

Abylene Chalmers

The Nourishing Kitchen Garden

Terms and Conditions

We are Abylene Chalmers (The Nourishing Kitchen Garden) (called **we**, **us** or **our** below). These Nourishing Kitchen Garden Terms and Conditions (called **Terms** below) apply to any coaching or digital course you (called **you** or **your** below) purchase from us. By purchasing a digital course or coaching from us, you accept these Terms and Conditions.

Our coaching and online course(s)

- To purchase an online course (or package of courses), you need to set up an account, select the course (or package of courses) you wish to purchase, and make payment at the checkout.
- To purchase a coaching program (which may consist of one or more coaching sessions) you need to contact us to agree the details of your coaching sessions.
- Your online course purchase is accepted by us on receipt of your payment.
- We will provide the course you have purchased, which may include documents, videos, recorded webinars, or other course materials, by emailing you a link to the course.
- We will provide the coaching session(s) in a group format with no more than any maximum number of participants we advise.
- We will provide the coaching session(s) by way of live online training or webinars. We will provide any coaching materials to you as part of the program.
- You and we will agree on the date(s), frequency, duration, and location of the coaching session(s) in writing. If we need to reschedule a date, we will let you know (and tell you why) as soon as we can. You and we will then work together to agree on a new date.

Availability and attendance

- You can only cancel your purchase and obtain a refund if we agree at our discretion, or are required to by law.
- The coaching program or course is only available to you, and you cannot transfer it to, or share it with, anyone else without our consent. You must keep your account password secure, not let anyone else use your account, and notify us of any unauthorised use of your account.
- We may change any coaching program or course content as we consider necessary or desirable (without substantially decreasing the value or content). If this is during your coaching program we will consult with you on the changes.

Price and payment

- The price(s) for our online course(s) is \$600
- Any prices we display (or advise you of) are in NZ dollars and include GST, unless otherwise stated.
- The price(s) for our coaching program will be agreed in writing between you and us.
- You can pay using Apple Pay, Google pay, Mastercard and Visa. You can also use Stripe. You may be directed to our payment provider's website to complete payment. Their terms and conditions will also apply to your transaction, and if you pay by credit card you may be charged an additional fee.
- You must pay for the coaching program before the start of the program.
- We will send you an invoice for the coaching price based on the timing for payment in these Terms. The invoice amount is payable by you to the account stated in the invoice, by the date stated on the invoice and we may refuse to provide any coaching sessions until the invoice is paid.
- If you do not pay us any amount you owe us by the due date, we will notify you in writing. If any amount remains unpaid 7 days after we give you notice, we may charge interest on the overdue amount at the rate of 5% per annum above our bank's then-current commercial overdraft base rate, calculated daily from the due date until the amount is paid in full.
- You must pay all amounts due by bank transfer to the account number provided by us, without deduction or set-off.
- You will reimburse us for all debt collection, legal and other costs we incur in recovering any amount you owe to us which is not paid when due.

Our guarantees to you

- We guarantee we will:
 - use the care and skill reasonably expected from a provider of similar services in New Zealand; and
 - use appropriately qualified and experienced people and comply with all applicable laws.

- We guarantee that all course materials provided will:
 - be of an acceptable quality;
 - not violate any other person's intellectual property rights; and
 - meet the description of the course materials on our website or that we provided to you.
- You acknowledge we are not a licensed financial adviser or accountant, legal professional, counsellor, health or medical practitioner. Our coaching and online course(s) are not a substitute for professional advice from financial, legal, medical, or other qualified professionals.
- We will work with you to identify solutions, help you achieve your goals and offer advice based on our own personal experience and training but you have full responsibility for all decisions and courses of action you take. We cannot guarantee you any particular outcome and results may vary between participants depending on personal circumstances and the effort you put in. We are not responsible for any action or inaction you take, or any result or outcome following our coaching and online course(s).
- While we take reasonable care to ensure all information and advice we provide you (either online or directly) is accurate and up-to-date, we take no responsibility for any use you make of the information supplied.
- You must provide sufficient information to us to enable us to provide the coaching program and proceed without interruptions. You will be responsible for the accuracy of the information you provide.
- If you think we haven't met our guarantees, please email aby@kitchengardenrhythms.com explaining why. If we agree that we have not met our guarantees, we will provide you with a remedy, which may include re-providing the applicable coaching and online course(s), a credit, or a refund.
- If you live in New Zealand and are a consumer of our coaching and online course(s) (for your personal use), you have certain rights under the New Zealand Consumer Guarantees Act 1993 and the Fair Trading Act 1986 (**Consumer Law**). If we haven't met our obligations to you under Consumer Law, you may be entitled to remedies. Nothing in these Terms excludes, restricts or modifies your rights under Consumer Law.
- Other than as set out in these Terms or required by law, we do not provide any warranties or guarantees for our coaching and online course(s) or any materials provided in connection with our coaching and online course(s).

