

Terms and Conditions

This Website, www.thegardendispensary.com.au, is owned and operated by Australian Business Number (ABN) 585 614 6 3525. Queries, questions or requests for further information, please contact info@thegardendispensary.com.au

The Garden Dispensary reserve the right to change, modify, amend, add or remove any parts of these terms at any time at any time.

You unconditionally accept these Terms and Conditions when using this Website. Please read them, as they outline the rights and obligations for The Garden Dispensary. When you visit this Website, use my services or purchase my products, you agree that you are over the age of 18 and accept and bound by these Terms and Conditions.

All products and services advertised on this Website comply with Australian Consumer Law.

General Disclaimer

On this Website, you will find blog posts, articles, generalised guidelines or advice, references or links to studies, hints and tips, information on health and wellbeing as well as research from registered organisations. This information is generic and provided solely for educational and personal development.

Generalised information provided is not a substitute for specialist advice tailored to your circumstances and condition.

Testimonials or results displayed on this Website is information only. These are outcomes from clients and based on their experience. They are not a guarantee that anyone else will achieve the same results or outcomes. Personal details of clients will never be published on this site or anywhere else unless the client provides written consent to The Garden Dispensary.

Specific Disclaimer

This disclaimer relates to the purchase of nutrition services, consultations, presentations and products online through The Garden Dispensary's Website. The services and products provided to you with personalised nutrition advice are aimed at improving health and wellbeing.

I provide these services as a qualified Nutritionist and Dietetics.

Liability

The Garden Dispensary is not legally responsible for any loss or damage unconditionally you may incur from the information provided or with the use of this Website.

It shall be your responsibility to ensure that any products, services, advertisements or information available through this Website meet your specific, individual requirements. You acknowledge that such information and materials may contain inaccuracies or errors, and The Garden Dispensary exclude any such liability unconditionally for inaccuracies or errors.

Links to other websites may from time to time be provided on this Website. This does not imply sponsorship, endorsement, or approval or arrangements between www.thegardendispensary.com.au and the owners of those websites. The Garden Dispensary is not accountable and takes no responsibility for any contents found on the linked websites.

Intellectual Property

The content of this Website is protected by copyright and is owned by The Garden Dispensary. No portion of this Website may be copied or replicated in any form without the written consent of The Garden Dispensary.

Sharing general information on social media is permitted; however, it cannot be reproduced, reformatted or rebranded and must link back to The Garden Dispensary Website.

Payment Terms

Prices and Payments

1. All payments must be made in advance or on the day prior to the consultation.

2. All funds must be cleared in advance.
3. Payment plans must be paid in advance or by the said due dates, or unless authorised by The Garden Dispensary. Late Payment Fees will apply for non-authorised late payments.
4. All prices are in Australian dollars (AUD)
5. Prices are not inclusive of Australian Goods & Services Tax (GST).
6. Prices exclude delivery charges, customs duty and other taxes if applicable unless otherwise advertised or stated.
7. All prices are subject to change without notice.

Special Offers

1. The Garden Dispensary may provide special offers on products and services from time to time.
2. Can be terminated without notice.

Payment Services

1. The Garden Dispensary accept payment via direct bank deposit or credit card and do not retain or store credit card details.
2. Where the client cancels appointments without a minimum of 24hrs notice, no refunds will be provided.
3. Where the client cancels appointments, and a minimum of 24hrs notice has been given, then an alternative appointment time will be agreed, OR 75% of the refund will be provided.
4. Where The Garden Dispensary cancels the appointment, then an alternative appointment time will be agreed, OR a full refund will be provided.

Credit card facilities via Stripe has separate terms and conditions that govern third-party payment processing. The Garden Dispensary is not responsible for the application of third-party payment term and conditions.

Products

1. The full payment for your order (including the product price and applicable delivery charges) is deducted from your chosen payment method on completion of your order.
2. The Garden Dispensary accept payment via direct bank deposit, credit card or cash. The Garden Dispensary does not retain or store credit card details.
4. Inventory Items (when in stock) will be posted within three (3) business days of receiving cleared funds. The Garden Dispensary does not accept any liability through postage systems or delivery failure.

Exchanges

1. The Garden Dispensary allows on certain products to be exchanged, PROVIDED items are returned in original conditions (all seals unbroken), in original packaging and proof of purchase provided.
2. You must contact The Garden Dispensary at www.thegardendispensary.com.au within seven days of payment and provide your name, order number and the reason for exchange for the item (s) to be exchanged or returned.
3. The Garden Dispensary will provide notification of exchange request instructions.
4. The Garden Dispensary reserves the right to refuse an exchange or refund unconditionally.
5. In all cases of exchange, the purchaser is responsible for all return and delivery costs and will be required to pay any difference in the price of new items if applicable.
6. Where approved, exchange or refund will not be provided until The Garden Dispensary has received the originally purchased item.

