopathic consultation either in clinic or online;
- Body Composition testing in my clinic (unavailable online);
- Acute Naturopathic consultations, online only
- Hair 500 Compatibility test package this includes the Hair 500 test and 2 short consultations.
- 14 Day Wellness Cleanse either a do-it-yourself eBook or including 2 short consultations online.

My intention in offering these services and products is to assess your current health status and then give advice to the best of my knowledge and experience to help you achieve your health goals.

My Qualifications and Responsibility

My qualifications include a Bachelor of Science and an Advanced Diploma of Natural Medicine. I have been registered a Naturopath since 1999 with the Australian Naturopathic Practitioners Association (ANPA).

My responsibility to you when purchasing my services is to give health recommendations (including supplements, dietary and lifestyle advice) based on my training and years of clinical experience. I do my best to take all reasonable care and due diligence and strive to commit to best practice in my field. It is a requirement of my association to undertake Continuing Education every year to ensure I keep my skills up to date and learn about new research and developments in Naturopathy.

Your Responsibility

Your responsibility while working together with me is to commit to your own health, safety, and wellbeing. I also request that if I have recommended dietary or lifestyle changes, please try them to the best of your ability. If you have any problems arise, please let me know. While we are working together, I will do my best to help you achieve your health goals. However, your health is your responsibility. I am here to guide and support you through your health journey.

Important Information

Here's a few things you need to know about supplements, especially liquid herbal formulas - they don't taste great. If you have a sensitive palate, please let me know and we'll look at alternatives for you. If you feel unwell in anyway after taking any supplements or herbal medicines, I have recommended please contact me. While adverse reactions are rare, they can still happen.

If you are feeling very unwell and unable to contact me, please seek medical advice. It is also essential to let me know if your pregnant or trying to get pregnant as there are supplements that are contraindicated in these circumstances.

Please also advise of all current medications you are taking at present as there is potential interactions that can happen between certain medications and supplements that I may wish to recommend.

Before booking a consultation with me, please consider the following: Are you ready to make change? Naturopathy may involve using things such as herbal medicines or nutritional supplements, but changes in diet and lifestyle are equally as important. I often say to clients "I'll help put you on a path to get well, but you need to walk on that path daily without me to succeed".

Risks around my products or services may arise if you aren't 100% accurate with information provided - i.e., names and doses of current medications. Please check your medications, write their names and doses down on a list and bring them with you.

I have also found that some clients self-prescribe over the counter supplements after a conversation with a friend or relative. This may run the risk of potential interactions with supplements I have prescribed. If you are not sure, please ask before purchasing.

Naturopaths are not medical professionals and are unable to formally diagnose medical conditions, if this is what you are seeking, please book an appointment with your doctor.

Sometimes a combination of services between myself and other Medical or Health professionals are needed to help you achieve your health goals. If you are concerned about any of the recommendations I make during a consultation, you may wish to seek a second opinion from a relevant Medical or Health professional.

My area of interest is working with female clients, age 30-60 years, looking for support around perimenopause, menopause, and associated conditions such as Thyroid conditions, Stress management and blood sugar management. I also enjoy working with clients managing gut health concerns.

Waiver of Liability

I do not make any guarantees or warranties about the accuracy of any material displayed on this website, with the exception of any non-excludable consumer 10 guarantees and other consumer protection provisions set out in the Australian Consumer Law. I am human and errors creep in despite the best of intentions. If you see something that doesn't seem right, please let me know.

Intellectual Property

Copyright

The content of this website and in all my courses is protected by copyright laws and treaties around the world, with all rights reserved. You may not copy or reproduce any part of my content without my written consent. You may store, print, and display the content supplied solely for your own personal use. You must not use the content or copies of the content provided on this website in connection with any business or commercial enterprise.

You are welcome to share blog posts or other publicly available content through social media, but you must provide a link back to this website. You may link to my home page, provided you do so in a way that is fair and legal and does not damage my reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on my part where none exists.

If you are a student participating in my training, course content may be printed or downloaded to a local hard disk for your personal and non-commercial use only. You must not provide extracts of any course content to anyone else under any circumstances.

Trademarks

I own the unregistered trademarks, logos, and service marks displayed on this website. These trademarks whether registered or unregistered, may not be used in connection with any other product or service without a license, or in any way that is likely to cause confusion in the marketplace, or in any manner that disparages me or my business.

