

Website Terms & Conditions

Introduction

Oh hey! Welcome.

If you're reading this document, then I commend you on your thoroughness and eagerness. There are quite a few pages below that outline what I do, and how I operate. Basically, I'm promising to be upfront, honest, and to run my business in an ethical manner that is congruent with my values and the appropriate New Zealand and International Laws.

This website, businesswithflow.com, is owned and operated by Laura Dick of Business with Flow NZBN 9429046482754. If you have any questions or need further information, please contact:

Laura Dick laura@businesswithflow.com

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.

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

General Disclaimer

On this website you will find blog posts, tips and tricks, how to guides, and information about apps and tools I recommend. This information is provided solely for educational purposes.

MY RIGHTS & RESPONSIBILITIES

I take care to provide valuable information but I cannot be responsible for the use that you make of that information.

Please be aware that the generalised information I provide is not a substitute for specialist advice tailored to your individual business circumstances and needs.

Business with Flow

Website Terms & Conditions

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

If you would like to discuss how you can access my services for the purposes of tailored advice, please contact me on laura@businesswithflow.com.

Any testimonials and promised results I may display on this website are based on my experience and those of my previous clients. They are not guarantees that anyone else will achieve the same results. Systems only work if you use them, I do not offer any magic solutions!

I may modify this information provided on this website at any time, including altering or deleting it without notice. This may include changes to which applications and tools I recommend.

Some of the links provided on this website are affiliate links. If you choose to purchase a product or service I recommend I may receive a small commission. Please know that I only promote products and services that I know, use, and trust myself.

VISITOR RESPONSIBILITIES

Use the information on this website with discernment for your own business, requirements, and situation. Just because I recommend a particular application or tool, does not mean it is by default the right choice for you. Please do your own research and make a decision based on your own needs.

DOWNLOADS

If you are downloading any files from this site you are responsible for completing a virus scan on the downloaded files. I will not be held responsible for any viruses or other damage which might occur as a result of downloading material from my site.

EXTERNAL LINKS

There are a number of links on this website to external third-party websites. While I only link to sites I trust and recommend, I cannot be held responsible for the content on any third-party sites.

Some of the links provided on this website are affiliate links. If you choose to purchase a product or service I recommend I may receive a small commission. Please know that I only promote products and services that I know, use, and trust myself.

Specific Disclaimer

This disclaimer relates to my 1:1 services, and online courses and memberships provided by Business with Flow.

MY SERVICES

It is my aim to support you to systemise and streamline your business and launches, so that you can spend more time and energy focusing on the things that you love.

I do this via 1:1 'done for you' or 'done with you' support via Zoom, and online courses that support you in a 'do it yourself' model.

MY RESPONSIBILITY

I have over 16 years hands on experience in systems implementation, project management, and business process improvement. I am a qualified Kaizen Practitioner, Prince2 Foundations, and a Bachelor of eCommerce Honors from the University of Waikato.

I endeavour to provide services in a diligent, careful, skilful and competent manner.

Where required certain resources, templates, guidebooks, or training videos may also be supplied to the client.

Where access is granted to the client's applications or tools, Laura Dick agrees to treat all data and information contained within these applications private and confidential.

Work will not be carried out without the client's consent and agreement.

I endeavor to keep abreast of changes in application functionality, industry trends, and anything that impacts on the services that I offer to clients, or third-party products and applications I recommend.

I commit to ongoing professional development in order to fully support my clients and community.

YOUR RESPONSIBILITY

You understand that in order to successfully implement the services and coaching provided within this agreement, a collaborative approach is required.

Business with Flow

Website Terms & Conditions

You must be prepared to be open and honest about your business and to take an active role in determining and agreeing to the recommendations provided and work carried out by Business with Flow throughout the scope of work.

You must provide all relevant information required Business with Flow in a timely manner to ensure work can be completed as quickly and efficiently as possible.

You should feel comfortable to raise any questions or concerns you might have about the services and coaching directly with Laura as soon as they arise so they may be rectified.

You may be required to provide access to their system accounts in order for the agreed work to be carried out. It is strongly recommended that this is actioned using a password management tool such as LastPass. You assume responsibility for revoking access, and changing passwords as required at the completion of this agreement.

DISCLAIMER

Systems only work if you use them! Therefore, you accept that in order to achieve the benefits of systemising and streamlining your business you need to use the tools and processes implemented as part of this agreement.

No promises or guarantees are made in terms of the amount of time that will be saved or any other benefits as a result implementing the work carried out under this agreement.

SUITABILITY

My services are aimed at women who run serviced based online businesses including coaches, intuitives, and healers.

Intellectual Property

COPYRIGHT

The content of this website is protected by copyright. No portion of this website may be copied or replicated in any form without my written consent. You may share content freely on social media so long as you link directly back to this website and the original content URL and provide full credit.

Payment Terms

All prices are in United States Dollars (USD) unless specifically stated otherwise.

Business with Flow

Website Terms & Conditions

Laura Dick is registered for GST in New Zealand. All prices stated are excluding GST. GST will be added to your invoice or purchase at checkout as required for New Zealand Tax Residents.

Payment in full is expected, unless a payment plan has been mutually agreed by both parties. If you would like to discuss a payment plan please just get in touch.

Payment is accepted via Stripe or PayPal. We do not store your credit card details. Where payments are processed via Stripe or PayPal a tax receipt will be issued automatically.

Stripe and PayPal have separate terms and conditions that govern third party payment processing and we are not responsible for the application of third-party payment processing terms and conditions.

