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Terms and Conditions

Welcome to **Avicenna Health and Wellness**,

We are an Australian business (ABN 40 185 236 458) that offers **naturopathic care** both in-person in Brisbane, and online nationwide.

If you have any question or require further information, please reach out by using the following contact details and we will endeavour to respond to your request as promptly as possible:

Key contact:	Olfa Hafsa (business owner)
Email:	contact@avicenna-hw.com
Phone:	+61 493 210 327

User agreement

When using this website, any of its associated social media webpages, or any of the services or products provided by **Avicenna Health and Wellness**, you agree that:

- You are over the age of 18
and
- You accept to be bound by all the **Terms and Conditions** described in this document and by our [Privacy Policy](#). Please read these two documents carefully as they form a legally binding agreement between you and our business.

If you do not accept this agreement in full, then you should immediately cease to use this website, its associated social media pages, and any of the services or products provided by **Avicenna Health and Wellness**.

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Definitions

“Our business” refers to **Avicenna Health and Wellness** (ABN 40 185 236 458).

“We/us/our” refers to **Olfa Hafsa** owner and manager of **Avicenna Health and Wellness**.

“This/our website and its associated webpages” refers to www.avicenna-hw.com, www.avicenna-hw.com.au, www.avicenna-hw.au, and all social media webpages representing our business or business owner.

“This document” refers to the current content describing the terms and conditions which apply when interacting or dealing with our business.

“You” refers to the individual using this website, its associated webpages, or any of the services or products provided by our business.

Scope of this document

This document describes the terms and conditions you need to be aware of when using our website and its associated webpages, or any of the services or products provided by our business. Some services or products may have specific terms and conditions which are different from or in addition to the ones described in this document. In such case, those specific terms and conditions overrule this document for the differing points (and for those points only).

Note that this document may be amended from time to time and without notice, so please **make sure you revisit this page regularly** to be aware of the latest terms and conditions applicable.

Our website and associated webpages

This website and its associated webpages are owned and operated by **Olfa Hafsa**, the owner and manager of **Avicenna Health and Wellness**. Visiting and using this website and its associated webpages does not initiate a professional relationship between you and our business. Please refer to the section [here](#) to understand when a professional relationship with you and our business is initiated.

DISCLAIMER: The information provided on this website and its associated webpages is of a general nature, and does not consider individual needs or circumstances. It is available solely for educational purposes and to inform users about the services and products offered by our business. This information is not intended to be relied upon as, nor to be a substitute for professional advice, and we cannot be responsible for the use that you make of it and for any associated outcomes. If you are unsure about any of the website content or wish to discuss a health concern, please make an appointment with us or seek the advice of another qualified healthcare professional.

We make every effort to provide accurate, complete, and up-to-date information on our website and its associated webpages. However we cannot guarantee the validity of this information, and we expressly disclaim all liability for inaccuracies, omissions, or errors.

The information provided on our website and its associated webpages cannot be used as a guarantee of any particular outcome. Please be aware that health results vary as every person is different and responds differently to treatment.

Our website and its associated webpages may contain links to other websites which we think could be useful to you. However we are not responsible for the content of these websites, and have no role in your dealings with these websites' operators.

The information provided on our website and its associated webpages may be modified at any time and without notice. Modifications can include content alteration or deletion.

The entire content of this website and its associated webpages is protected under Australian and international copyright laws, and should not to be reproduced or re-used without our express permission.



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Our services and products

Legal and ethical compliance

All services and products provided by our business are compliant with the Australian Consumer Law.

Our practitioner complies with the [National Code of Conduct for Health Care Workers](#), the [Code Of Professional Ethics](#) of the **Australian Natural Therapists Association**, and the [Code of Conduct](#) of the **Naturopaths and Herbalists Association of Australia**.

Services

Our business offers a variety of payable naturopathic services which can be booked online via [our website](#) or [booking system](#). You can refer to the [Services page](#) of our website for a detailed description of these services. A notification email will be sent to you shortly after your booking, and a text reminder will be sent to you a few days before your appointment.

Please note the following:

- In-person consultations have a physical examination component which may involve partial undressing and having our practitioner palpate (i.e. touch) you **if you give them your consent** to do so
- To facilitate the physical examination during an in-person consultation, please wear clothing which allows to:
 - Take your blood pressure – this means short sleeves or sleeves that can be rolled up to the shoulder
 - Expose and examine an area of your body where you may have an issue – this excludes the pelvic area.

