



# *Website Terms & Conditions*

## *Introduction*

Hi there! This website, [www.ritualherbbar.com](http://www.ritualherbbar.com), is owned and operated by

Belinda Byrnes ABN 78 220 597 481. If you have any questions or need further information, please contact:

BELINDA BYRNES

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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 or have the consent of a parent or legal guardian 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.

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



## *General Disclaimer*

On this website you will find blog posts, recipes, testimonials, information on health and wellbeing and herbal and nutritional products available for purchase. This information and these products are provided solely for the purpose of educating and inspiring healthy lifestyle choices for those who read or purchase them.

### MY RIGHTS & RESPONSIBILITIES

Please be aware that the generalised information that I provide and products that I have available to purchase, are not a substitute for specialised advice tailored to your individual circumstances. I take lots of care to provide valuable information and very high-quality products but I cannot be responsible for the use that you make of that information or for any personal conditions, health concerns or situations that would deem them inapplicable to you personally or cause any harm if you were to follow it.

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

### VISITOR RESPONSIBILITIES

Although I take great care in providing what I believe to be valuable information on this website, your health, safety and wellbeing is your responsibility and there is no professional relationship formed between us unless you explicitly choose to work with me personally by engaging my one-on-one services.

Where applicable it is advised that you seek personalised professional advice before acting on any of the information provided on this website if you are unsure about its suitability to you and your circumstances.

### DOWNLOADS

I am not responsible for any viruses or other damage which might occur as a result of visiting or downloading material from this website. All reasonable care has been taken to minimise risk.



## EXTERNAL LINKS

I am not responsible for the content of any external sites that may be linked to this site.

## *Specific Disclaimer*

This disclaimer relates to any health and wellness programs or advice that is offered via an online platform of any description. Including but not limited to social media platforms and external education platforms that may host courses that I offer.

I hold Advanced Diplomas in both Naturopathy and Nutritional Medicine and offer information and courses that fall within that scope of practice. Because the information that I am sharing on this website is available for use by the general public, it is not designed to take into account your personal circumstances or any contraindications to its application. Therefore, you are responsible for ensuring that you seek individualised professional advice where necessary.

My one on one consultations are designed to address health concerns in more detail and offer an individual approach, taking many factors into consideration and therefore advice can be tailored to your needs. While care has been taken to ensure the safety of the information provided on this site, it is in no way a substitute for a personalised approach. Please seek professional advice from your naturopath, doctor or integrative practitioner if you have any concerns or book a one-on-one consultation via the website.

Information on this website or my social media platforms, is not designed to replace treatment by any Functional Medicine Practitioners or conventional medical treatments and should be used in conjunction with any other treatment that is required. Please use common sense and take your own circumstances into account whenever making important decisions regarding your health.



## *Intellectual Property*

### COPYRIGHT

The content of this website and in all of my courses/resources/ebooks, 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.

You may store, print and display the publicly available content supplied solely for your own personal use.

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

### TRADE MARKS

I own the unregistered trademarks to Ritual Herb Bar, Ritual Herb Bar & Naturopathic Clinic and Belinda Byrnes Nutrition and Naturopathy and all associated logos that are displayed on this site, social media channels and other online platforms. You may not use these marks for any purpose without my express permission. These trademarks 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.

### OTHER

Unless explicitly stated to the contrary, all persons (including their names and images), third party trademarks and content, services and/or locations featured on this website are in no way associated, linked or affiliated with me and you should not rely on the existence of such a connection or affiliation. Any trademarks or names mentioned on this website remain the property of the respective trade mark owners. Where a trade mark or brand name is referred to, it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to me.



## *Payment Terms*

Payments for consultations can be made by credit card via the booking link on this site and will be processed by external secure systems Simple Clinic, Wix, Square or PayPal. If a consultation is booked via phone, message or in person, an invoice will be sent via email and payment should be made with a credit card prior to the appointment date.