Delivery of Services

SESSIONS

The number of sessions available to you will be defined by the package purchased

All sessions will be booked online via Acuity Scheduling either by the client, or by Laura Dick on behalf of the client at a mutually agreed time.

You will receive confirmation and reminder emails from Acuity regarding our appointments. These emails will outline any preparation required prior to our session.

All sessions are held online via Zoom meetings. You will be provided with a unique Zoom link for our call. Each meeting will have a separate link that is only accessible by me and you. This Zoom link will be included in the emails from Acuity.

Please turn up on time for sessions. Lateness of the client will result in a shorter session concluding at the scheduled time.

AUDIO-VISUAL RECORDINGS

All sessions will be recorded with a copy of the recording made available to you via Google Drive within 48 hours of the session concluding.

If you do not wish for the session to be recorded please advise at the commencement of the session.

Recordings will not be shared with or be accessible by anyone other than Laura Dick and the client.

Business with Flow

Website Terms & Conditions

Recordings are only used as a reference for discussions held within the session as required for ongoing work with, and support of the client and their business.

FILES AND DOCUMENTS

Client notes, process maps, call recordings, and other information related to providing service to the clients are saved on Google Drive. These are retained at the conclusion of the agreement. Clients are provided access to all files related to their business which they may save to their own drive as required.

Missed Sessions, Cancellation and Withdrawal

CANCELLATION AND RESCHEDULING OF SESSIONS

I understand that life happens, and sometimes appointments need to be rescheduled. However, late cancellations affect my business and other clients who may be able to use that appointment time. Please respect this, if you need to reschedule or cancel your appointment please do so as early as possible to avoid penalty fees. Thanks for your understanding.

Appointments can be rescheduled by the client via Acuity Scheduling up to 24 hours prior to the appointment time.

If you need to reschedule after this time please email me at laura@businesswithflow.com as soon as possible and I will do my best to accommodate you at a time that works for us both.

In the event that Business with Flow needs to reschedule a session I will endeavour to provide as much notice as possible. I will contact you via email to agree a new time for the session.

LATE ARRIVAL AND MISSED SESSIONS

Failure of the client to turn up for a booked session will result in the session being forfeited and deducted from the package total.

Lateness of the client to a session will result in a shorter session concluding at the scheduled time.

CHANGE OF MIND

Business with Flow

Website Terms & Conditions

Should the client decide that the package is no longer right for them and their business they may cancel their agreement. Written notice must be provided via email to laura@businesswithflow.com.

The client will only be eligible for a refund if the agreement is cancelled within 30 days of either the contract being signed, or the initial payment being made, whichever occurred first. After this time full payment must be made by the client.

A refund may be provided on a pro-rata basis. This will be determined by the payments made by the client and the time or number of sessions remaining in the package.

Refunds will not be provided for sessions or work already completed for the client.

Refunds will be made via the method in which the client was paid, and will be less any transaction fees charged by the payment processor.

Refunds will be processed within 28 days of the termination of the agreement.

Consumer Guarantees

Laura Dick and Business with Flow operate in line with the New Zealand Consumer Guarantees Act

<https://www.consumerprotection.govt.nz/general-help/consumer-laws/consumer-guarantees-act/>

Visitor Information

RESPECTFUL COMMUNICATION

I reserve the right to delete any comments on this website, any of our social media profiles, and any of our membership groups, that I deem to be rude, offensive, abusive, or inappropriate. Comments will be deleted without warning. Repeat offenders will be blocked.

Jurisdiction & Dispute Resolution

JURISDICTION

Laura Dick and the business operations of Business with Flow are located in Hamilton, New Zealand. This agreement is subject to the governing law of New Zealand.

NEGOTIATION

If either of us have any concerns arising out of this Agreement, we agree that we shall communicate with the intention of making a genuine effort to seek a win/win solution and resolve any dispute by negotiation and discussion.

All information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

ALTERNATIVE DISPUTE RESOLUTION

If we are unable to resolve a dispute by negotiation and discussion within 14 days, we agree to proceed to mediation with the assistance of an independent accredited mediator.

The mediator is to be appointed by agreement between us 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, (Level 4 Gleneagles Building, 69-71 The Terrace, Wellington 6011, infonz@resolution.institute). The Resolution Institute Mediation Rules shall apply to the mediation.

We agree to share the costs of mediation equally between us.

LITIGATION

It is a condition precedent to the right of either of us to commence litigation other than for interlocutory relief that we have first offered to submit the dispute to mediation. 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

MUTUAL NON-DISPARAGEMENT

Each of the parties agrees that it shall not publicly or privately disparage the other or the agents, servants or employees of the other, but rather shall act in good faith to refrain from any conduct or communication which might reasonably be expected to interfere with the business and/or personal interests of the other.

LIMITATION OF LIABILITY

Business with Flow

Website Terms & Conditions

In no event shall Laura Dick be liable to the Client for costs, loss, injury or damage to the Client or the Client's belongings that is not directly attributable to the negligence of Business with Flow or its employed staff.

You agree that your participation in the services provided by Business with Flow, including all activities, accommodation and travel associated with the agreement, is entirely voluntary. You expressly agree to accept all risk of injury and/or damage that may arise from your participation.

You expressly agree that if this clause is unenforceable for any reason, Laura Dick's total cumulative liability for all causes of action of any kind shall not exceed the amount paid to Business with Flow for the services provided under this agreement.