

TERMS FOR WORKSHOP, PSYCHOLOGY AND FAMILY THERAPY FOR CLIENTS/CUSTOMERS

These Terms for Workshops apply to all clients and customers, or all potential clients and customers of Leonie White [ABN 43701245627] (“we, us, our”). These Terms for Workshops, Psychology and Family Therapy (Therapy) together with the Terms of Use and any other terms and conditions and policies we publish or link to on our website and services form an Agreement with us (“Agreement”). “You” could be any customer or client of ours.

By clicking that you understand and agree to these Terms for Workshops, you are agreeing to be bound by these Terms for Workshops; if you do not agree, you cannot purchase a ticket. We may change these Terms for Workshops at any time, and by continuing to use or access our website and services, you are accepting those changes.

There are no age restrictions for purchasing a ticket. Workshops are for professionals, while family therapy may include children. You agree to provide current, complete, and accurate information to us, and promptly inform us of any updates to your information.

OUR WORKSHOPS

To book any of our Workshops you must email us to arrange a free 15-minute phone consultation, during which we will determine if a Workshop should be scheduled. Upon registering for a Workshop, you will be required to provide personal information, which will be handled in accordance with our Privacy Policy which also available on this website.

PRICES AND DESCRIPTIONS ON OUR WEBSITE

All our prices are in Australian dollars and include GST. We may change prices for Workshops without notice to you. We may discount or offer free tickets to Workshops from time to time. We may also discontinue any unbooked Workshops at any time or change our range of Workshops at any time without notice to you. We are not liable for any price changes, other changes, or any discontinued Workshops.

The descriptions of Workshops may also change without notice to you. There may on occasion be errors or omissions in the descriptions or prices, times, and availability and promotions. We may, but are not obliged to, correct any errors or omissions, or change and update information or cancel Workshops if information is inaccurate at any time, without prior notice to you.

Except as required by law we do not warrant the quality of the Workshops or warrant that they will meet your expectations.

YOUR OBLIGATIONS AND CONDUCT RULES

By registering for the Workshop or Therapy, you agree to provide us with various personal information (“information”). You represent and warrant that:

- all information you provide is true, correct, current and up- to date; and
- you will respond promptly to any of our requests for further information.

In the event that we find that any information is not true, correct, or current, we may at our sole discretion immediately ban you or eject you from our Workshops or Therapy.

You must conduct yourself appropriately at our Workshops and Therapy. If you engage in any of the following, we may, at our sole discretion, prohibit your entry or eject you from our Workshops or Therapy.

- any inappropriate or offensive conduct including but not limited to, any insults or profanity, conduct that is religiously, racially, or sexually offensive, or threatening or abusive;
- any illegal conduct including, but not limited to, anything defamatory;
- any immoral conduct including but not limited to, anything pornographic or obscene; or
- any conduct that impersonates any other person or misleads other attendees;
- any overly inebriated conduct or intoxication where you are being disruptive; and
- any photography or videography of the Workshop except with our express permission.

If you consider that someone is breaching the conduct rules, please notify the host immediately so that we can address the issue immediately.

PAYMENT TERMS

You agree to pay for your attendance after your session, either via bank transfer, credit card payment through a Square link, or by using a Square device for tap and pay. Supervision clients will be charged GST, while counselling and family therapy clients will not be required to pay GST. All sales are non-transferable and non-refundable.

TRANSFERS

Any transfers to other Workshops or Therapy are at our sole discretion and are subject to numbers and availability.

REFUNDS

To the extent permitted by law, any refunds are at our absolute discretion. We do not provide refunds for your change of mind, or where you failed to provide us with adequate information, or can no longer attend for any reason, including if you are sick. On occasion we may permit you to transfer to another Workshop date, time, or venue.

WORKSHOP CHANGES

Appointments must be cancelled with at least 24 hours' notice. If you fail to provide 24 hours' notice, a fee of 50% of the booked consultation will be charged.

Despite our reasonable endeavours, on occasion we may need to change venues, times or dates at short notice or even cancel a Workshop or Therapy. This is because we rely on the cooperation of venues, and the sales of sufficient tickets to Workshops or Therapy to enable suitable pairs. We will notify you as soon as possible of any changes. In these circumstances we may also offer a transfer to another Workshop if the new venue, time, or date is inconvenient to you. We do not provide refunds except as required under the Australian Consumer Law.

CONSUMER GUARANTEES AND REFUNDS

You are entitled to various consumer guarantees, rights, and remedies under the Australian Consumer Law including, but not limited to, rights to refunds where there is a major change with the Workshop or Therapy, such as where there is a date change, the venue is much further away, or it is cancelled.

If a fails to meet a consumer guarantee, please notify us at drleoniewhite@gmail.com. You will have the right to have the ticket price refunded if it doesn't meet a consumer guarantee.

INTELLECTUAL PROPERTY AND PUBLICITY

We own or have a license to use all Intellectual Property Rights in any Materials we may provide you throughout the performance of the Services.

All Intellectual Property Rights in the Materials are retained by us, and we grant you a non-exclusive, revocable, royalty-free license for the period of this Agreement to use those Materials inside your organisation.

MARKETING

You permit us to photograph and/or video the Workshops and use the photographs for marketing and information purposes, or publications exhibitions and professional awards. You must seek our prior written consent before any publication of information about us.

We will not utilize any client information or photograph and/or video from Therapy for marketing.

TERMINATION

We may refuse to provide admission to Workshops or Therapy to you, or anyone, for any reason, at any time. In particular, if you breach this Agreement, we may immediately ban your purchase of any tickets at Workshops. We can also stop offering our Workshops at any time, for any reason, and without notifying you. We are not responsible to you for any changes, or if we suspend or stop our Workshops.

