



Website Terms & Conditions

Introduction

Welcome! This website, www.ahealthyview.com, is owned and operated by A Healthy View Pty Ltd ABN: 94 139 519 949. If you have any questions or need further information, please reach out to:

Managing Director

PO Box 3945 Mosman NSW 2088

michele@ahealthyview.com

This document sets out the Terms and Conditions you need to be aware of when using this website or purchasing from me. Please take a moment to read it, as it sets out the terms of our relationship so that we may benefit from clear boundaries and knowing what to expect from each other.

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 & Conditions. If you don't agree, you should not continue to visit this website or purchase anything from me.

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

These Terms & Conditions 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 purchase provided to you in relation to my services & programs. If there is any inconsistency between this document and those specific terms of service, these Website Terms & Conditions are overruled to the extent of the inconsistency.

Content Disclaimer

On this website and in my social media accounts, I provide information about nutrition, health and wellbeing, with a focus on nutritional medicine and preventative practices. This content is provided solely for your education and personal development to help you be your best self.

Content Policy

I conduct extensive research in order to provide content that I believe to be valuable and true but I have no responsibility for the use that you make of that information.

Please be aware that the generalised information I provide is not a substitute for specialist 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 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 content I create is accurate, relevant and up to date, I make no guarantees and disclaim any legal liability for inaccuracy, incompleteness or error. If you find something that seems problematic, it would be very helpful if you let me know!

I may modify my content at any time, including altering or deleting it without notice.

Visitor Responsibilities

You are responsible for your own safety and wellbeing while browsing the internet. Do not act on anything you read without first conducting your own research, consulting appropriately qualified professionals, and making informed choices about what is right for you, based on your personal circumstances.

It really should go without saying, but as a user of my website, you agree not to behave maliciously, spam any other user, post defamatory content about anyone, infect any aspect of my website with malware, hack into any part of my website where you don't have my permission to be, or use my website for any purpose other than consuming my content, engaging in my programs, and purchasing my products or services. You also agree not to use my website or content in any way that is unlawful or harmful to any other person or business. If you do, I have the right to refuse you service and ban you from accessing my website or social media.

Downloads

This site may offer paid and free downloads. While I take cybersecurity seriously and make every reasonable effort to ensure these downloads are safe and hassle free, I am not responsible for any viruses or other damage which might occur as a result of you downloading material from this site. Please make safety your priority and ensure you have adequate protection against viruses and other malicious attacks that may occur without my knowledge or consent.

External Links

From time to time I may provide links to external sites. I have no control over the information provided on these sites, and the links are solely for your information, education or entertainment. I do not endorse any products they offer for sale and have no relationship with them unless otherwise clearly notified.

Disclaimer for Services and Products

There are a number of 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 of my services and products unless alternative terms are explicitly provided to you.

I offer:

- nutritional consultations

- online programs for education about wellbeing
- public speaking, and
- books that I have written.

I may also advertise Retreats where I have been invited to speak. My only responsibility at Retreats is in regard to my own presentation. Any terms applicable to Retreats, including meals, accommodation and activities, will be supplied to you by the Retreat provider, and you should address any concerns that you have with them.

My intention in offering my services and products is to support you to understand the connection between your nutrition, your physical and mental wellbeing, and your emotional resilience.

Why Work with me?

I believe it is my responsibility to:

- conduct consultations in a safe and ethical manner
- prioritise informed consent
- deliver what I have promised with integrity
- hold space for you to explore your needs
- practice within the scope of my qualifications, and
- make all reasonable efforts to meet a high standard of best practice.

What I Expect from You

Important information about how to care for your own wellbeing and get the most value out of working with me is set out below. If you have any questions or concerns, please email me before proceeding with your purchase.

Important Information

For nutritional consultations, your intake form must be emailed back to me before the consultation.

I am not a medical or mental health professional, and my work does not treat or diagnose any disease or illness. At all times, you remain fully responsible for your own physical, emotional and mental wellbeing. If you are taking any medication or treatments, this is not the time to stop.

If you are working with a different health practitioner, it is important that you inform me and continue any treatment plans. I am always happy to work collaboratively as part of your holistic health care team.

If any concerns arise during our work together, I strongly recommend you seek advice from an appropriately qualified medical professional.

Please be patient with your body while doing this work. Nutritional changes take effect gradually and there is no magic wand that can fix everything for you in a single session. You need to take ownership of your journey towards wellbeing, do the work and be prepared to experiment until you find the balance that is best for you.

It helps to approach this work with curiosity and keep an open mind. It is also essential that you are upfront and honest with me in order to really benefit from my services. There may be contraindications between various supplements, vitamins, minerals and medication that I need to take into consideration, so you must warn me if something changes. This includes if you become pregnant, or start taking a new medication. It is especially important that you do not self-medicate, or share any prescriptions or treatment plans with others.

You will get the most out of working with me if you are:

- seeking to improve your physical and mental health so you can make the most of your professional skillset
- an open-minded, curious person who is eager to live your best life
- a HR director or any other role where you are responsible for the wellbeing of your employees

- engaged in any type of leadership program, and would like to know more about introducing a wellbeing foundation to explore productivity, energy and communication, or
- involved in the education sector, either as an educator, student or parent and are keen to know more about the links between nutrition, mental resilience, and wellbeing.

You might not be a good fit for this work if you have a serious medical condition. Please contact me before booking your consultation to see whether I will be able to meet your needs.

Indemnity

I do not make any guarantees or warranties about the accuracy of any material displayed on this website, or the products, services, or programs offered through it, except for any non-excludable consumer 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.

