

## Website Terms & Conditions

This website, www.cocoonbynaomi.com, is owned by Naomi Chrisoulakis (ABN: 57705729094). If you have any questions or need further information, please contact:

Naomi Chrisoulakis / naomi@cocoonbynaomi.com / 0406 339 796.

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. When you visit this website, use my services or purchase my products 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 purchase from me.

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

# General Disclaimer

On this website you will find information on postpartum health and wellbeing. This information is provided solely for the purpose of imparting knowledge and education. While excellent nutrition is well known to be a foundation for good health, I do not guarantee any specific results when you eat the food that I make.

Please be aware that the generalised information I provide is not a substitute for medical or specialised 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 or products.

Any testimonials and promised results 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 expect you to take responsibility for your own your health and wellbeing, using your common sense and knowledge of your own personal circumstances to consider the information and advice offered on this website. I expect you to contact me if you have any questions about the services and food that I offer.

It is your responsibility to take into account any food allergies, sensitivities or intolerances when reading information about the food I make and deciding to purchase my products. If you're unsure of any ingredients or methods, it's up to you to enquire by sending an email to Naomi@cocoonbynaomi.com. If you choose to purchase the food I make, it's your responsibility to inform me of any allergies or intolerances before completing the purchase so I can ensure I can cater to your needs.

# Specific Disclaimer

This disclaimer relates to the postpartum in-home care and food I supply.

I'm a qualified post-partum doula and a Food Safety Supervisor. I have, to the best of my ability, ensured that the food I prepare is suitable for the typical postpartum woman's needs. I follow food safety standards to ensure that the food I make is safe to consume, and information relating to common allergens is on my website and labels.

It is your responsibility to ensure that the food I make is suitable for any specific needs you have. If you have a dietary requirement, it's up to you to discuss this with me before purchasing. It's up to you to store the food I supply appropriately (i.e. refrigerated and used within the time frame) using your common sense.

# **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. Content on social media linked to this website may be used as long as I am appropriately credited.

### Payment Terms

I accept credit cards and Paypal via my website.

My packages, as listed on my website, are paid up front or via payment plan (the latter incurs a 10% administrative fee).

I charge in Australian dollars, and I am not registered for GST.

I accept online payments via Squarespace, Stripe and Paypal. I do not keep any record of customer credit card details.

# Shipping and Delivery

When you purchase a food package, the price of shipping is included in the price for suburbs within 15 kilometres of Sydney's CBD.

ORDERS CLOSE FRIDAY 5PM ~ DELIVERED TO YOUR DOOR MONDAY BETWEEN APPROX. 7-9PM (IF YOU'RE NOT AVAILABLE TO BRING IT IN ASAP, PLEASE LEAVE AN ESKY OR COOLER BAG WITH ICE PACKS).

WE'LL TEXT YOU A REMINDER ON THE DAY, AN ETA THAT EVENING AND ONE MORE WHEN WE'VE DROPPED YOUR FOOD AT THE DOOR.

Once food has been dropped off, we will not take responsibility for spoilage or theft. We will take a photo of where and when it has been dropped off for your peace of mind.

If you live in a security building, we'll need a key or access code. Alternatively you can arrange for someone to buzz the driver in; please note this preference when you place your order.

For my in-home support, I deliver my services at your home. After booking a package, we will organise a time to chat over the phone, in person or email to map out our sessions and discuss your goals and any concerns. If you need to reschedule a particular session, I require 24 hours notice except in the cases where you or your baby may be ill or otherwise affected by unforeseen circumstances. This will be at my discretion.

Appointments cancelled within a 24 hour period may be forfeited at my discretion

Because your health is my priority, if I am ill or otherwise unable to attend, I will give you the option of rescheduling your session or be attended by a back-up post-natal doula.

## **Returns Policy**

For food packages: I do not offer a change of mind refund for food packages. If for some reason I cannot fulfill your order I will offer you a full refund.

For in-home support: I offer a full 100% satisfaction guarantee to clients who change their mind within a certain time frame.

If you change your mind and wish to cancel my services, you may do so within 24 hours after booking and paying (deposit or in full). If you change your mind after this time but before your first session, I can offer a 75% refund. After your first session, I do not offer a refund for change of mind.

#### Consumer Guarantees

For food packages: if you are unhappy with your food, I encourage you to contact me so I can remedy the situation where suitable. If there is something wrong with the food, I will replace it for you.

For in-home support: In the case of my illness or family emergency, you can choose to reschedule or be attended by a back-up doula.

If I am unable to provide food, you can choose to have a refund for the week's food portion (\$159) or have another meal drop at a future time. If my service is significantly different from what is outlined on my website and what we have discussed in terms of your personal care, we will discuss whether there are any potential remedies to the situation.

## Jurisdiction & Dispute Resolution

Cocoon is located in New South Wales, and this agreement is subject to the governing law of NSW.

If you have any issue or complaint arising out of your use of my services or this Client Agreement, we agree to make a genuine effort to resolve the dispute through negotiation and discussion.

If we are unable to resolve a dispute by negotiation and discussion within 14 days, the parties must proceed to mediation with the assistance of an accredited mediator who is independent of the parties. The mediator is to be appointed by agreement of the parties or, failing agreement within twenty-one (21) days of the first notification of the dispute, by a person appointed by the Chair of Resolution Institute, (ACN 008 651 232, Level 2, 13-15 Bridge Street, Sydney NSW 2000; telephone: 02 9251 3366, email: infoaus@resolution.institute) or the Chair's designated representative. The Resolution

Institute Mediation Rules shall apply to the mediation. We agree to share the costs of mediation equally between us.

Litigation is to be considered a last resort and may not be commenced until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.