



# TERMS OF SERVICES

## Lisa Strickland Your Immunity Kitchen

### GENERAL TERMS AND CONDITIONS OF SERVICE – 2022

By using this website or products or services provided by Lisa Strickland Your Immunity Kitchen (LSYIK), you agree to these General Terms and Conditions of Service 2022 (TC's)

Your use of an access to the website and any services or products provided by LSYIK is conditional upon your acceptance of and compliance with these TC's.

You warrant that you are at least 18 years old and have the to enter into a legally binding contract. If you are under the age of 18 years written consent from a parent or guardian is required.

### CONDITIONS OF USE OF THIS SITE AND PRODUCTS AND SERVICES

#### **Medical and Health Disclaimer**

You should obtain advice from a qualified medical, health or other professional person before relying on the contents of information on this website or any products or services provided by Lisa Strickland Your Immunity Kitchen so as to determine their suitability for use by you. LSYIK is not a medical professional and does not give, or purport to give, any medical diagnosis or advice. Nor should anything contained in this website or any products or services provided by LSYIK be construed as medical advice or diagnosis. The products and services offered on this website are for information and educational purposes only.

You are required to obtain advice from an accredited medical professional before you undertake any course/ program. It is strongly advised that this program not be undertaken by any individual such as:

1. individuals who are pregnant, are breastfeeding, or trying to conceive a child.

1. 2. Individuals with any ongoing physical condition including:
  1. cancer or any other long term illness;
  2. liver disease, kidney disease or renal failure;
  3. eating disorders;
  4. diabetes, blood pressure or cholesterol issues.
2. elderly persons;
3. individuals who are recovering from recent illness or injury; and
4. individuals with a low body mass index.

If you possess one or more of these conditions and still wish to undertake the course / program we require a letter from your medical practitioner stating you are capable of participating

Please advise us of any mental or physical health conditions and dietary requirements before you book. If you have health conditions and dietary requirements that may be affected by the activities offered by LSYIK we reserve the right to advise you to desist and in the interests of your wellbeing, or others, we may decline your stay at our retreats. If you do not advise us of your health conditions and dietary requirements we reserve the right to cancel your booking and your payments are forfeited.

### **Disclaimers and Warranties**

The disclaimers and warranties set out below form part of these T and C's in relation to all information and content on this website and all products and services provided by Lisa Strickland Your Immunity Kitchen.

All is provided on an "as is" and "as available" basis without any warranties of any kind (express or implied). LSYIK does not make any warranties:

1. that the website will be error free or uninterrupted;
2. that any file downloaded from the website is free of any virus or contamination or destructive features or that receipt of emails or other communication via the internet such as Facebook, Twitter etc

3. as to the merchantability and fitness for a particular purpose, title, compatibility, security, accuracy or non-infringement of any product, service or publication on this website, or one that is able to be accessed through any link on this website;
4. that a particular result or benefit will be achieved by using any of the information, products or services available through the website or as provided by LSYIK. You acknowledge that results may vary from person to person and that you are using the information, products and services at your own risk;
5. that any information provided is current, accurate, correct or reliable, although all is provided in good faith and is believed to be accurate as at the date of publication. You acknowledge that it may be updated from time to time and that products or services may be mispriced, described inaccurately, or be unavailable. This applies to all content, information or material contained on this website or that can be accessed through any link on this website.

LSYIK reserves the right to change or update information and prices, correct errors, inaccuracies or omissions at any time without prior notice to you.

### **Third Party Content and Links**

These TC's only apply to this website and products and services provided by LSYIK, or third party users of LSYIK's website and social media forums, may provide links to other websites or resources via LSYIM's website or social media forums. LSYIK has no control over these third party sites, content, products or services. You should read the terms and conditions, privacy policies and guidelines of any other website or product or service before using it. You acknowledge and agree that LSYIK does not endorse (and is not responsible or liable for) any third party's website, content, products, services or anything related to them. You further acknowledge and agree that under no circumstances will LSYIK be held responsible or liable, whether directly or indirectly, for any loss or damage that you suffer, or allegedly suffer, in connection with your use or reliance on the website, content, products or services available on any other website or from any third party, or the actions or failure to act of any third parties who are referenced on the LSYIK website.

## LIMITATION OF LIABILITY

### **Indirect and Consequential Loss**

To the extent permitted by law in no event will LSYIK (or her employees, agents or subcontractors) be liable to you for any indirect, special or incidental, punitive, exemplary or consequential loss, costs expenses or damages (including loss of revenue, data, profits or opportunity whether directly or indirectly), suffered or incurred by you and arising out of or in connection with your access to or use of the website, any linked website, your reliance on any information on the website or use of products or services available on it, regardless of whether liability is based on any breach of contract, tort (including negligence) or warranty, arises under statute or any other basis of liability.