Payments for any supplements, herbal preparations or pathology that is dispensed or recommended during a consultation, will be due at the time of the consultation and can be paid by cash or credit card. If recommended supplements are out of stock and need to be ordered for collection at a later date, payment can be made at that time or on collection of the goods.

I use the third-party provider 'Square' and Paypal to take credit payments. I do not have access to your account details. Any financial information you enter is stored under their security policies.

Payments for online courses or store products can be made by credit card or PayPal via my website.

### PAYMENT PLANS

Payment plans may be offered on certain products and services via PayPal Pay in 4 only. This is solely available through PayPal and no responsibility, approval or liability is taken on by me or Ritual Herb Bar & Naturopathic Clinic.

## *Shipping and Delivery*

### SHIPPING

In some instances, clients elect to set up patient accounts with one or more of my suppliers and order supplements directly from the supplier where appropriate. This is not compulsory and would be discussed during a consultation. If appropriate, the shipping costs and times would be determined by the supplier and are in no way influenced or managed by myself. In saying that, I am more than happy to follow up on orders and make enquiries with suppliers on your behalf if required. If you have a patient account with a supplier, you will also be able to contact them directly in relation to shipping.



You will only have access to products that I have added to your patient account and recommended based on the information provided during your consultation as they are usually 'Practitioner Only' products and there are strict guidelines as to how they may be used and dispensed.

For products sold on my website, shipping options will be available to select at the time of purchase. These are subject to change without notice. Any products ordered via the website will be sent via Australia Post within a maximum of 2 business days, using eco-friendly packaging wherever possible. If there is a problem with fulfilling your order for any reason, you will be contacted by email to discuss a resolution and a refund can be made if I am unable to supply the ordered product within a reasonable and satisfactory timeframe.

You will be sent tracking information from Australia Post once your items have been shipped. If for any reason you do not receive your product or it has not arrived within a reasonable time frame, you may choose to follow up with Australia Post using that tracking information or contact me via email [info@ritualherbbar.com](mailto:info@ritualherbbar.com) with the details and I can follow up for you.

If 'Store Pick Up' is chosen as the shipping option, your products will be available for collection on the Saturday immediately following your order being placed between 9am and 1pm at 3B/438 Samford Road, Gaythorne. If for any reason this collection time doesn't suit, please email [info@ritualherbbar.com](mailto:info@ritualherbbar.com) to arrange an alternate time that will be appropriate for both parties. If for any reason I am unable to be in the clinic on the Saturday following your order being placed, you will be contacted to arrange an alternate time for collection or delivery of your purchased goods.

## CONSULTATIONS

One-on-one consultations will take place at 3B/438 Samford Road, Gaythorne or via Zoom meeting, as chosen by you at the time of booking.

Zoom consultations will take place via their online meeting platform. You will receive a Zoom invite via email at the time of booking and it is your responsibility to join the online meeting at the time of your appointment. If for any reason you prefer not to use this platform, other arrangements can be made on request i.e. phone. With any online platform and even via phone, there can be potential for issues with reception or connectivity that may be out of our control. This is very rare and I have ensured to the best of my ability that a good connection is always available from my end, but if there are any unforeseen issues, it will be dealt with on a case-by-case basis and an appropriate time can be rescheduled as soon as possible if necessary.



If you have purchased an appointment plan, it is your responsibility to book and attend all of your purchased appointments within the allocated 6-month time frame. You can email [info@ritualherbbar.com](mailto:info@ritualherbbar.com) to do so and if you still have unused appointments beyond 6 months from the time of purchase, you will potentially forfeit those remaining appointments. Please email [info@ritualherbbar.com](mailto:info@ritualherbbar.com) to discuss available options if applicable.

## *Returns Policy*

### ORDER FULFILLMENT POLICY

If a physical product is no longer available due to it being out of stock, discontinued, or if I cannot fulfill the order within a reasonable amount of time, an email will be sent to discuss time frames or a replacement product and if you are unsatisfied with the outcome, a full refund will be provided.

