



# Damara Wellbeing Kinesiology

## Working with me

*Thank you for choosing to work with me. My name is Anna Carson, and I'm a Kinesiologist and Resolve Practitioner.*

*This document is a Client Agreement between my business Damara Wellbeing, ABN 65 969 124 466 (me), and you (the "Client") and describes the term and conditions of working with me so we both enjoy the experience!*

You have engaged Damara Wellbeing to provide kinesiology services to you. In this Agreement, Damara Wellbeing may also be referred to as "the Practitioner".

Please read this document carefully and sign and return to Damara Wellbeing via email to [kinesiology@damarawellbeing.com](mailto:kinesiology@damarawellbeing.com). While it is expected that this Agreement will be signed and returned by you, you are deemed to have read and accepted the Terms and Conditions contained in this Agreement upon receipt by you via email AND by continuing to accept and engage the services of Damara Wellbeing.

## TERMS AND CONDITIONS

### 1. Sessions

My session and practice hours are currently Monday, Tuesday and Friday from 9.30am to 2.30pm.

I may be available outside these hours by prior arrangement.

You understand and agree:

1. Before your session, you will be required to
  - a) fill in a Client Intake Form,
  - b) write down what you would like to work on in the session, and
  - c) bring this to your session along with any questions you have.
2. All sessions and Services are non-transferrable.
3. No sessions may include or be attended by any third parties.
4. Late arrival for a session will result in a shorter session with the session concluding at the usual time.
5. To get the most out of sessions conducted through Zoom, you must be free of all distractions.

#### **Delivery**

6. Sessions may be delivered in person or via Zoom.
7. Whether the delivery is in person or via Zoom will depend on location and is at the discretion of the Practitioner.
8. Essential Oil prescriptions are posted within 48 hours of consultations.

## 2. Payment

You understand and agree:

### Sessions

1. Sessions conducted through Zoom are to be paid **before** the session.
2. Sessions bookings are made via my calendar (Acuity) and payment will be requested online at the time of booking via Acuity.
3. Sessions conducted in person or online (via Zoom) may be paid before or after the session via credit card or by bank transfer.

### Therapy Packages

4. All therapy packages are to be paid prior to the commencement of the first session.
5. Payment will be requested online via credit card at the time of purchase.

### Session Duration

6. Initial Consultations are 90mins.
7. Subsequent sessions (follow up) are 60mins or 90 mins determined client needs and requirements.
8. Essential Oil Consultations are 20 mins in duration.

### Payment Plans

9. Payment plans are available upon request.
10. A minimum payment of 50% of the consultation fees for any service will be required for a payment plan to be negotiated on the balance.
11. All sessions bought as packages must be used within 6 months of the purchase date, or they are forfeited.
12. All prices are stated in Australian dollars.

## 3. Cancellation

You understand and agree:

### Sessions

1. You may cancel a one-on-session more than 24 hours of the booked session with full refund.
2. You will be charged 50% of the session fee if you cancel 48 hours before the booked session.
3. You will be charged the full session fee if you cancel on the day of the session or do not show up for the booked session.

### Therapy Packages

4. You may cancel a Therapy Package for any reason within 7 days of purchase.
5. After 7 days no refund is available.
6. All requests for cancellation of services must be made in writing by email to [kinesiology@damarawellbeing.com](mailto:kinesiology@damarawellbeing.com).

## 4. Refund Policy

You understand and agree:

1. Other than provided for in this Agreement, refunds will only be provided to you by Damara Wellbeing if you cancel or if you are unable to attend a session because of serious illness, family emergencies, or other emergencies.

2. Refunds will not be issued for change of mind.

## 5. Therapy Relationship

Kinesiology is an empowering yet an intensely personal process that may be emotional for you.

You understand and agree:

1. Throughout the therapy relationship you will be engaged in direct and personal conversations with the Practitioner.
2. You will be required to be honest and straightforward in your answers to questions put to you during the therapy process.
3. If you believe the therapy process is not working, it is your responsibility to communicate that belief to the Practitioner as soon as possible so the issues can be addressed promptly and effectively.

## 6. Feedback & Dispute Resolution

Your feedback is important!

You understand and agree:

1. You will contact the Practitioner immediately with any concerns so that they may be resolved quickly and effectively.
2. In the event of a dispute you agree to the following Dispute Resolution Procedure:
  - i. You must advise the Practitioner in writing of the nature of the dispute, the outcome you seek and what actions you believe will settle the dispute.
  - ii. You agree to meet in person, via Skype or similar online platform, in good faith to seek to resolve the dispute by agreement and compromise.
  - iii. If an agreement cannot be reached to resolve the dispute any party may refer to a mediator (via Skype only) who will determine time and place for mediation.
  - iv. Both parties (you and the Practitioner) must attend the mediation referred by the mediator, in good faith, to seek to resolve the dispute through mediation or other alternative dispute resolution processes.
3. Confidentiality is paramount to both the reputation of you and the Practitioner.
4. At no time will any communications or discussions be made public. This includes but is not limited to any social media websites of either party.
5. Any public discussion or comments about either party will be considered defamatory, negative or otherwise damaging and will be the subject of compensation in any mediation or litigation claim.

## 7. Acknowledgement & Disclaimer

You understand and agree:

1. You have engaged Damara Wellbeing for kinesiology services at the agreed Fee.
2. The Practitioner is not a psychologist, psychiatrist, or otherwise medically trained, and is not medically qualified to assess your physical or mental medical condition.
3. If you are in any doubt, please seek expert medical advice the services provided by Damara Wellbeing.

## 8. Limitation of Liability

You understand and agree:

1. Liability for the services provided by Damara Wellbeing is governed solely by the Australian Consumer Law and these Terms and Conditions.
2. Nothing in these Terms removes your Statutory Rights as a consumer under Australian Consumer Law.
3. Except for your Statutory Rights, all material (including by not limited to educational and demonstration videos and other material) and services is provided to you without warranties of any kind, either express or implied; and Damara Wellbeing expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.
4. To the extent permitted by law, Damara Wellbeing excludes all express or implied representations, conditions, guarantees, warranties and terms relating to any Services except those set out in this Agreement, including but not limited to implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in this Agreement.
5. Damara Wellbeing guarantees all services are supplied to you with due care and skill and fit for the purpose that the services have been advertised.
6. Damara Wellbeing cannot and does not guarantee that you, the Client, will take the necessary actions identified during the sessions to achieve a specific result. What you achieve through these sessions is your choice and responsibility.
7. To the extent that Damara Wellbeing is unable to exclude liability, total liability for loss or damage you suffer or incur from Services by Damara Wellbeing is limited to re-supplying the Services to you, or, at the Practitioner's option, refunding to you the amount you have paid for the Services to which your claim relates.

## 9. Governing Law

You understand and agree:

1. The Terms and Conditions in this Agreement are governed and construed in accordance with the laws of New South Wales, Australia.
2. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of New South Wales.

By ticking this box **I CERTIFY THAT** I have read this document and I fully understand and agree to and accept all of the terms and conditions contained herein.