



## Website Terms & Conditions

### Introduction

This website, [www.justinelaw.com.au](http://www.justinelaw.com.au), is owned and operated by Justine Law ABN: 67 070 664655. If you have any questions or need further information, please contact me via email: [hello@justinelaw.com.au](mailto:hello@justinelaw.com.au)

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 and I care about making sure we both know where we stand.

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.

These terms may be changed or modified from time to time. Please check back regularly to ensure you are aware of any changes (This version current as of May 2021).

There may be additional specific terms of service provided to you (in the form of a Client Services Agreement) in relation to my in-home support if you engage these services. These terms refer to Website Use only and to set out the terms and boundaries under which I operate. If there is any inconsistency between this document and other specific terms of service or agreement, this document is overruled to the extent of the inconsistency.

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

### Website Content - Disclaimer

On this website you will find information about the range services and products offered by me in relation to pre and postnatal care as well as food I supply (both fresh and shelf-stable). This information is provided solely for the purpose to give you enough information to make an informed decision if you would like to engage my services/work with or purchase from me.

Please be aware the information, services and products I provide is generalised in nature and not a substitute for medical or specialised advice tailored to your individual circumstances from your own care provider. I take care to provide information/services and products of value to you but cannot be held responsible for the ultimate use that you make of that information and/or products.

It is your responsibility when visiting my site, to gather information and make informed decisions about whether the services I offer are suited to your specific needs.

While I take all reasonable care to ensure the information I provide is accurate, relevant and up to date, I make no guarantees in this regard and disclaim any legal liability for any inaccuracy, incompleteness or error. If you come across anything that seems problematic and/or needing amendment I am more than happy for you to let me know!

There is no professional relationship formed between us unless you explicitly choose to work with me by purchasing my services and/or products.

Any testimonials and results I may display on this website are based on my own experiences and those of my clients. They are not a guarantee that you will achieve the same results.

I am not responsible for the content of any external sites that may be linked for informational purposes. I operate a complaints handling procedure which I will use to try to resolve disputes when they first arise, please let me know if you have any complaints or comments.

## My Services and/or Products – General Disclaimer

There are a number of ways you may choose to work with me that are available to purchase or book through my website. The terms and conditions in this document apply to all of my services and products unless alternative terms are explicitly stated.

This disclaimer relates to pre and postnatal support services including in-home or digital support which may include (but not be limited to); cooking light meals and snacks in your home, baby feeding/sleep/settling support, product or service recommendations and referrals, emotional and (light) domestic support. It also includes products for sale in the form of care packs.

I have over twenty years' experience supporting families as a professional organiser, cook, nanny and housekeeper have recently completed Postpartum doula training with Julia Jones' Newborn Mothers Collective. I hold current police and working with children checks, Public Liability and Professional Indemnity Insurance, am trained in pediatric first aid and food handling (Food Safety Supervisor level). I also hold current memberships with the Australian Institute of Food Safety and the Doula Network Australia.

It is my legal and moral responsibility to ensure that any actions I undertake on behalf of you are done with your wellbeing and safety at the forefront. I mitigate risk by working within the scope of my role, committing to best practice, ensuring I have up to date first aid, food safety qualifications and keeping my skills up to date with professional development through webinars, self-directed learning etc.

*As my client, it is your responsibility to understand that postpartum professionals do not give advice, treat, diagnose, or prevent any illness. As a parent, you must take responsibility for the decisions you make on behalf of yourself and your family.*

## My Services and/or Products – Specific Disclaimer

### (In-home Cooking and Food Delivery services)

It is expected that you take responsibility for your own health and wellbeing. If you choose to purchase food items or have it prepared by me in your home (or off-site in my registered kitchen) it is your responsibility to take into consideration as well as inform me of any allergies or intolerances (gluten, FODMAPS, anaphylaxis etc.) *before* purchasing or working together so I can cater for your specific needs as much as possible.

I encourage and expect you, as the consumer to contact me if you have any queries in regards to any of the services or products I offer (including ingredients and methods I may use). I have, to the best of my ability ensured that the food I prepared is suitable for most postpartum women - but there will always be variables, nuances and specific personal and cultural needs that need to be taken into consideration.

My domestic kitchen is certified and registered with the City of Boroondara (current to December 2021). I hold current Food Safety Supervisor level qualifications and follow food safety best practice at all times to ensure the food I provide is safe to consume. Information regarding ingredients and common allergens will be available to you. It is my responsibility to take all due care to avoid cross contamination of foods if you have specific allergies. I cannot guarantee there will not be traces of allergens still present in items that have been processed in off-site facilities.

## Intellectual Property

The content of this website is protected by copyright. You may not copy or replicate any part of it in any form without my consent. Commercial exploitation of my content in any way that directly competes with my business is not fair on me and prohibited. You are welcome to share any other publicly available content (e.g., on Instagram or Facebook) as long as it is appropriately credited back to me. Please also note that I have employed the services of a lawyer to create this document and many hours have gone into personalising it to meet the specific needs of my businesses. Please respect my investment and don't plagiarize my content!