Confidentiality and privacy obligations

- We will keep strictly confidential all information relating to you or your business (including the fact you have purchased coaching and online course(s), unless you provide consent) and any other information we obtain from you in connection with providing our coaching and online course(s) of a confidential or commercially sensitive nature that is not publicly available, in whatever form. We will not disclose your confidential information to anyone other than our personnel or suppliers on a "need to know" basis. We will only use your confidential information for the purpose of providing coaching and online course(s), except as required by law.
- You understand that technology is not always secure and you accept this risk when using email, text, phone, WhatsApp, Teams, Zoom, and other platforms we use to deliver our coaching and online course(s) to you. We are not responsible for the theft, deletion, destruction, damage, loss or unauthorised access of any of your data stored in our system or any third party platform we use to deliver the coaching and online course(s).
- We will comply with the Privacy Act 2020 and our Privacy Policy regarding any personal information you provide to us in connection with any coaching and online course(s).
- We will return or destroy all documents, data and materials containing your confidential information and personal information in our possession on cancellation or expiry of these Terms, unless we are required by law or our professional obligations to retain them and excluding data back-ups.
- Any public forum you can access in connection with our coaching and online course(s), including social media groups or any in-course communication tools, can be accessed by all our members, which may include your competitors or people you have a conflict of interest with. Any information you share on our public forum is shared at your own risk and we are not responsible for any loss caused by you sharing that information. Any behaviour or language that is defamatory, discriminatory, abusive, inappropriate, or antagonistic will not be tolerated on our public forum and we can (at our discretion) terminate anyone's membership or access to the public forum. You must pay us the full amount of any costs or loss we experience due to another person making a legal claim against us for any behaviour or language you share on our public forum that is illegal, defamatory, abusive, inappropriate, or antagonistic. Additional rules may apply to access our public forum.

Protection of our Intellectual Property

- All materials (including tools, templates, workbooks, videos and drawings) we make available to you as part of our coaching and online course(s) are protected by copyright and all intellectual property rights are owned exclusively by us.
- We grant you the right to use the materials for your own personal use only and you are not given any ownership rights. This licence is only for you, and you can't transfer it to someone else without our consent. You must not share, distribute,

resell, record, reproduce, broadcast, republish, post or copy, in part or in full, our materials without our prior written permission. You must not use our materials to develop your own coaching program or online course.

Default and cancellation

- We may suspend or cancel your access to the course and your coaching program and the contract created by these Terms immediately by giving written notice where:
 - you fail to comply with an important obligation, and if it can be fixed, do not fix that failure within 7 days' notice from us;
 - you fail to pay any amount when due, and do not pay within 7 days after we have demanded payment;
 - you can't pay your debts when due, or you're bankrupt or liquidated or you have an administrator, receiver, liquidator or statutory manager appointed; or
 - we or you can't perform an important obligation under these Terms for 30 days or more due to an event beyond your or our reasonable control (such as a natural disaster).
 - you become disruptive or difficult to work with
 - you impair the participation of our instructors or participants in our program(s)
- You may cancel the contract created by these Terms where:
 - we fail to comply with an important obligation in these Terms, and if it can be fixed, we don't fix that failure within 10 days notice from you; or
 - we or you can't perform an important obligation under these Terms for 30 days or more due to an event beyond your or our reasonable control (such as a natural disaster).
- Cancellation doesn't affect any of your or our rights or obligations intended to continue, such as the rights and limitations for making claims under these Terms.
- If your access to the course or any coaching is cancelled (as allowed by this section), you will pay a reasonable portion of the fee for any part of the coaching program completed but not paid for before the date of cancellation and you must stop using any materials we have provided to you.

How we resolve disputes

- If any dispute arises, we will first attempt to resolve it with you amicably, and the obligations in the Terms will continue to apply. If the dispute is not resolved within 15 days, you or we may refer the dispute to mediation. This does not stop you or us from seeking a court order for an interim injunction to prevent non-compliance or require compliance at any time.

What happens if you or we don't comply with these Terms?

- If you or we don't comply with our obligations in these Terms, this may entitle the other to one or more remedies, such as payment of money or a court order preventing further non-compliance.
- The maximum amount you or we will pay for any loss incurred by the other is the amount paid by you for the course or coaching program giving rise to the liability. However, this will not apply to any loss incurred where you or we fail to comply with the confidentiality or privacy obligations or intentionally fail to comply with these Terms.
- We are not responsible for paying for any loss of profit, sales, savings or other consequential or indirect loss incurred by you as a result of accessing or applying any advice or content from our coaching and online course(s).

Change and applicable laws

- We may change these Terms at any time by posting the new Terms on our website or providing you with a new copy of the Terms. The new Terms will apply to any purchase you make after the new Terms are posted or provided. You should check the latest version of the Terms before you make a new purchase.
- New Zealand law applies to these Terms. Any dispute relating to these Terms that we cannot resolve with you must be resolved in the New Zealand courts. Although our coaching and online course(s) may be accessed from countries outside New Zealand, we cannot guarantee the coaching and online course(s) or any materials we provide comply with the laws in any country other than New Zealand.