Our business also offers a complimentary phone call (Information Call) if you are a new client to help you decide if you would like to work with us. This is a 15 minutes call during which we briefly discuss where you are at with your health and how Naturopathy can support you. This call is not intended to provide specific health advice or any treatment prescription.

We may recommend pathology testing or functional analysis to refine our understanding of your condition and guide our treatment strategy. We do not provide these services ourselves, but we are able to order them to professional laboratories. Before undergoing any test or analysis, you will be provided with a detailed rationale on their benefits based on your individual circumstances, and you will be responsible for making the decision to use the service or not.

If you are an existing client and are requesting to book a consultation after a gap of one year or more since your last consultation, we will ask you to book an **Initial Consultation** so that we can assess your situation thoroughly and provide the best possible service.

Products

Therapeutic products, such as nutritional supplements, herbal medicines, and flower essences, may be recommended during a consultation. These can be supplied to you in one of the following ways depending on the circumstances:

- Dispensed directly after an in-person consultation
- Ordered to a reliable third-party supplier after an in-person or online consultation. Our third-party supplier will invoice and ship the products directly to you. For payments, shipping terms, and other order-related enquiries, please contact the supplier directly.

Before ordering or dispensing any product, you will be provided with a detailed rationale on the health benefits of each product based on your individual circumstances, and you will be responsible for making the decision to purchase the product or not. Please note that we only use high quality products, including **practitioner only products**, and that we will only recommend products if we think they can have a significant impact on your health.

If you have any specific dietary requirement (allergy, intolerance, vegan, alcohol free, etc.), please let us know as soon as possible so we can take that into account when prescribing products.

Our practitioner

Our naturopath, **Olfa Hafsa**, has a Bachelor of Health Science majoring in Naturopathy, and is a member of the **Australian Natural Therapists Association** and of the **Naturopaths and Herbalists Association of Australia**.



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DISCLAIMER: Our naturopath does not provide conventional medicine services as these are outside of our scope of practice. This means that:

- We do not provide diagnosis of diseases
- We do not prescribe or offer advice on pharmaceutical drugs
- We do not perform physical examinations which we are not trained in
- We do not perform surgery
- We do not manage medical emergencies
- We do not suggest or advise clients to refrain from seeking medical care.

If you have a question or require such services, please visit a medical doctor (GP or specialist).

In case of serious emergency such as anaphylaxis, **immediately:**

Call 000 (triple zero) or **Go to the closest hospital**
Australian standard emergency number

Our responsibilities

We are responsible for:

- Keeping our naturopathic knowledge and skills current, including by complying with the continuing professional education and development guidelines of our professional associations
- Obtaining your informed consent regarding the terms and conditions of our offer, initiation of a physical examination, and acceptance of a treatment plan
- Exercising reasonable care and due diligence in the provision of our services and products, striving to deliver the highest quality of care, and referring you to a suitable healthcare professional for services outside of our scope of practice
- Ensuring your privacy and keeping your personal information safe and confidential as described in **Privacy Policy** available [here](#) and on [our website](#).

We are not responsible for:

- The items listed under your responsibility [here](#).

You as the client

Please note that we do not work with clients under the age of 18 years old.

Professional relationship

To enter a professional relationship with our business, you need to explicitly do **all** of the following:

- Agree to be bound by the terms and conditions listed in this document
- Decide to work with us by booking or purchasing our services or products
- Provide written informed consent before starting your first consultation.

Informed consent

Before starting your first consultation, you will be asked to read and understand our “Informed consent statement” form. If you have any concern or need clarification on any element of the form, please discuss openly with our practitioner as they will



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provide all clarifications and information necessary for you to fully understand the content. If you approve of all the terms included in the form, then you will be asked to sign the form before the consultation can proceed. If you disagree with any of the terms in the form, then the consultation will not proceed and you will not be able to use our services and products.

Privacy

When using our website, or its associated webpages, or any of the services or products provided by our business, you agree to our **Privacy Policy** available [here](#) and on [our website](#).

