



NUTRITIONIST. WRITER. SPEAKER. FOODIE.

Website Terms & Conditions

Introduction

Hi there! This website, samanthagemmell.com, is owned and operated by Samantha Gemmell (ABN: 46 307 231 471).

If you have any questions or need further information, please contact:

Samantha Gemmell

Email: hi@samanthagemmell.com

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 or use my services, 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 seek services from me.

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

General Disclaimer

On this website you will find blog posts, articles, hints, tips, general advice and information on health & wellbeing. This information is provided solely for educational purposes.

My Rights & Responsibilities

I take care to provide valuable information but I cannot be responsible for the use that you make of that information. General information about both business and health I provide is not a substitute for professional and/or health advice tailored to your individual circumstances. There is no professional relationship formed between us unless you explicitly choose to work with me by purchasing my services.

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

I may modify this information provided on this website at any time, including altering or deleting it without notice.

Visitor Responsibilities

The nature of the nutrition and health information provided on this site is general - there is no one size fits all when it comes to health advice. You are responsible for your own health and the choices you make. Please use your common sense and seek advice from your health practitioner if you are concerned about your wellbeing.

The same goes for your business - all advice here is general in nature, with the average health practitioner business in mind. There is no guarantee that every piece of advice will apply to your business. It is best to seek professional advice if you are concerned about the current state of your business.

Downloads

Although I ensure that anything uploaded to my site is safe, I take no responsibility for viruses or any other damage which might occur as a result of downloading material from the site.

External Links

I will link to external links whenever relevant to the content. This includes research, news articles and third parties. However, I am not responsible for the content of any external sites that may be linked.

Specific Disclaimer

This disclaimer relates to my writing and health services.

Writing Services

The purpose of my health writing service is to make it easier for people in the wellness industry to serve their clients/customers. The more time that you have free to spend seeing clients, the greater the impact you have on improving the health of the world.

As a health writer, it is my responsibility to use my writing skills to support your business. This may include:

- Crafting articles for you, using the information you give me during our sessions
- Supporting you in creating your own content for marketing and educational purposes
- Mentoring you in the health writing industry

You are responsible for the information you provide about your business and your modality for the purpose of content creation.

You are responsible for your own physical and mental safety, even if the service is conducted in person. I cannot be held responsible if you get food poisoning from a café brunch, for example! All of your personal costs for in-person service are your responsibility – so no, your 5 coffees are not included as part of the fee.

Results

Writing is an artform, and I cannot guarantee that your articles will go viral or bring in dozens of clients. The success of your content depends on many factors, including your social media strategies, SEO ranking and many others that I am not responsible for.

Suitability

These services are designed to support health practitioners, healers, bodyworkers and health coaches. Anyone who has undertaken formal education (from certificate to tertiary level) and who has an interest in supporting health in their clients and/or customers may suit this service. People who work with mindset, mental wellbeing or any other contributing factors to health may suit these services. It may also suit other businesses that support these people, such as health-niche photographers, large health clinics or health food stores.

However, it is important to note that these services are NOT designed to be suitable for those solely running a MLM or network marketing business. If this is your sole service, I am happy to refer you onto someone better suited to your needs.

If you would like to discuss whether your needs suit my offers, please contact me for an obligation-free chat.

Health Services

As a nutritionist, it is my responsibility to use my training as a health professional to educate about health and wellbeing. This could be through workshops, 1:1 services, recipe development or consulting with your business.

Results, suitability and potential problems that could arise depend on the service offered. If you would like to discuss whether your needs suit my offers, please contact me for an obligation-free chat.

Intellectual Property

The content of this website is protected by copyright. No portion of this website may be copied or replicated in any form without my written consent. You are welcome to share links and quotes from the content as long as it is accompanied by a direct link to the page that you found the content.

Payment Terms

When paying for services, payment can be made via Stripe or bank transfer for Australian clients. International clients may request Paypal if they are unable to use Stripe.

Some services come with payment plans available. The information about payment plan options will be provided to prospective clients when requested.

Unless otherwise arranged, online payments are made using Stripe - to see their security information, [click here](#). If you choose to save your credit card details through Stripe, it will be stored as per their security protocols.

Delivery

Delivery for all online 1:1 and VIP sessions takes place via Zoom. When you book an appointment, you will be sent details about downloading Zoom. 24 hours notice is required for all cancellations and reschedules of appointments.

Late cancellations/reschedules and no-show appointments may result in an additional fee being charged based on the length of the appointment. This information is provided in your confirmation email.

Delivery of content will be via email in the form of a Word Document unless otherwise stated.

Returns Policy

Change Of Mind

I may offer a partial refund to clients who change their mind within a reasonable time frame.

This service requires an investment of my time, so a full refund is not practical. However, if you are unhappy after our first session together, and notify me within 7 days of the session, I will refund your money minus a \$99 fee to cover the time spent together.

If we have not commenced with service when you change your mind, I will refund your money minus any Paypal or Stripe fees (if applicable).

Consumer Guarantees

Minor issues may arise when working together. The internet may go down the day I am due to send out your content. Laptops may be smashed and need replacing, as I recently learned the hard way.

In these cases, I may address the situation by rescheduling sessions and/or contacting you via email to notify you. For a reschedule of a session due to illness or another emergency, I appreciate as much notice as possible.

Major Problems

Major problems may include an extended period of illness, the need to care for a family member and pause all business operations, or any other unforeseen event, which takes me/you away from the business for an extended amount of time.

In this case, I may offer for you to continue the service at a later date.

Cancellation of Contract

If you choose to cancel a service at any time, you will need to inform me in writing by emailing me directly.

If no service has been provided yet, I will provide a full refund, minus any Stripe fees. If the service been provided, but you are unhappy, we will discuss a resolution and appropriate refund amount. Further details are available in your client agreement.

Visitor Information

Respectful Communication

You have an opportunity to interact with myself and others by commenting on blog posts. It is important to note that I have a zero-tolerance policy when it comes to spam and disrespectful behaviour towards myself or others. If you have nothing nice to say, don't say it at all – because I will simply delete rude, offensive and/or inappropriate comments.

Third Party Content

From time to time, I will post articles that contain information provided from other people in the industry. This content represents their opinion, not mine. A link will be provided to their site so you will be able to review their terms and conditions for content.

I may use affiliate links in my content from time to time. However, I never affiliate for anyone who I haven't personally used and/or seen success with my current clients. I will only share affiliate links to services and products that I love and would recommend to anyone!

Jurisdiction & Dispute Resolution

Disputes aren't pretty, but they happen. So here is what happens if we encounter one.

My business is conducted in Victoria, Australia. This agreement is subject to the governing law of Victoria.

NEGOTIATION

If you have any issue or complaint arising out of services purchased or these terms and conditions, we agree to make a genuine effort to resolve the dispute through negotiation and discussion where appropriate.

MEDIATION

If we have a dispute, and are unable to resolve it by negotiation and discussion within 14 days, we must proceed to mediation with the assistance of an accredited mediator who is independent of us. The mediator is to be appointed by agreement of the parties. We agree to share the costs of mediation equally between us.

LITIGATION

Going to court over any disagreement is a last resort. It may not be taken as a step until we have attempted negotiation and gone through an independent mediator without success.