## Payment Terms

### In-home services:

I currently accept bank deposit only for in-home support packages and sessions. A 50% deposit is required upon booking and signing of your Client Services Agreement to ensure confirmation of the booking and my availability for the time period you require. The balance is due by the date of our first postpartum session. Payment plans are available upon request with an additional 10% administration charge. All prices are quoted in AUD. I am not registered for GST and it will not be charged to you.

### Online purchases

I accept payments via PayPal for items listed on my website but can also accept bank deposits – please contact me so I can issue you an invoice with bank details. No credit card information will be kept on file. Food Delivery orders will be issued with an invoice via email once your order has been confirmed.

## Shipping & Delivery of Goods and Services

Shipping – I use Sendle for delivery to most metropolitan cities and towns. If Sendle does not cover your region Australia Post will be used. Items are generally dispatched within two working days. You will be provided with a tracking number once shipped. Flat rate for care and pantry packs nationally \$12.50 (plus a surcharge if you live in an area deemed 'remote' by Sendle - please contact me for quote on this).

If you would like to order more than one pack to send to different addresses, please place each order separately. If you would like to order multiple items and have them sent to one address, please email me via my contact form and I will send you an invoice with combined postage (sorry not worked out how to do it without a fancy e-commerce site!)

Home Delivery charge is \$10 (free with your first order). Orders open until 6pm Sunday each week and your food is made fresh to order each Monday from my council-certified kitchen. Deliveries will be Tuesday mornings and are limited to within 5kms from my registered kitchen in Camberwell (3124) as I am a teeny tiny one-person operation and just don't have capacity to deliver further afield at this stage.

Food packages are delivered in an insulated cooler bag and a reusable/recyclable gel ice pack. You will be sent a reminder the day before delivery with an ETA as well as confirmation with a text message once it has been dropped to your door. Ideally items will be refrigerated within 2 hours of delivery. No responsibility can be taken for items left out longer than this if spoilage occurs. If you will not be home to accept delivery and you live in a gated/security building please get in touch to find a way I can safely deliver your order. No responsibility will be taken for theft or damage to your delivery if you are not home to receive it. \*Please do let me know if you would like me to knock on the door on arrival so you can put it away promptly.

In-home services are generally delivered in your home unless other prior arrangements are made and agreed upon. Virtual sessions are delivered via phone or Zoom for which I will send you a link at least 24 hours before our session that will enable you to join the call.

## Refund Policy & Consumer Guarantees

### In-home services:

I offer a *100% peace of mind guarantee* if my services do not meet your expectations. (Please note this is not a change of mind refund – I encourage you to consider carefully if this service is right for you before you engage my services). I am always open to an honest and open discussion to work through the specifics of what you are unhappy with and what we can do to remedy the situation so you feel heard and satisfied with the outcome. Please also keep in mind that as women we often get cold feet at the idea of receiving care, so sometimes this is worth unpacking and taking into consideration if the idea of receiving care brings up some strong feelings for you.

Refunds that fall under my Peace of mind guarantee are to be requested *no later than 14 days* after our first postnatal session. After this time period a refund may be granted at my discretion (minus the initial deposit to compensate for services already provided and the loss of opportunity to work with other clients).

As a rule, I do not offer a refund for change of mind for food packages. If you are not satisfied with

the food prepared for you (either in home or delivered) I do encourage you to contact me so I can remedy the situation to reach an outcome you are happy with. If there is something wrong with the food itself - I will replace it for you e.g., we get carried away chatting and I burn the cookies! If I am unable to fulfill your order (due to sickness or other unforeseen circumstances) I will refund you in full.

#### Products:

Please contact me to discuss any problems with items as first step to see if we can come to a resolution that you are happy with. Returns will be accepted within 14 days of purchase, provided that the items are unopened and unused (unless faulty). The postage cost for all returns is the responsibility of the purchaser. Please contact me at [hello@justinelaw.com.au](mailto:hello@justinelaw.com.au) to facilitate the return process.

If an item is out of stock - a substitute will be offered in its place or a refund offered if preferred. Items are securely packaged with suitable (recyclable or compostable) packing materials. If an item is damaged in transit – please get in touch so that we can resolve the issue.

#### Limitation of Liability:

I take my obligations under Australian Consumer Law seriously and am open to hearing if you have any problems. However, if there is a problem, my liability is strictly limited to;

- 1) replacing the goods or providing the services again; or
- 2) if I am unable to do so within a reasonable time, paying the cost of having the relevant goods or services supplied to you again.

## Jurisdiction & Dispute Resolution

My business is located in Melbourne (3124) and this agreement is subject to the governing law of Victoria, Australia. If you have any issue or complaint arising out of your use of my services or my Client Services Agreement, I agree to make a genuine effort to resolve the dispute through negotiation and discussion. Communication is key!

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](mailto: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. This basically means that we agree not to go to court until we have really tried our best to work things out, and the mediator agrees that we are not going to resolve this on our own so we need a judge to make the decision for us.