Payment Terms

Payment is requested online by credit card. In clinic I request payment using one of the following - EFTPOS, cash, or credit card.

Online Payments are all handled by Stripe, I do not record or store any account or credit card details on my website.

When coming into my clinic, payment in full is required on the day of your consultation. If requesting online consultations payment is requested at the time of booking your

appointment. If ordering a Hair 500 package or 14-day wellness cleanse, I request payment at the time of purchase.

I currently do not offer payment plans for my products or services; payment is required at the time the product or service is purchased.

Delivery

My consultations are available in person at my Clinic at 91a Goodwood rd Goodwood, or online via Zoom. If online, I will send a Zoom appointment link to you prior to our consultation time. I will arrive on Zoom approx. 5 minutes before our allocated time. If I have been held up, I will ring or email you regarding the delay. If attending a face-to-face appointment at my clinic at Goodwood, please allow some extra few minutes to come a little earlier as we do not have onsite parking. The best side streets for parking are either Albert or Florence St. Walk back out onto Goodwood rd and look for my purple sign out on the Footpath.

Appointment Policies

I realize that life sometimes gets in the way of appointments made. I request 24 hours' notice if you need to reschedule or cancel your appointment. Please note a fee of 50% of the consultation fee will be charged if less than 24 hours' notice if given of a cancellation of your appointment. If an emergency has occurred and the cancellation fee has been raised, please let me know, I'm happy to negotiate a possible waiver this fee if circumstances are beyond your control.

Refund Policy & Consumer Guarantees

No refunds for change of mind, so clients are encouraged to consider carefully whether a purchase is right for them before they make their payment.

If a minor problem has occurred, such as during an online consultation the internet may cut out, or either myself or you are ill and unable to make call. To resolve this minor problem - we can try either a WhatsApp video call or phone call via mobile phone, or if either of us are unwell, I will contact you to make an alternate time to reschedule.

If you feel that there is a problem with my services, please let me know within 48 hours. I am keen to understand what has gone wrong if you are unhappy so that I can address your concerns and try to find a mutually acceptable solution.

I take my obligations under Australian Consumer Law seriously and will do my best to address any issues that arise. However, even if there is a major problem, my liability is strictly limited to: - replacing the goods or providing the services again; or - if I am unable to do so within a reasonable time, paying the cost of having the relevant goods or services supplied to you again.

If a service has been partially delivered and the client changes their mind, the client will be eligible for a refund for the portion of the remaining service, minus a 5% administration fee for processing the refund. For example, if 60% of the service had been delivered, the refund eligible would be 35% (40% service remaining - 5% admin fee to process refund)

During an online consultation I may recommend supplements that I will get shipped to you from a third-party supplier. If you are coming in to see me in a face-to-face consultation and recommend supplements, I will provide them to you at the time of the consultation. If you

have concerns about damaged stock once you have opened the supplements, please contact me to organize replacement stock.

Respectful Communication

I reserve the right to delete any comments on my website or social media accounts which is rude, offensive or which I deem unacceptable. Be polite and play nicely please!

Dispute Resolution & Jurisdiction

If either of us have any concerns arising out of these terms, your use of my website or my provision of products or services, we agree that we shall communicate with the intention of making a genuine effort to seek a win/win solution and resolve any dispute by negotiation and discussion.

Please either call me directly or write your concerns in an email.

All information exchanged during this negotiation process or any subsequent dispute resolution process, shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by everyone involved and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

If we are unable to resolve a dispute by negotiation and discussion within 14 days, we agree to proceed to mediation with the assistance of an independent accredited mediator, seeking online dispute resolution or mediation by telephone if we are not both in South Australia, Australia.

The mediator is to be appointed by agreement between us or, failing agreement within 21 days of the negotiation period ending, the person initiating the dispute will seek the appointment of a dispute resolution professional by the President of the Law Society of South Australia or similar neutral authority.

We agree to share all the costs of mediation equally between us.

We agree that neither of us will commence legal action until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.

Everyone involved in the dispute agrees that they will not publicly or privately disparage any other party, or anyone associated with them, and will act in good faith to refrain from any conduct or communication which might reasonably be expected to interfere with any other party's business or personal interests.

This agreement is subject to the governing law of South Australia Regardless of where you live in the world, you irrevocably agree that if the dispute resolution processes fail, the courts of South Australia, and the Commonwealth of Australia, will have exclusive jurisdiction.