



Optimal
FAMILY WELLNESS

Website Terms & Conditions

Introduction

Welcome to Optimal Family Wellness. This business and website, www.optimalfamilywellness.com is owned and operated by JMR Works Pty Ltd T/as Optimal Family Wellness, ABN: 52106393051. If you have any questions or need further information, please contact:

Allison Riehs

Office Address: 4/9 Binalong Road, Cooma NSW 2630

Postal Address: PO Box 1086, Jindabyne NSW 2627

Email: allison@optimalfamilywellness.com

Phone: 0491 232 822

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 Optimal Family Wellness cares about making sure we both know where we stand. When you visit this website, use our services or purchase our 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 us.

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

General Disclaimer

On this website you will find blog posts, articles, hints and tips, information on health and wellbeing, naturopathic consultations, health programs, naturopathic testing and functional pathology. This information is provided solely for general information which I am giving you for free, do not take this as specific advice. You are responsible for making an informed decision and you should seek advice off a health professional before acting on any information provided on this website. This information is not to replace medical advice, to treat or diagnose any health or medical condition. If you

JMR Works Pty Ltd T/as Optimal Family Wellness

Website Terms & Conditions

would like professional advice from us please make an appointment and we can go over your health concerns and goals and tailor a treatment plan specific to your needs.

MY RIGHTS & RESPONSIBILITIES

- We take lots of care to provide valuable information but we cannot be responsible for the use that you make of that information.
- Please be aware that the generalised information we provide is not a substitute for specialist advice tailored to your individual circumstances. Please understand that generalised naturopathic information is never a substitute for specialist advice tailored to your personal situation.
- There is no professional relationship formed between us unless you explicitly choose to work with us by purchasing our services or products.
- Any testimonials and promised results we may display on this website are based on our experience and those of our previous clients. They are not guarantees that anyone else will achieve the same results.
- We may modify this information provided on this website at any time, including altering or deleting it without notice.

VISITOR RESPONSIBILITIES

It is your responsibility as a visitor to use this information provided on Optimal Family Wellness as a reference point, not a diagnosis or treatment. You may find information that is relevant to your health condition however, please do not use this information to replace medical advice. Please seek professional advice to help you make an informed decision before acting on any information given on this site.

If you have questions, you may contact me in writing via email to discuss if your case would be suitable for an in depth consultation or discovery call.

DOWNLOADS

Through the website and our social media sites you can link to other websites, which are not under the control of Aussie Naturopath. We have no control over the nature, content and availability of those sites. Please contact those sites directly for any issues. Optimal Family Wellness will not be responsible for viruses or any other damage which might occur as a result of downloading material from our site.

EXTERNAL LINKS

Optimal Family Wellness 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.

THIRD PARTY ADVERTISEMENTS

Optimal Family Wellness takes no responsibility for the content of any advertisements that are displayed and we have no part in or responsibility for any transaction entered into between the visitor and the advertiser.

Specific Disclaimer

This disclaimer relates to our products and services which include: Naturopathic Consultations, dietary prescription, lifestyle prescription, nutritional/herbal supplements, screening tests, workshops, webinar's, products for sale and social media pages. We provide information on this website to give general information on health and wellbeing. As explained above please do not take this as specific advice.

Allison has an Advanced Diploma in Naturopathy. We offer products and services within accordance of Allison's qualifications and to the best of her ability.

You need to seek your own professional advice to make an informed decision on any information given or provided on this website. If you wish to seek our professional advice you can make an appointment for a consultation where we go through your health concerns and goals and give you an individualized treatment plan.

There can be drug interactions and people can also have reactions to natural therapies, you must seek professional advice before acting on any information contained on this website, blogs, articles or social media pages.

You are free to reject any treatment or advice without prejudice from us. The nutritional/herbal supplements are prescribed in a therapeutic fashion and if circumstances change (e.g. pregnancy, cessation/commencement of pharmaceutical drugs etc) from what was presented to the practitioner, you must notify us immediately, so treatment/advice can be altered accordingly if required.

Should a problem arise please contact us directly via email or phone. Naturopathy is not an alternative to seeking medical advice. We can work along side medical specialists to help you achieve your health goals. If there is an emergency and immediate help or counsel is needed please contact your local resources. Australian local resources are: Emergency Services (dial 000); Lifeline 13 14 11; Healthdirect 1800 022 222

Our products and services are for people who are seeking health and well-being information. Someone who is willing to make some changes and work towards their health goals.

Intellectual Property

COPYRIGHT

The content of this website is protected by copyright. No portion of this website may be copied or replicated in any form without the written consent from us. The content is for personal, non-commercial use only, the content may not be sold or copied without written permission. People can share freely on social media so long as they link back to this website.

TRADEMARKS

JMR Works Pty Ltd owns the unregistered trademarks in Optimal Family Wellness, and the logo. You may not use these marks for any purpose without our expressed permission.

Payment Terms

FORMS OF PAYMENT

We accept credit/debit card, Stripe payment gateway, square up and bank deposit as methods of payment.