Defective or Faulty Items

1. The Garden Dispensary may offer a refund or exchange if an ordered item is found to be defective or faulty.
2. You must notify The Garden Dispensary immediately upon noticing any defects or faults AND within seven days of purchase and provide your name, order number and details of the defects or faults and a photo if possible.
3. The Garden Dispensary will provide upon notification request for refund of items, a return address for the items will be provided. Where applicable, send a pre-paid eParcel return slip.
4. Returned items will be examined for faults or defects or will be returned to the manufacturer for their assessment. You will receive a notification from The Garden Dispensary about whether it agrees that the items are faulty or defective. Notification can be between 2 and 14 business days.
5. If deemed faulty by The Garden Dispensary or manufacturer, a replacement item will be shipped where possible (subject to stock availability), or a refund will be issued.

6. The Garden Dispensary will not be responsible if your return is lost in transit back to The Garden Dispensary.

7. The Garden Dispensary will process returns within ten business days from the day the return arrives at The Garden Dispensary.

Availability

1. All products are offered for sale subject to available stock.

Delivery / Shipping / Insurance

1. The obligation is on you to provide the correct delivery address details at the time of ordering.

2. If items/goods are returned because the provided address was incorrect, additional shipping and charges will apply. Payment must be made before the re-release of your items or goods.

3. The majority of inventory Items will be posted within three business days of receiving cleared funds.

4. It is your responsibility to inform me promptly if an order does not arrive, by emailing info@thegardendispensary.com.au. Generally allow 7 - 10 business days.

Promotional Periods

1. Delivery times during public holidays and promotional periods, for example, Christmas, Easter and other periods may extend delivery times. The Garden Dispensary is not responsible for delayed delivery.

Domestic Shipping

1. Australia Post and selected couriers for all domestic shipping.

2. Optional a different delivery address than your billing address. Must be provided and certified in writing.

3. For domestic shipping, please allow up to 10 business days after despatch for delivery Australia wide depending on your location.

4. PO Box numbers are not accepted for shipping.

Title

1. Title (including the risk of loss and damage) in goods purchased pass to you upon delivery.

Shipping and Delivery

Physical goods may be delivered by Australia Post or other reputable courier companies. Deliveries are processed promptly upon receipt of full payment. Delivery may take between 2 and 14 days, depending on the delivery option.

Resolution of damaged or lost orders is with Australia Post or the courier company directly, and The Garden Dispensary is not liable or responsible for goods that are damaged in transit or not received.

Digital goods are delivered within two business days. There are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of my goods, please contact your network provider for assistance.

Returns Policy www.thegardendispensary.com.au handles returns and processes refunds under the Australian Consumer Protection legislation.

The Garden Dispensary recommend you consider using a trackable shipping service or purchasing shipping insurance.

Supplements and edible goods are unable to be refunded or returned for health and safety reasons.

The purchaser should report issues with digital purchases and online packages directly to thegardendispensary.com.au.

Once the processing of an order is complete, there is no refund available for change of mind. The Garden Dispensary encourage clients to choose carefully.

Consumer Guarantees

The Garden Dispensary will work with the client or customer on a case by case situation.

Clients or customers have the right to cancel a contract for services or ongoing supply of products by providing seven business day's notice. You can do this contacting info@thegardendispensary.com.au.

The client or customer may not be entitled to a full refund—the quantity or percentage of a service or product used will determine if a refund is eligible.

Visitor Information

The Garden Dispensary website is designed to provide general information to all.

The right is reserved to delete comments that are offensive or suggestive, personal attacks, anonymous, wildly off-topic, spam or advertisements.

Where The Garden Dispensary reasonably believes that you are or may be in breach of any applicable laws, The Garden Dispensary may use your information and details and forward to third parties such law enforcement agencies about the content and your behaviour.

- Please stay on topic when posting messages as The Garden Dispensary will remove off-topic comments so we can keep discussions focused for the benefit of all.

- Be polite and refrain from using abusive language. Bullying, aggressive and discriminative language is banned, and I reserve the right to remove any offensive posts.

- The Garden Dispensary will remove and spam messages and comments subject to legal issues (defamation, slander, fraudulent), endorsing or publicising illegal activity. The Garden Dispensary will also remove content referring to political or religious topics.

- The Garden Dispensary will remove messages, advertising containing links to outside sources.

- Anyone repeatedly posting material that falls into the above categories will be removed and banned from this page.

The views expressed on third party websites referred to on this Website are solely those of the third party in their private capacity and do not in any way represent the views of The Garden Dispensary.