



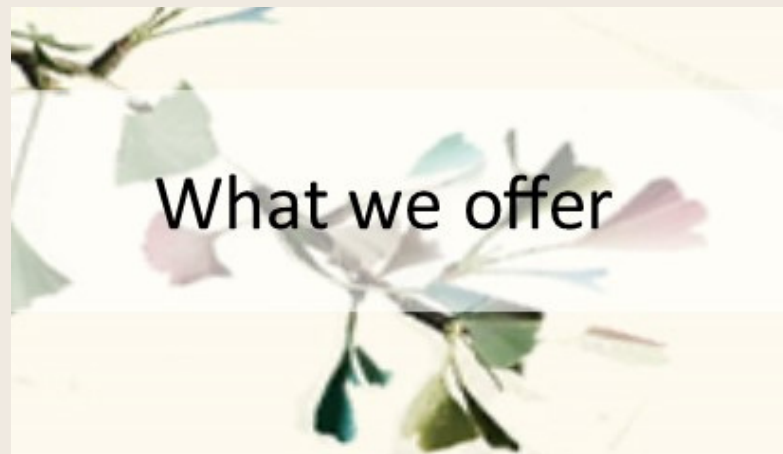
Jacquí Fernandez
(Master of Psychotherapy & Couns, B.HSc (Nat), Dip Nat, Nutr)

Naturopath, Nutritionist,
Psychotherapist & Counsellor

jacquifernandez.com.au M: 0414 402 045

The business card features a decorative floral illustration in the top left corner. The text is centered and uses a mix of serif and sans-serif fonts. The contact information is located in a light green bar at the bottom of the card.

Terms and Conditions



@Jacquifernandez.com.au

Terms and Conditions

BEFORE USING THIS SITE, PLEASE GO THROUGH THE USE OF OUR TERMS AND CONDITIONS.

By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

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Terms and Conditions

General Disclaimer The information contained on the Jacqui Fernandez website and social media channels are not intended as a substitute for medical advice, nor medical care. If you have health concerns, contact your qualified healthcare provider for individualised advice. Through this website and our social media sites, you can link to other websites, which are not under the control of Jacqui Fernandez. We have no control over the nature, content and availability of those sites. Please contact those sites directly for any issues. Our website may contain external links, however, once you use these links we are not responsible for the protection or privacy of any information that you provide when visiting these websites. We encourage you to read their privacy policy before disclosing any personal information.

Service agreement

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

Payment Terms You are willing to be bound by our payment terms and conditions this allows for maximum protection for us and yourself. **Payment in full** is required on the day of consultation and prior to goods are picked up or shipped.

Payment for the provision of goods and services can be made by EFTPOS (debit/credit cards) or via direct bank transfer as per our bank account details on our invoice.

In the situation where you cannot physically collect your herbal tincture from my clinic, I can post either by a courier or Australia Post. All associated costs will be charged to you. We are in no way liable for any loss or damage incurred during shipping and delivery.

We reserve the right to change prices without notice.

Terms and Conditions

Non -Payment Any outstanding amounts payable will incur: (a)Interest charged at the rate of 20% per annum on overdue amounts from the due date of payment.

Terminate the Agreement or suspend the provision of any further goods or services until the date of payment in full of all overdue amounts.

If the Client disputes any part of an invoice, the Client must pay the undisputed portion in full and notify Jacqui Fernandez in writing within 14 days of the reasons for disputing the remaining portion.

In the event that any part of a disputed amount is subsequently determined to be due, the Client must pay the amount withheld, and the Client may be required to pay interest in accordance with clause (a) at the discretion of Jacqui Fernandez. If the payment is delayed by an act, omission or default of the Client or its employees, agents, consultants or contractors, then *Jacqui Fernandez may require the Client to pay Jacqui Fernandez for all reasonable costs and expenses incurred by Jacqui Fernandez and any of her employees, agents, consultants or contractors as a result of the delay.*

Cancellation Policy

One day prior to appointment a 50% fee will be charged and cancellations on the day a 100% fee. Your appointment with us is reserved for you exclusively as we consider it an honour and privilege to be of service. We value your time with us and hope that you value and appreciate the time we have set aside for you exclusively!

Terms and Conditions

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Jacqui Fernandez and any partnership, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Terms and Conditions

Jurisdiction & dispute resolution Jacqui Fernandez is located in Victoria. This agreement is subject to the governing law of Victoria.

NEGOTIATION If you have any issue or complaints arising out of your use of this website or these terms and conditions, you and Jacqui Fernandez agree to make a genuine effort to resolve the dispute through negotiation and discussion.

MEDIATION If we are unable to resolve a dispute by negotiation and discussion within 14 days, the parties must proceed to mediation with the assistance of an accredited mediator who is independent of the parties. The mediator is to be appointed by agreement of the parties or, failing agreement within twenty-one (21) days of the first notification of the dispute, by a person appointed by the Chair of Resolution Institute, (ACN 008 651 232, Level 2, 13-15 Bridge Street, Sydney NSW 2000; telephone: 02 9251 3366, email: infoaus@resolution.institute) or the Chair's designated representative. The Resolution Institute Mediation Rules shall apply to the mediation.

LITIGATION It is a condition precedent to the right of either party to commence litigation other than for interlocutory relief that it has first offered to submit the dispute to mediation.

Litigation is to be considered 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.

Further Questions or Concerns If you have any other questions, issues or concerns about these Terms and Conditions please contact me at Jacquifernandez.com,au.