Your responsibilities

In all your dealings with our business, you are responsible for your own health, safety and wellbeing, and it is expected that you practice common sense when making decisions, acting on information we provide, and using our services or products, including in the following areas:

- The information available on this website and its associated webpages is provided for educational and informational purposes only, and it is not intended to be relied upon as, nor to be a substitute for professional advice. The use that you make of it and any associated outcomes is your sole responsibility.
- If you have any question or concern about your health, or are planning to take action on a health issue, it is your responsibility to first seek personalised advice from a qualified healthcare professional.
- You understand that we do not provide medical services, and it is your responsibility to conduct your own research and to make an informed decision on what is right for you, including to decide whether our services and products are suitable for your personal circumstances and health goals.
- Therapeutic treatments can interact and interfere with each other, increasing the risk for unwanted effects. If you are working with more than one healthcare professional, it is your responsibility to inform all of them of any treatment you are taking or considering to take, and any medical procedure you are undergoing. In particular, if you are working with a medical doctor, it is your responsibility to inform them of any naturopathic treatment you are taking or considering to take, such as nutritional and herbal products, and obtain clearance from them regarding this treatment.
- We will send you an appointment reminder 48 hours before your booked appointment, however it is your responsibility to keep track of your appointments and to provide sufficient notice if cancellation or rescheduling is required. Insufficient notice may attract a penalty as described in the Cancellation policy [here](#) and Rescheduling policy [here](#).
- It is your responsibility to disclose truthfully any information regarding your current and past state of health, including but not limited to: medically diagnosed conditions, known allergies, potential pregnancy or lactation, and any therapeutic agents you are taking (pharmaceutical drugs, nutritional and herbal products, etc.). Should your medical treatment change while you are already following a naturopathic treatment, it is also your responsibility to inform us immediately. This will allow our practitioner to provide the safest and most appropriate treatment to achieve the best possible results for you.
- It is your responsibility to adhere to the naturopathic treatment plan prescribed by our practitioner, including taking the prescribed products at the specified dose, and implementing the prescribed diet and lifestyles recommendations. Adherence to the treatment plan is important for your safety and to achieve the best possible results. If you have any issue with the treatment plan, you can discuss and adjust it with our practitioner in order to suit your individual circumstances and support compliance.
- Before ordering or dispensing any product, you will be provided with a detailed rationale on the health benefits of each product based on your individual circumstances, and you will be responsible for making the decision to purchase and take the product or not.
- Self-prescribing can be harmful and we strongly recommend that you always seek professional health advice before taking any therapeutic product (including nutritional and herbal products) or engaging on any dietary or lifestyle



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change. Self-prescribing includes taking products which have not been prescribed by a qualified healthcare professional, or changing the dose or duration of a prescribed product. If you choose to self-prescribe, you are solely responsible for your decision and for any associated outcomes.

- Every person is unique and has individual needs which vary from one person to another. Our treatment plans are personalised by taking into account your individual needs or circumstances, therefore they are only for your personal use and should not be applied to any other person due to the risk of unwanted effects. If you pass on your treatment plan or prescribed products to anyone else, you are solely responsible for any associated outcomes.
- Even naturopathic treatments have the potential to cause unwanted reactions. If you experience any adverse effect that you feel may be connected with our prescription to you, it is your responsibility to discontinue the treatment immediately and contact us to seek advice.

In case of serious emergency such as anaphylaxis, **immediately**:

Call 000 (triple zero) or **Go to the closest hospital**
Australian standard emergency number

Transactions

The below terms and conditions apply only to the services and products provided directly by us to you. For products provided by our third-party suppliers, refer to the section [here](#).

Pricing

The prices of our services are disclosed on [our website](#) and [booking system](#). Concession prices are available upon presentation of an appropriate ID (Healthcare Card, Low Income Health Care Card, or Pensioner Concession Card). Consultation prices do not cover prescribed products and these have to be paid in addition. We reserve the right to change the prices of our services at any time without notice.

The prices of prescribed products vary depending on the type of product and the supplier. Product prices will be discussed with you before ordering or dispensing so that you can make an informed decision on your purchase.

All prices are in Australian dollars (AUD) and inclusive of GST when applicable.

Payment methods

For services and products we offer in person, we accept EFTPOS (card) or cash payments.

For services and products we offer online, we accept online EFTPOS (card) payments or direct bank transfers.

We use Square for our secured EFTPOS payment system and we do not store any credit card details. If you would like to know more about how Square handles your information, you can refer to the Privacy Notice of this service provider [here](#).

A tax invoice/receipt will be issued via email after your payment.

Payment terms

For services we offer in person, payment must be made on-site at the time of the consultation.

For services we offer online, payment must be made online upon receiving the invoice via email at the end of your appointment.

For products we offer in person, payment must be made on-site at the time of dispensing.

If you prefer to pre-pay your services or products via direct bank transfer, contact us to arrange this.



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Delivery and shipping

Our services are delivered in person at the **Wellness Centre** in Paddington (Brisbane) or online via a secure Zoom video call.

Products are delivered in person at the **Wellness Centre** in Paddington (Brisbane) or shipped to you directly by our third-party suppliers (shipping fees may apply).