### CHANGE OF MIND

I do not offer refunds for physical products due to change of mind. If on the other hand, you are dissatisfied with a product or online course that you have purchased, I will offer a full refund within 14 days of purchase.

## *Consumer Guarantees*

### MINOR PROBLEM

If the wrong item being sent out, or minor damage occurring in transit, a picture of the product or damage and a brief description should be sent to [info@ritualherbbar.com](mailto:info@ritualherbbar.com).

If there is a problem with an electronic product like a PDF download or online program sent via email, an email should be sent to [info@ritualherbbar.com](mailto:info@ritualherbbar.com) with details of the problem experienced and another copy will be sent electronically as soon as possible.

For my online 1:1 consultations, I have done my best to ensure that calls and internet connectivity are of a high quality but there is always the potential for outages, calls dropping out or other



technical difficulties from both sides. Regardless of who's connection is at fault, if a Zoom call drops out or cannot connect, I will attempt to reconnect and if unsuccessful, call your phone number and continue the appointment by phone. If this is not possible, we will be forced to rearrange the appointment for another time and complete the entire appointment or the amount of time that was remaining in the call when the issue occurred, whichever is applicable to the situation.

#### CANCELLATIONS OR FAILING TO ATTEND YOUR APPOINTMENT

12 hours notice is required for cancellation of an online or in person appointment. If you are unable to give 12 hours notice, 50% of the appointment fee will be charged and the remainder will be refunded to your nominated bank account. Departing from this normal practice may be appropriate in certain circumstances or emergency situations. This will be considered on a case-by-case basis at my discretion to maintain flexibility for you and respect for my time and business.

If I am unable to attend an appointment due to an emergency I will give as much notice as possible and reschedule the appointment at a time that suits you. If an alternative time cannot be arranged for any reason, I will refund 100% of the appointment fee to your nominated bank account.

#### LIMITATION OF LIABILITY

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 cost of the relevant goods or services supplied that are relevant to the dispute.

If you feel that there is any problem with your purchase, please let me know within 14 days of purchase or completion of your appointment. 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.





## WAIVER

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 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/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 based on the information that I have available to me, and that you are solely responsible for any actions that you choose to take. Always consult your own values and vision and check with appropriately qualified professionals if appropriate 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 limitation of liability 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 for my products/services.

## *Visitor Information*

### COMMENTS POLICY

I expect that communication on my website between myself and others and also communication between visitors to the site should be respectful at all times, including on my social media platforms. I reserve the right to delete any comments on my website or social media accounts which is rude, offensive or which I deem to be unacceptable. Keep it polite and play nicely, please!



### THIRD PARTY CONTENT

Any content that is provided by a third party and posted to my site or social media channels will be reviewed by me before it is posted to ensure that it is deemed appropriate. This content may not necessarily represent my opinion, but each instance will be reviewed individually and the appropriate disclaimer be displayed within the blog article or post.

## *Jurisdiction & Dispute Resolution*

Ritual Herb Bar & Naturopathic clinic, Belinda Byrnes and all of its associated business is located in Queensland. This agreement is subject to the governing law of Queensland.

### NEGOTIATION

If you have any issue or complaint arising out of your use of this website or these terms and conditions, you and I 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, 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 the same location. The mediator is to be appointed by agreement between us or, failing agreement within twenty-one (21) days of the first notification of the dispute, the person initiating the dispute will seek the appointment of a dispute resolution professional by the Resolution Institute: <https://www.resolution.institute/resolving-disputes/get-a-professional>. The Resolution Institute Mediation Rules shall apply to the mediation. We agree to share the costs of mediation equally between us.



## NON-DISPARAGEMENT

If a dispute arises, we all agree that we will not engage in any public discussion about the issues, we will behave politely towards each other, and we will avoid any conduct or communication which might reasonably be expected to unreasonably interfere with any other person's business or personal interests.

## 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.