PAYMENT PLANS

Payment plans available to people who ask for them. If requiring a payment plan, credit/debit card details will be securely stored in our third party payment gateway and regular payments will be taken from your card/account. It is expected that anyone on a payment plan has sufficient funds available for the payments to go through on the agreed payment date, and the program is paid in full prior to the consultation or program end date.

Optimal Family Wellness reserves the right to change prices without notice.

If an item is listed at an incorrect price or with incorrect information, Optimal Family Wellness reserves the right to withdraw an item from sale, and to refuse or cancel orders.

SECURITY POLICY

Optimal Family Wellness has a active SSL certificate keeping your information safe when processing payment information. Forms of payment are outlined above. Card details will only be stored if on a payment plan or if you request to have them saved.

JMR Works Pty Ltd T/as Optimal Family Wellness

Website Terms & Conditions

Shipping and Delivery

SHIPPING

We use a range of couriers as well as Australia Post and shipping fees are payable by the client. Please allow between 1-5 working days for dispatch depending on our current volume of orders. Once in the postal system it can take 1-3 business days for metropolitan deliveries. Rural customers should allow an extra 1-3 business days for delivery. We cannot be held liable for any deliveries which fall outside these times.

DELIVERY

We have a clinic at 4/9 Binalong Road, Cooma NSW 2630. All communication is via phone, email, Facebook messenger or Zoom. Initial discovery calls are preferred via Zoom in order to meet each other and get a 'feel' of the business relationship. If we are a good fit, further communication is preferable via Facebook messenger or email. We will call you at the nominated consultation time. If there is any problems and we need to reschedule we will give you as much notice as possible and offer you another time to connect.

ACCEPTANCE OF GOODS

On receiving an order, you are responsible for inspecting the goods for fault or damage. Should the items ordered not be of acceptable quality, it is your responsibility to notify Optimal Family Wellness as soon as possible. In this event please contact us.

Returns Policy

ORDER FULFILMENT POLICY

If any product is no longer available due to being out of stock or discontinued, we will notify you and give you a full refund for the product ordered.

REFUNDS

Please choose your items carefully as we do not offer a refund for change of mind on consultations, health programs, naturopathic testing, functional pathology, nutritional supplements, herbal medicine and flower essence blends.

Unless a product has a fault or may have been tampered with at the time of sale, Optimal Family Wellness is under no obligation to replace the product or give a refund on an unwanted medicinal. Under the National Health Act and TGA Guidelines for safe practice and dispensing of medicines, it is illegal for a practitioner to re-dispense medicine that has already been dispensed to another patient.

Cancellation Policy

NATUROPATHIC CONSULTATIONS

Life sometimes gets in the way. If you need to cancel your naturopathic consultation, please kindly provide at least 48 hours' notice, to allow us to offer your spot to others who may be needing the appointment. If 48 hours' notice is not provided you will be charged 100% of the consultation fee. No shows are charged the full fee.

HEALTH PROGRAMS

Please select carefully as we do not allow for cancellations of Health Programs once your order has been placed. In the event of a no show for a scheduled consultation during your program, your appointment will be forfeited.

NATUROPATHIC TESTING & FUNCTIONAL PATHOLOGY

Please select carefully as we do not allow for cancellations for these services once your order has been placed.

Consumer Guarantees

If there is ever a problem with a product that is posted to you, please let me know at your earliest convenience and we can organise a replacement (if broken).

If your electronic download is blank or is unable to be opened from your web browser, try using a different web browser first, then try to download again. If there is any issue after trying different devices and browsers, please contact us for access via a different method.

WARRANTY

We strive to ensure all orders dispatched in perfect condition. If for some reason there is a problem with your order, please contact us as soon as possible. Please include your name, order details and the problem with your item. We will work with you closely to ensure we rectify the issue as soon as possible. Where a product is faulty, you are entitled to a refund or exchange (where available).

Visitor Information

RESPECTFUL COMMUNICATIO

We request people interact and behave in an acceptable, respective manner during any interactions on this site, blog posts and on social media. Unapproved advertising,

JMR Works Pty Ltd T/as Optimal Family Wellness

Website Terms & Conditions

disrespectful, offensive or rude comments will be reported and deleted. We reserve the right to filter and delete any comments we deem unacceptable.

RESPONSIBLE ENGAGEMENT

When completing purchases within our online store, it is appreciated if you require payment plans or anything else specific for your needs, that you get in contact via email prior to purchasing. By reading this you agree to the payment terms outlined above.

THIRD PARTY CONTENT

There are certain third party brands and people who interact and may post content on this website. Please note that content posted by third parties is not a direct representation of my opinion.

Jurisdiction & Dispute Resolution

JURISDICTION

JMR Works Pty Ltd T/as Optimal Family Wellness is located in Jindabyne and Cooma, NSW, Australia. This agreement is subject to the governing law of New South Wales.

NEGOTIATION

If you have any issue or complaint arising out of your use of this website or these terms and conditions, you and JMR Works Pty Ltd T/as Optimal Family Wellness 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. We agree to share the costs of mediation equally between us.

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

JMR Works Pty Ltd T/as Optimal Family Wellness

Website Terms & Conditions

opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.