Cancellation and rescheduling policy

We have a strict cancellation policy in place, so please make sure you read and understand the following terms.

If you are unable to attend your appointment, we would appreciate as much notice as possible (at least 24 hours) to allow us to free that time for other clients. Within 24 hours of your appointment, we request that you contact us to reschedule to a later date or to run your appointment online. Appointments cancelled within 24 hours' notice and which are not rescheduled may incur a cancellation fee.

In the case of unreasonable or reoccurring cancellation or rescheduling of appointments by the same client, we reserve the right to terminate our professional relationship with this client, cancel all current bookings, and refuse any ulterior booking from this client.

Guarantees, refunds, and returns

Our business abides by the Australian Consumer Law and we will do our best to support you find a resolution if any issue arises. However please note the following conditions and limitations.

Guarantee of result

Due to the nature of our services, we cannot guarantee specific health outcomes. Health results vary as every person is different and responds differently to treatment. Consequently, we do not offer refund or return options if the therapeutic process has not met your expectations. If you feel there is an issue with the services you received from us, please let us know as soon as possible so we can address your concerns and discuss with you a mutually acceptable solution.

Change of mind

We do not offer refund or return options for change of mind, so you are encouraged to consider carefully whether the services or products are right for you before booking or purchasing.

Service issue

If a consultation is interrupted due to unforeseen circumstances (illness, technical issue, etc.), we will offer you a follow-up appointment at a mutually convenient time and for the duration necessary to complement the interrupted consultation.

If our practitioner is unable to attend a consultation due to unforeseen circumstances (illness, technical issue, etc.), we will provide as much notice as possible and you will be given the option to:

- Reschedule your appointment at a mutually convenient time
- or
- Cancel your appointment without penalty. In the case of a pre-paid consultation, the full amount will be refunded to your nominated bank account within 2 business days upon receipt of your bank account details.

Product issue

We offer refund or return options for product purchase if:

- The wrong product has been sent to you, the product is defective or it has been damaged during transit. In these cases, please notify us as soon as possible and within 14 days of the purchase.
- The product is subject to a Therapeutic Goods Administration (TGA) or manufacturer product recall.



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We do not offer refund or return options for product purchase if:

- The product has been damaged by you.

For products purchased directly from our third-party supplier, refer to the section [here](#).

Other issues

For any other concern or issue, please contact us within 7 days of the concern or issue arising, and we will endeavour to find a mutually acceptable solution.

Transactions with our third-party suppliers

For products purchased directly from our third-party suppliers, questions and issues have to be raised to them directly, including regarding payment methods, payment terms, invoicing, delivery, shipping, refunds, and returns. If you also report the issue to us, we will graciously intervene when possible and do our best to help you find a solution.

Liability and disputes

Limitation of liability

All services and products provided by our business are compliant with the Australian Consumer Law, and we make all reasonable efforts to ensure that they are delivered to the highest standards. Within this legal framework and to the maximum extent permitted by law, you agree that:

- We do not guarantee the accuracy and completeness of the information available on our website and its associated webpages, and we expressly disclaim all liability for inaccuracies, omissions, or errors
- We are not responsible nor liable for any loss or damage, tangible or intangible, and howsoever arising, that you may suffer due to your use of or inaccessibility of our website or its associated webpages, or their content
- We are not responsible nor liable for any loss or damage, tangible or intangible, and howsoever arising, that you may suffer due to your use of or inaccessibility of our services and products.

In case of major problem, our liability however arising, including in contract, tort, equity, restitution, by statute, at common law or otherwise, is strictly limited to the following:

- Providing the same service again, or if impractical, fully refunding the initial service
- Supplying the same or an equivalent product, or if impractical, fully refunding the initial product.

Dispute resolution

If a concern or issue arises in relation to the use of our website or its associated webpages, our services, our products, or our terms and conditions, you and us agree that we shall communicate respectfully, engage in discussion and negotiation, and make a genuine effort to find a mutually acceptable solution to resolve the dispute.

At any time, you can contact us at contact@avicenna-hw.com.

If the dispute has not been resolved within 14 days of initiating the discussions, you can raise a formal complaint to the Australian Natural Therapists Association [here](#).

Jurisdiction

Our business, and its terms and conditions, are subject to the governing laws of Queensland, Australia. In the event that a dispute arises for which no resolution can be achieved, you agree that the exclusive venue for resolving the dispute shall be in the courts of Queensland, Australia, regardless of your residency location.

Last updated: 3rd September 2022.

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