While I make all reasonable efforts to ensure that this website and my services and products meet with the highest standards of best practice, if something does go wrong that is not a direct result of my negligence, misrepresentation or deliberate fault, you agree that, to the fullest extent permitted by law, I will not be liable for any loss or damage arising out of or related to my website, any products or services purchased through it, or any material posted on it, irrespective of whether such damages were foreseeable, and regardless of the nature of the claim.

You take full responsibility for your implementation of any suggestions that I may make while providing my services. You understand that my advice is limited to providing you with options for your consideration, and that you are solely responsible for any actions that you choose to take. Always consult your own values and vision, do your own research, and check with appropriately qualified professionals before making major decisions or making significant changes. You

agree to indemnify me against all consequences arising directly or indirectly from your choices.

You expressly agree that if this indemnity is unenforceable for any reason, my total cumulative liability for all causes of action of any kind shall not exceed the amount that you have paid to me.

Payment Terms

All prices on my website are in Australian dollars and are inclusive of GST.

Payment is required in advance, unless I agree to an alternative arrangement prior to you making your booking or purchase. Alternative arrangements will be entered into at my sole discretion.

I may offer payment plans for some programs. Payment plans are offered for your convenience only, so you can spread your payment out over time. You are still committed to paying the whole amount, even if you change your mind about your purchase, as you have had access to my intellectual property. It is your responsibility to ensure you have sufficient funds to make payment instalments on time.

If an invoice is more than 10 days overdue, you agree to pay all costs, including debt collection agency fees and solicitor's costs, that I may incur in taking steps to recover any money that you owe to me, regardless of whether legal proceedings are issued in relation to the debt.

Refund Policy

I know there is nothing worse than buying something you can't use. As a result, I offer a full 100% satisfaction guarantee if you change your mind and decide your purchase is not right for you within 24 hours, except where a consultation has already been provided.

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, refunding the full amount that you have paid to me.

If you feel that there is any problem with my services or your purchase, please let me know within 24 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.

Delivery

If anything is unclear or confusing, I encourage you to reach out to me so I can provide clarification.

Consultations - provided in person either at your home (by arrangement only), at one of my clinics, or online using Zoom.

Programs - delivered online using Zoom.

Speaking engagements – I am available to speak globally, at a venue arranged by either you or me.

Appointment Policies

Due to the amount of preparation I do before consultations, I require at least 48 hours' notice in order to reschedule a session. If you provide me with less than 48 hours' notice or fail to turn up, you will forfeit your payment for the session.

If you are prevented from attending our session due to an emergency beyond your control, please contact me as soon as possible to let me know. I may agree to reschedule at my sole discretion.

The details of all speaking engagements must be finalised and paid for at least 2 weeks in advance of the actual presentation, unless otherwise mutually agreed in writing. Any cancellations or changes of date, venue or other major alteration during the 2 week window before the event will result in forfeiting the full payment, unless due to circumstances beyond your control in which case an administrative fee may be charged at my discretion.

Intellectual Property

Copyright & Trade Secrets

The content of this website and in all my programs, resources and books is protected by copyright laws and treaties around the world, with all rights reserved.

You may not copy or reproduce any part of my publicly available content without my written consent. This means no copying or downloading under any circumstances.

If you are participating in my programs, content may be printed or downloaded to a local hard disk strictly for your personal and non-commercial use. Course content contains my trade secrets that are offered exclusively to participants. It is an essential condition of participation that you agree that you will not provide extracts of any course content to anyone else under any circumstances.

Commercial exploitation of my content in any way that competes with my business is strictly prohibited.

You may link to content on my website or social media profiles, provided you do so in a way that is fair and legal and does not damage my reputation or take advantage of it. However, you must not suggest any form of association, approval or endorsement on my part where none exists.

Trade Marks

I own the registered and unregistered trade marks, logos, and service marks displayed on this website, including the following marks registered in Australia:

#1515927



A Healthy View...

and #1609978



These trade marks may not be used in connection with any other product or service without a licence, or in any way that is likely to cause confusion in the marketplace, or in any manner that disparages me or my business.

Respectful Communication

I reserve the right to moderate any comments made on this website, in the Facebook Groups I control, and on any of my social media pages and profiles, including deleting comments that I deem to be rude, offensive, spammy or unacceptable, without any notification or correspondence with you. Keep all communication kind and polite, please.

Disrespectful or aggressive behaviour towards me, my team or anybody else will not be tolerated.

If a dispute arises, you agree to refrain from engaging in any public discussions regarding the matter, communicate with me in a polite and respectful manner and avoid any behaviour or communication that could reasonably be expected to negatively impact my business or personal interests. I make a similar commitment to you.

Dispute Resolution & Jurisdiction

If you have any concerns, issues, or complaints arising out of your use of this website, my products or services, or these terms and conditions, you agree to communicate with me with the intention of making a genuine effort to seek a win/win solution and trying to resolve the dispute in good faith through negotiation and discussion. Please email me at michele@ahhealthyview.com and expect a response within 2 business days.

If the problem cannot be resolved within a reasonable time, you agree to pursue mediation and alternative methods of dispute resolution, with litigation being a last resort. I commit to making a similar effort to resolve any disputes in a friendly manner.

These Website Terms & Conditions are subject to the governing law of New South Wales, Australia. Regardless of where you live in the world, you irrevocably agree that if the dispute resolution processes fail, the courts of New South Wales, and the Commonwealth of Australia, will have exclusive jurisdiction.

Thank you for reading & respecting my T&Cs

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