

Terms and Conditions of Use

Ask a Dietitian (www.askanapd.com)
Anna Rose Reeves t/a Ask a Dietitian (ABN 60 689 104 733)

The following are Terms and Conditions for the Services provided via the Website by Us.

1. Definitions

Booking means a request to receive the Services at a specified time and date, sent to us via the Website.

Fee means an amount specified by Us and accepted by You at the time of Booking.

Intellectual Property means all copyright, trade marks, patents, designs, know-how, trade secrets, processes, trade dress, confidential proprietary knowledge and other industrial property owned by Us, including that communicated to you verbally or in writing during or in relation to the delivery of the Services.

Late Cancellation Fee means the amount of \$10.00.

Services means dietitian consultancy services and any resulting dietary advice.

Terms means these Terms and Conditions.

Website means the site located at www.askanapd.com, and all associated subpages and subdomains.

We/Us/Our means Anna Rose Reeves trading as Ask a Dietitian (ABN 60 689 104 733).

You/Your means you.

2. Acceptance

- a. By confirming a Booking, You irrevocably accept and are immediately bound by these Terms.
- b. A Booking will be considered to be “confirmed” when the Fee has been paid by You to Us, through a payment method nominated by Us.
- c. The Fee is refundable only if the Services are not at least part delivered, or if it is otherwise refundable in accordance with these Terms.
- d. We may refuse to accept a Booking for any reason, in which case your Fee will be refunded.
- e. We may cancel a Booking for any reason and at any time, in which case your Fee will be refunded.

3. Services

- a. The Booking will specify a time and date at which the Services will be provided (“**Appointment**”).
- b. The Services will be provided in a format specified by Us to You, and may include the Use of third party carriage services such as Skype, Zoom, standard telephone or other online audio/visual communication services.

- c. If You are unable to attend Your Appointment as specified by clause 3(a) of these Terms, you must give Us at least 24hours' notice via anna@askanapd.com.
- d. If You do not attend Your Appointment and/or fail to give Us sufficient notice as specified by clause 3(c) of these Terms, You will be refunded the Fee minus Late Cancellation Fee.
- e. In the event that Your Appointment cannot be started or has not been 75% completed due to technical issues on either end, We will contact You to reschedule the Appointment, or arrange a refund. We may complete the Appointment by email or another text messaging service if, in Our reasonable opinion, it is appropriate to do so.

4. Warranties

- a. The Services are provided on an "as-is" basis, and we do not warrant that the Services will be of any particular benefit, nor cause any particular result. The dietary services we offer are based on the information provided to Us by You, and dependent upon the truthfulness and comprehensiveness of that information. While We will endeavour to ensure the information forming part of the Services is accurate and current, We do not accept any liability for any error or omission.
- b. Where We provide Services with reference to third party material or information, We accept no responsibility for the currency or accuracy of that information, which should be verified with those third parties.
- c. The Services provided are purely in relation to dietary advice, and should not be construed as medical advice. If you are suffering from an acute medical condition, you must contact 000 or your general medical practitioner.
- d. No part of the Fee will be offset by Medicare.
- e. Your private health provider may choose to reimburse you for part or all of the Fee – this is outside Our control, and is a matter for You and your private health provider.

5. Age and Identity

- a. To accept these Terms and receive the Services, you must be over the age of eighteen (18). If You are not, then the Terms must be accepted by a parent or guardian who is over the age of eighteen (18), who must accompany You during the delivery of the Services.
- b. We reserve the right to withhold or cancel the Services if a request for photo identification is not fulfilled by You.

6. Data Security, Privacy and Confidentiality

- a. You acknowledge and accept that any third party carriage service used in the delivery of the Services carries an inherent risk of data breach, and that We cannot be held liable or responsible for any breach of data security in relation to such carriage services, or any loss or damage caused by such a breach.
- b. Our handling of Your personal information will be in accordance with our Privacy Policy.
- c. Excepting reasonable handwritten or typed notes, the content of the Services cannot be recorded under any circumstances, including audio and visual recordings of Your device's screen and speakers.

- d. You agree that We may use Your contact details to facilitate the ongoing provision of communications to You regarding offers and news related to the Services.

7. Intellectual Property

- a. All Intellectual Property remains the property of Us.
- b. Under no circumstances may any Intellectual Property be shared, copied, reproduced, commercialised or otherwise dealt with by You or any other person.

8. Release and Indemnity

- a. You indemnify Us for any loss or damage suffered by Us as a result of any breach of these Terms by You.
- b. Insofar as is allowable at law, you release Us from any claim You have now or later against Us, including for personal injury, and regardless of whether it arose as a result of:
 - i. negligence;
 - ii. breach of contract;
 - iii. breach of statutory duties;
 - iv. breach of fiduciary duties; or
 - v. otherwise.
- c. Notwithstanding clause 8(a) of these Terms, any liability arising on Our part in relation to the Services will be capped at the value of the Services.
- d. You acknowledge that Our professional indemnity insurance only provides coverage within the Commonwealth of Australia, and that if you are not located within Australia you will receive the Services entirely at your own risk.

9. General

- a. These Terms encompass the entire agreement that exists between You and Us in relation to the Services.
- b. These Terms will be construed in accordance with the laws of Queensland, Australia.