LIABILITY AND INDEMNITY

Your use of, or inability to use our website services is at your sole risk. To the maximum extent permitted by law, we are not liable for any Loss or damage arising from your attendance at a Workshop or Therapy including, but not limited to, any errors or omissions in any website content, price changes or discontinued s and/or services, changes to the venue, dates and times, and any interruptions, any changes, termination of a Workshop.

To the extent which we are entitled to do so, our liability under the Australian Consumer Law will be limited, at our option to:

- the supply of equivalent services e.g. a ticket at an alternative Workshop or Therapy; or
- the payment of the cost of your ticket to the Workshop.

In any case, our liability to you will not exceed the amount actually paid by you to us for the most recent Workshop you have paid for.

You agree to indemnify us, and to keep us indemnified from any Claim arising out of or in connection with your breach of this Agreement, including the conduct rules, where you provide incorrect personal information, where you leave during a Workshop, any lack of matches at a Workshop, any disclosure of your personal information, and any further meetings or communications with attendees met at a Workshop.

IF THERE IS A DISPUTE

If at any time our Workshops or Therapy are not reasonably acceptable to you or we disagree on the quality of the Workshop you will immediately notify us of any such reason, the specifics, and will give a reasonable opportunity for us to respond and address any concerns.

If a dispute arises, you acknowledge and agree that confidentiality is paramount to our reputation. At no time will any communications or discussions be made public, including but not limited to any social media websites. Any public discussion or comments considered defamatory, negative, or otherwise damaging will be the subject of compensation in any mediation or litigation claim.

In the event of any dispute that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each party agrees to pay their own costs.

OTHER

This Agreement is to be construed in accordance with the laws of QLD, Australia, and you and we submit to the jurisdiction of the courts of QLD, Australia. This is the entire agreement between you and us, and supersedes any prior agreements, proposals, and communications whether oral or written, between you and us. In the event of an inconsistency between these Terms for Workshops and other terms and conditions on our website, these Terms for Workshops prevail. No other term is to be included in this Agreement except where it is required to be included by law. The failure by us to exercise any right or enforce any provision in these Terms does not waive the future operation of that right or provision. In the event that a provision in this Agreement is not enforceable, such provision shall be severed from this agreement to the extent permitted by law, and the remaining provisions will remain in full force and effect. All obligations and liabilities in these Agreement survive termination of this Agreement.

DEFINITIONS

Agreement means these Terms for Workshops, and the Terms of Use and all other terms and conditions and policies published or linked to on our website.

Claim means any claim, under statute, tort, contract or negligence, any demand, award, or costs.

Client means you, the client who agrees to these terms and conditions.

Intellectual Property Rights means all copyright, trademarks, design rights, patents, trade secrets and confidential information whether registered or unregistered.

Loss or Damage means any direct, indirect, incidental, punitive, special, or consequential loss or damages of any kind, including but not limited to, any loss of profits, revenue, savings, loss of data, loss of enjoyment, virus to systems, personal injury, death, negligence, trespass, property damage and legal costs.

Materials include but are not limited to any resources, blogs, YouTube videos, clips, card sets such as "Helping Families Thrive."

Our Representatives means any of our employees, agents, contractors, or subcontractors.

Services means the Workshop and other events we agree to provide to you.

We, us, or our means Leonie White [ABN 43701245627] and includes any of our directors, officers, employees, agents, partners, contractors and where relevant any parent companies or subsidiaries.

Website and services means www.drleoniewhite.com, and everything available on this website including, but not limited to, all products and services.

ADDITIONAL TERMS FOR ORGANISATIONS

These Terms for Workshops extend to organisations wishing to book a Workshop for their employees (“Organisational Client”). An Organisational Client could be any company, corporation, firm, partnership, or association that enters into an Agreement with us to facilitate a Workshop exclusively for its employees.

BOOKING PROCESS

To book a Workshop for your employees, an authorised representative of the Organisational Client must contact us directly to discuss the specific needs and objectives of the Workshop. Following this initial consultation, we will provide a tailored proposal including the scope of the Workshop, pricing, and any additional terms and conditions relevant to the Organisational Client. Organisational Clients may have the option to request customisation of Workshop content to better suit their objectives. Any such customisations must be agreed upon by both parties in writing and may be subject to additional fees.

The Organisational Client agrees to:

- Provide accurate and complete information about the organisation and its employees who will be attending the Workshop.
- Ensure that all employees attending the Workshop are made aware of these Terms for Workshops and comply with them.
- Be responsible for the full payment of the Workshop fees as agreed in the proposal before the scheduled Workshop date.

PAYMENT TERMS

Payment terms for Organisational Clients will be as specified in the proposal provided following the initial consultation. Unless otherwise agreed, payment must be made in full at least 14 days prior to the scheduled Workshop date.

CANCELLATION BY ORGANISATIONAL CLIENT

If the Organisational Client needs to cancel or reschedule a booked Workshop, the following conditions apply:

- Cancellation or rescheduling requests must be made in writing at least 30 days before the scheduled Workshop date to be eligible for a full refund.

- Cancellation or rescheduling requests made less than 30 days before the scheduled Workshop date will incur a cancellation fee of 50% of the total Workshop fee.

- Cancellation or rescheduling requests made less than 14 days before the scheduled Workshop date will not be eligible for any refund.

We reserve the right to modify these cancellation terms based on the specific requirements and scale of the Workshop booked by the Organisational Client.

All other terms and conditions outlined in this Agreement, including, but not limited to those relating to Intellectual Property Rights, Liability and Indemnity, and Dispute Resolution, apply to Organisational Clients to the extent relevant and not in conflict with the specific terms set out in this section.

Organisational Clients acknowledge and agree that they are responsible for ensuring that their employees' participation in the Workshop complies with all applicable laws and regulations, including workplace health and safety laws.