



andrea sun.com.au

Working with me

Booking and Payment Terms and Conditions

Hello. Thank you for choosing to work with me. My name is Andrea Sun and I look forward to helping you to Rejuvenate your Confidence.

This document is the Terms and Conditions of Engagement (the "Agreement") and between ANDREA SUN ABN 53 541 415 419 (me) and you (the "Client") and describes the terms and conditions of working with me so we both enjoy the experience!

This document, together with our Privacy Policy, Voucher Terms and Website Terms of Use apply to your access to the online shopping cart for the supply of services and products purchased via our website.

By purchasing products and services online, through our website, you acknowledge that you have read, understood and agree to be bound by Booking and Payment Terms and Conditions and the Terms Use of Website (including Disclaimer) and Privacy Policy

BACKGROUND

Through my expertise as a Holistic Confidence Coach and acupuncturist, I help my clients to discover freedom, restore energy, take care of themselves, let go of the past, improve relationships, stay focused, and connect with their unique talents. I offer programs, acupuncture sessions, healing courses, and one-on-one sessions to achieve these goals.

You have engaged ANDREA SUN to provide one or more of these services to you. In this Agreement ANDREA SUN may also be referred to as "the Practitioner".

Please read this document carefully. By purchasing a service through this website you are deemed to have read and accepted the Terms and Conditions contained in this Agreement AND by continuing to accept and engage the services of ANDREA SUN.

TERMS AND CONDITIONS

1. Sessions

You understand and agree:

- 1) This Agreement will commence upon acceptance of this document.
- 2) You will be required to complete Client Intake Forms before your session.
- 3) All sessions and Services are non-transferrable.
- 4) No sessions may include or be attended by any third parties unless requested and approved via email prior to the session.
- 5) Late arrival for a session will result in a shorter session with the session concluding at the usual time.
- 6) Sessions are by appointment only.
- 7) To get the most out of sessions, you need to attend your sessions and complete your home play as directed by the Practitioner in a post session email if required.

Delivery

- 8) One-on-one sessions (Rejuvenate your confidence now program; Rejuvenate your confidence & wellbeing throughout life program; Revitalising Acu-Pressure Qi Massage) may be delivered in person (face-to-face), or online via Skype or Zoom, including email support.
Rejuvenate your confidence for now program
- 9) The Rejuvenate your Confidence for Now program is a six-week holistic coaching program OR a six-week coaching/acupuncture/healing/access bars combination package.
- 10) If paying in full, full payment is required before commencing the Rejuvenating your confidence for Now program.

- 11) If paying through a payment plan, a deposit is required before commencing.
- 12) All sessions must be completed within 12 weeks of commencement of the program. All unused sessions will be forfeited after 12 weeks.
- 13) The Rejuvenate your confidence & wellbeing throughout life program is a VIP program with 1.5 hour- 5 .5 hours per month as an ongoing subscription. It includes a coaching package OR a coaching/acupuncture/healing/access bars combination package.
- 14) For best results it is recommended your program participation for at least 8 months.
- 15) Full payment is required before commencing the Rejuvenating your confidence & wellbeing throughout life program.
- 16) If paying through a subscription, you will be charged 1x per month through to your credit card or debit card.

17) Revitalising Acu-Pressure Qi Massage

- 18) This service is available in blocks of 30-minute sessions.
- 19) Full payment is required before commencing each session.
- 20) All sessions must be completed within 3 months of the first booking.
- 21) All unused sessions after 3 months will be forfeited.

Pellowah Empowerment Healing Courses (level 1 (1day), Level 2 (1day))

- 1) Pellowah Empowerment Healing Courses take place in Brisbane, Queensland and/or internationally as advised, on specified dates.
- 2) If paying by payment plan, completion of the payment plan one week prior to the commencement of the Pellowah Empowerment Healing Course .

One-on-One Single Sessions

- 3) Full payment is required before commencing each session.

2. PAYMENT

- 1) We accept payment via PayPal and Stripe and do not retain or store credit card details.
- 2) PayPal and Stripe have separate terms and conditions that govern third party payment processing and we are not responsible for the application of third party payment procession term and conditions

3. Cancellation

You understand and agree:

- 1) You may cancel a session before 24 hours of the booked session with full refund.
- 2) You will be charged 50% of the session fee if you cancel less than 24 hours of 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.

Rescheduling

- 4) You may reschedule your appointment within 24 hours of your booked appointment; however, availability at our requested time is not guaranteed.

4. Refund Policy

You understand and agree:

- 1) Other than provided for in this Agreement, refunds will only be provided to you by ANDREA SUN if you have met your client obligations (listed in No5) and genuinely have not experienced any positive result or are unable to attend a session because of serious illness, family emergencies, or other emergencies.
- 2) Evidence of emergencies from health or other assisting professionals may be requested.
- 3) An administration and processing fee of \$50 and credit fees will apply to all refunds under this policy.
- 4) Refunds will not be issued for change of mind.

5. Client Obligations

To get the most out of your time with the Practitioner, and offered courses, you must fulfil certain obligations.

You understand and agree you must:

- 1) Complete any homeplay or exercises,
- 2) Listen to all modules,
- 3) Attend all appointments,
- 4) Complete at least six sessions,
- 5) Communicate with the Practitioner if you need specific help or have questions.

6. Mentoring Relationship

You understand and agree:

- 1) Throughout the mentoring 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 mentoring process.
 - 3) If you believe the mentoring 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.
7. If you need help in a specific area, it is your responsibility to communicate that need to the Practitioner as quickly and specifically as possible so that the Practitioner can provide help.

8. Errors

- 1) From time to time there may be errors on our website such as wrong pricing, wrong descriptions and offers for products that are not available or are no longer available.
- 2) Despite any clause in these Terms, to the extent legally permitted, we may decline or cancel any orders that are affected by the error, even if the order has been confirmed and a credit card charged.
- 3) If your credit card is charged for the purchase and we cancel the order, we will notify you and credit your credit card account for the amount charged.

9. 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:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.

10. Acknowledgement & Disclaimer

You understand and agree:

- 1) You have engaged ANDREA SUN for coaching and acupuncture 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 condition.
- 3) If you are in any doubt, please seek expert medical advice.
- 4) Coaching and acupuncture is not counselling, psychotherapy or psychoanalysis.
- 5) Coaching and acupuncture does not deal with the medical diagnosis of emotional problems.
- 6) Rebates may be available for acupuncture and remedial massage.

11. Limitation of Liability

You understand and agree:

- 1) Liability for the services provided by ANDREA SUN 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 but 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 ANDREA SUN 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, ANDREA SUN 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) ANDREA SUN guarantees all coaching and acupuncture services are supplied to you with due care and skill and fit for the purpose that the services have been advertised.

- 6) ANDREA SUN cannot and does not guarantee that you, the Client, will take the necessary actions identified during the coaching or acupuncture sessions to achieve a specific result. What you achieve through these sessions is your choice and responsibility.
- 7) To the extent that the Practitioner is unable to exclude liability, total liability for loss or damage you suffer or incur from Services by ANDREA SUN 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.

12. Governing Law

You understand and agree:

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

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.