

STEPHANIE MEADES
TERMS AND CONDITIONS OF SERVICE

I **INSERT**

and **INSERT**

of **INSERT**

agree to the following terms and conditions:

Terms and Conditions

Stephanie Meades A.B.N.21 551 134 476 (**Stephanie Meades**) provides clients with guidance through the GAPS Nutritional Protocol (the **Services**).

The terms and conditions contained in this document (these **Terms**) apply to the Services that Stephanie Meades provides you with.

Please read these Terms to ensure that you are fully aware of what I expect of you when you engage me to provide you with the Services.

I may vary these Terms at any time and without notice to you. All variations will be effective immediately.

Engagement

You, the person specified above, hereby engage me, Stephanie Meades, and I hereby accept, this engagement with you, on the terms set out in this document.

Acknowledgements

You acknowledge and agree that:

- your decision to engage Stephanie Meades to provide you with the Services is solely and freely made by you;
- by engaging Stephanie Meades to provide you with the Services, Stephanie Meades has not, in any way, suggested that you participate in the GAPS Program;
- subsequent to you independently registration in the GAPS Program, you are engaging Stephanie Meades to provides you with support services only in relation to the GAPS Program;
- your participation in the GAPS Program is your own decision, which you have made freely, and that all risk associated with the GAPS Program is understood and borne by you;
- as a consequence of the above, Stephanie Meades recommends that you consult with your General Practitioner to determine the suitability of your participation in the GAPS Program;
- some of the products administered by Stephanie Meades may be outside the parameters of conventional medicine in certain countries, including Australia;

- all of our Practitioners hold and maintain a Nutrition qualification and are suitable qualified and experienced to provide the Services on behalf of Stephanie Meades;
- the accuracy, suitability and quality of any support and/or advice provided by Stephanie Meades is dependent on the information that you provide to us; and
- the Services provided by Stephanie Meades are not covered by Medicare or private health insurance.

Provision of the Services

Stephanie Meades will perform the Services with an appropriate level of professional skill and professionalism.

The Services will be provided via Skype, FaceTime or telephone only.

Payment

In exchange for your registration for the Services for an initial 12-week period (the **Initial Period**), you will receive six (6) x one(1)-hour consultations with Stephanie Meades or one of her practitioners, with unlimited contact during the Initial Period.

Payment of the fee for the Initial Period is payable via three (3) monthly instalments of \$800.

Once the Initial Period has ended, the following options will be available to you:

1. You may extend and continue your engagement with Stephanie Meades at a reduced rate of \$700 per four(4)-week block;
2. You may engage Stephanie Meades for unlimited email support for an amount of \$500 per four(4)-week block; or
3. You may engage Stephanie Meades for detailed weekly email support for an amount of \$300 per four(4)-week block.

All payments for the above three (3) engagement options must be made upfront and in full.

Refunds

You will not be entitled to receive any refund with respect to the Services, unless required under law.

No guarantee as to results or outcomes

Stephanie Meades makes no claim or guarantee as to any results or outcomes that you may achieve as a consequence of your use of the Services. You agree and acknowledge that results and outcomes achieved via your use of the Services will vary from person to person, depending on personal circumstances. Therefore, Stephanie Meades offers no representations, warranties or guarantees, regarding any particular results that you may, or may not, achieve as a consequence of your use of the Services.

Limitation of liability

Stephanie Meades's total liability arising out of or in connection with the Services and/or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the cost of the Services paid to Stephanie Meades by you.

You expressly understand and agree that Stephanie Meades, her affiliates, employees, contractors and agents shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages, which may be incurred by you.

Stephanie Meades's liability in connection with the Services is reduced proportionately in the event that you contributed to any claim or loss suffered by you.

Confidentiality

When receiving confidential information, Stephanie Meades will:

- keep all confidential information of the disclosing party confidential, unless strictly required by law;
- limit access to those of its personnel reasonably requiring the confidential information on a strictly need to know basis; and
- unless otherwise agreed, not use any of the confidential information in any way other than to provide the Services to you.

Confidential information excludes, or as the case requires, ceases to include information, which is, or becomes available to the public at, or after, the date of its disclosure to the receiving party otherwise than through the default of the receiving party.

Indemnity

To the fullest extent permitted by applicable laws, you agree to indemnify Stephanie Meades from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses (whether in tort or in contract, including and without limitation, negligence) arising out of, or in any way connected to, the Services.

Privacy

By engaging us to provide you with the Services, you also agree to our [Privacy Policy](#).

Australian Dollars

Unless stated or agreed otherwise, all amounts payable in connection with the Services are in Australian Dollars and include GST for those located in Australia.

No waiver

If Stephanie Meades fails to enforce any of its rights under these Terms, then that does not mean that we waive those rights.

Alterations

These Terms may only be altered in writing and signed by each party.

Entire Agreement

These Terms constitute the entire agreement between the parties in connection with its subject matter and supersede all previous agreements or understandings between the parties.

Severability

In the event that any part of these Terms is found to be void, unenforceable or invalid, then that part is severed, leaving the remainder of these Terms in full force and effect, provided the severance does not alter the nature of these Terms.

Consent

By agreeing to these terms and conditions, you agree to receive electronic communications (including email) from Stephanie Meades and related entities in relation to, our business, including information relating to our Services, competitions, promotions, special offers and any other commercial message. Of course, you may [email](#) us at any time to unsubscribe from receiving electronic commercial messages from us.

Applicable law and jurisdiction

All disputes concerning these Terms shall be determined in accordance with the laws of New South Wales, Australia. In relation to any such dispute, the parties agree to submit to the exclusive jurisdiction of any competent court in New South Wales, Australia.

ENQUIRIES

Thank you for taking the time to observe these Terms. Please [email](#) us if you have any questions about these Terms.

These Terms were last updated 9 October 2017.

SIGNED by **CLIENT NAME** in the)
presence of:)

.....
Client Name

.....
Witness - signature

.....
Witness - print full name