

Terms and Conditions

All readings/retreats will be conducted by Glenda Donald to the best of her ability.

By making bookings or ordering products, you (the **Customer**) agree to be bound by these Terms and Conditions.

1 Bookings

- 1.1 Bookings are to be prepaid online for phone/distance readings, or may be paid at the time of the reading when attending personally.
- 1.2 Failure to show for an online reading will result in full forfeit of the payment.
- 1.3 Bookings cancelled within 24 hours of the reading appointment will incur a fee that is 50% of the reading payment.
- 1.4 However, if the reading is rebooked there will be no cancellation fee, only a \$20 rebooking fee to be paid in addition to the standard fee applicable to the reading.

2 Confidentiality & Privacy

- 2.1 All readings are private and confidential.
- 2.2 All readings may only be recorded for personal use and with prior permission in writing from Glenda Donald/Soul Sourcing.
- 2.3 All readings/recordings may not be uploaded, reused, emailed, copied or relayed in any form to another person or the public. Any such step will constitute a breach of these Terms and Conditions.
- 2.4 Glenda Donald/Soul Sourcing reserve their rights to take whatever action they consider necessary in respect of a breach of clause 2.3 above. It is acknowledged that damages is not an adequate remedy for such breach and that injunctive relief is appropriate in the circumstances.
- 2.5 Glenda Donald/Soul Sourcing is mindful of your privacy and confidentiality, and your personal information will not be revealed without your written approval, except in a life threatening situation.
- 2.6 Information willingly shared at a retreat by any participant is to remain private and confidential, and cannot be discussed or relayed to any third party, except with the consent of the participant who shared the information.

3 Pricing

Currency used is Australian Dollars and prices are subject to change without notice.

4 Refunds

To the maximum extent permitted by law, refunds will be provided in accordance with these Terms and Conditions, and at the sole discretion of Glenda Donald/Soul Sourcing.

5 Rights reserved

- 5.1 Glenda Donald/Soul Sourcing reserve the right to refuse any client attending a retreat or to terminate a reading at any time where personal and/or professional boundaries have been violated.
- 5.2 Refund of payment will be at the sole discretion of Glenda Donald/Soul Sourcing.

6 Website referrals

- 6.1 This website may provide further information via links to other websites, however this is neither an endorsement nor is Glenda Donald/Soul Sourcing responsible for the content of the referred website.
- 6.2 You may not create a link to this website from another website or document without prior written consent from Glenda Donald/Soul Sourcing.

7 Liability and Indemnity

- 7.1 To the maximum extent permitted by law, the use of any product or information provided by Soul Sourcing/ Glenda Donald/or this website is entirely at your risk, liability and full responsibility.
- 7.2 Readings are for entertainment purposes only, and information given is for guidance and **cannot** be taken as professional, medical, psychiatric or other advice.
- 7.3 Any decisions made or actions taken with the information provided by Glenda Donald/Soul Sourcing is at your own interpretation and judgement.
- 7.4 Glenda Donald/Soul Sourcing does not treat, diagnose, cure or prescribe anything for physical or psychological illnesses or disorders, and it is recommended that the you seek professional medical advice. Common sense should always prevail
- 7.5 All claims, declarations and statements made in regards to all of the content are NOT guaranteed.
- 7.6 The Customer indemnifies Glenda Donald/Soul Sourcing against any Loss incurred by Glenda Donald/Soul Sourcing in connection with:
 - (a) its obligations under these Terms and Conditions; or
 - (b) any act or omission by the Customer in connection with the subject matter of these Terms and Conditions.

Loss includes, in each case whether of a direct, indirect or consequential nature:

- (a) any liability, damage, cost (including reasonable legal costs on a solicitor and own client basis) and other outgoing, and any diminution in value of, or deficiency of any kind in, anything; and
- (b) to the extent not covered in paragraph (a), any loss of profits, sales, turnover, reputation (or damage to it), production, anticipated savings, goodwill, business opportunities, customers, software or data, or loss of use of any software or data, and loss in connection with any other contract.

7.7 Warranties excluded

Subject to any condition, warranty or right implied by, or any statutory consumer guarantee contained in, any law (including the Competition and Consumer Act 2010 (Cth)) which cannot by law be excluded by agreement:

- (a) Glenda Donald/Soul Sourcing gives no warranties, and the Customer has no other rights, apart from those, if any, expressly set out in these Terms and Conditions; and
- (b) all implied conditions, warranties and rights are excluded.

7.8 Statutory warranties

Where any condition, warranty or right is implied by law, or any statutory consumer guarantee applies, and cannot be excluded, Glenda Donald/Soul Sourcing limit its liability for breach of, or other act contrary to, that implied condition, warranty or right or statutory consumer guarantee:

- (a) subject to the qualifications in section 64A of Schedule 2 of the Competition and Consumer Act 2010 (Cth) or any other law:
 - (i) in connection with the supply of goods, to any one or more of the following (as Glenda Donald/Soul Sourcing may determine):
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the costs of replacing the goods or of acquiring equivalent goods; or
 - (D) the payment of the costs of having the goods repaired; and
 - (ii) in connection with the supply of services, to one of the following (as Glenda Donald/Soul Sourcing may determine):
 - (A) the supplying of the services again; or
 - (B) the payment of the cost of having the services supplied again; and
- (b) otherwise, to the extent permitted by law.

7.9 Indirect loss

Subject to the provisions of 7.7 and 7.8, and despite any implication arising from any other provisions of these Terms and Conditions, Glenda Donald/Soul Sourcing is not, and will not be, liable to the Customer in contract, in tort, under any statute (to the extent permitted by law) or otherwise for, or in respect of, any:

- (a) indirect or consequential loss or damage; or
- (b) loss of profits, sales, turnover, reputation (or damage to it), production, anticipated savings, goodwill, business opportunities, customers, software or data, or loss of use of any software or data, or loss under, or in relation to, any other contract; in each case, whether of a direct, indirect or consequential nature,

suffered by the Customer or any other person and arising out of any breach or other act or omission in connection with these Terms and Conditions.

7.10 Liability capped

Subject to this clause and despite any implications arising from any other provisions of this agreement, the total liability of Glenda Donald/Soul Sourcing in contract, in tort, under statute (to the extent permitted by law) or otherwise for, or in respect of, any direct loss or damage arising out of any breach or other act or omission in connection with these Terms and Conditions, together with any amounts payable under obligations of indemnity, restitution or other entitlements of the Customer to compensation, will not exceed the cost of the goods or services provided by Glenda Donald/Soul Sourcing to the Customer.

8 Entire agreement

These Terms and Conditions:

- (a) record the entire agreement between the parties; and
- (b) supersede all previous negotiations, understandings, representations and agreements,

in relation to the subject matter of these Terms and Conditions.

9 Governing law and jurisdiction

9.1 These Terms and Conditions are governed by the law in force in New South Wales; and

9.2 The parties submit to the jurisdiction of the courts of New South Wales.

10 Severability

If any part of these Terms and Conditions deed is for any reason unenforceable, that part must be read down to the extent necessary to preserve its operation. If it cannot be read down, it must be severed.