### **Total Liability**

To the extent permitted by law, LSYIKs total liability in respect of all claims in connection with use of this website, or products and services provided by LSYIK or any agreement with LSYIK (whether based in negligence, or any other tort, contract, statutory liability or otherwise) will be the total sum of all fees paid or payable by you (up to and including the date the cause of action accrued).

The limitation of liability set out above does not attempt or purport to exclude liability arising under statute if, and to the extent that, such liability cannot be lawfully excluded.

### **Indemnity**

You agree to indemnify LSYIK and any employees, agents and subcontractors from and against any third party claims and all losses, expenses, damages and costs (including reasonable legal fees incurred on a Solicitor/Client basis) suffered or incurred by us, which arises as a result of your breach of these TC's.

## **Intellectual Property**

This website (including content, material, recipes, exercise programs, logos and video) are owned by LSYIK and remain the exclusive property of LSYIK and her licensors. Nothing in the website should be interpreted as granting any right to commercial use or distribution of or transfer of intellectual property rights from LSYIK to you of same without LSYIK's express, written consent.

## **Personal Information Collection Notice**

In using the website or any products or services provided by LSYIK, you may be required to provide certain personal information in which you have certain rights. Your personal information that LSYIK may collect, use and disclose, may include sensitive information relating to your health, age, height and weight and how you pay for LSYIK's products and services. This information is required in order for LSYIK to provide you with the products and services.

LSYIK collects, uses and discloses your personal information for the reasons set out in the Privacy Policy (see website for a copy of the policy). If LSYIK requires your personal information for any other reason, LSYIK will notify you separately at the time of collection. LSYIK usually discloses personal information collected on a confidential basis to contractors and service providers (such as financial service providers) so that they can provide a service to LSYIK (which in turn enables LSYIK to provide services to you). Unless you ask LSYIK not to, she may also use your personal information to send updated information and other promotional material to you.

You consent to your personal information being used and/or disclosed for any reasons given to you by LSYIK (at the time of collection), including the reasons set out in LSYIK's Privacy Policy. You also consent to us using and disclosing your personal information to financial service providers to allow processing of your payments.

You always have the right to request LSYIK to delete or correct information held about you.

The customer agrees that he/she may be photographed and/or filmed during his/her stay and/or activities in connection with LSYIK, and also agrees that LSYIK may use such recordings for promotion and/or advertising purposes without any prior consent. The customer agrees

that LSYIK for marketing and market research purposes may use his/her personal data.

LSYIK assures that all personal data will be treated confidentially and not be transferred to any third party other than necessary to fulfil the booking or deliver the requested service.

### **Payment and Refunds**

Payment is required before access and use of any Lisa Strickland Your Immunity Kitchen Program / service is granted. LSYIK reserves the right to terminate your access or not provide any product or service if your required payment is not made or any instalment payment due has not been paid on time.

All fees are non-cancellable and non-refundable.

If you have chosen a service that requires payment by instalments for a specified term you acknowledge that you are liable for all payments, until the end of the specified term and your account will continue to be debited until the end of the specified term.

When providing LSYIK with credit card, account or other personal financial details to make a payment, you warrant that you have given the legal right to use that credit card/ account to make purchases and the information that you are supplying is true, correct and complete.

We reserve the right to refuse or cancel any order at any time for any reason, including but not limited to product or service availability, errors in the description or price, any other error in your order, or for fraud or unauthorised or illegal transactions, whether actual or suspected.

## **Severance & Termination**

We may terminate or suspend your access to this website or any product or service immediately, without prior notice, for any reason, including if you are in breach of these TC's. LSYIK is not liable to you or any third party for any claims or damages arising out of any termination.

If a provision of these TC's is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other terms.

## **Variation**

If you do not agree with any of the TC's or any amendment, modification, or replacement you must stop using the website, product or service immediately. Your continued use of the website, or a product or service will constitute acceptance of these TC's (and any amendment, modification or replacement from time to time) by you.

## **Survival**

All terms which by their nature should survive termination, shall survive termination and expiry of any registration or membership or other agreement between you and LSYIK, including without limitation, the abovementioned clauses regarding warranty disclaimers, indemnity and limitation of liability.

## **Governing Law**

These T and C's are governed by the law of the Commonwealth of Australia. You agree to submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

## **Contact Us**

If you have any questions regarding this T and C's please contact Lisa Strickland Your Immunity Kitchen.