



# Payment policy

Payment terms and conditions of Ellie Garnham (ABN: 77 520 807 976)

PLEASE READ THE FOLLOWING CAREFULLY.

This policy, services to consumers and payments online for all Websites that form the Network of the Ellie Garnham

These terms and conditions regulate the business relationship between you (the Consumer) and us (Ellie Garnham). When you buy from any of the websites that form the network of Ellie Garnham, you agree to be bound by them.

No person under the age of 18 years may purchase Services. If you are under 18, please ask an adult for help with your purchase.

Our address is: 2/9 Argus St Cheltenham VIC 3916

Email: [ellie@elliegarnham.com.au](mailto:ellie@elliegarnham.com.au)

## Definitions

In this policy:

“Card” means any Visa or Mastercard credit card details or debit card details provided to the Ellie Garnham by a Consumer in order to pay for any Services.

“Consumer” means any natural person who, in connection with this agreement, is acting for purposes which are outside his business;

“Content” means any material in any form published on Our Website by us or any third party with our consent.

“Installment” means an installment required in relation to a Payment Plan.

“Material” means content of any sort posted by you on Our Website

“Our Website” means the entire computing hardware and software installation that is or supports this Website or any other Website that forms the Network of the Ellie Garnham Group including associated social media pages.

“Payment Plans” means payment for the Services made by monthly (or other periodic) installments.



“Services” means any of the services and products or programs we offer for sale on our Website and include generally available updates and support services so far as specified for each service.

#### Price, payment and service provision

1 It is possible that the price may have increased from that posted on our Website. If that happens, we will not provide the Services until you have confirmed that you wish to order at the new price.

2 Some services may be billed in AUD and some in USD

3 You agree to pay the charge/s for the Services, from the PayPal account or credit card, information for which you have or will have supplied to us.

4 Upon selecting the Service, Consumers will be directed to a sales page whereby payment details are provided. Once completed, Consumers will receive an Invoice through their nominated email account. The Invoice will include a unique identifying number, which act is your authority to us to debit the charges in relation to the provision of the Services to your Card.

4 Payment Plans are available but can generally\* only be charged using a Visa or Mastercard and are billed in advance according to the relevant payment due dates. You authorise us to arrange withdrawal of funds on this card at each payment due date (or afterwards if the payment is passed it's due date) without further reference to you.

5 If you have purchased a Service that is on a scheduled Payment Plan, you agree that you are obligated to pay the Payment Plan off in full according to the schedule listed on the order form / order confirmation.

6 For all payments, you must ensure there are sufficient funds available through the use of your nominated Card or PayPal account to allow the payment to be charged when it is due. You agree to notify us promptly in writing if the nominated Card (or PayPal account) specified in any Plan that forms a part of this agreement or any other card you nominate to us as a means of making payment is cancelled, suspended, due to expire or otherwise ceases to be a means by which we may collect payments while payments remain owing. In this



case, you must immediately nominate another card or pay the outstanding balance of instalments and all other monies payable under this agreement.

7 In the event that you default on payment of any instalment under a Payment Plan, we will attempt to once again debit any monies owing from your Card as soon as reasonably practicable and make contact with you via your nominated email regarding the outstanding monies. If the account is not paid within 48 hours of notice, the full amount then outstanding (including any future Instalments) becomes immediately due and payable and you authorise us to arrange withdrawal of any outstanding funds on your nominated Card without further reference to you including penalty interest on overdue amounts to be charged at a rate of 2% per annum higher than the rate set by the Penalty Interest Rates Act 1983 (Vic) from time to time, from the due date for payment until the date payment is received and capitalised monthly.

8 In addition to paragraph 7 above, in the event that you default on any Instalment under a Payment Plan we may restrict, deny or remove access to your online login account on our Website whilst any overdue amounts remain outstanding. Access to your login account will be restored within 48 hours of receipt of all outstanding amounts in full (including any penalty interest).

9 You agree to indemnify Ellie Garnham and its officers, agents and employees in respect of any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment (including legal expenses (on a full indemnity basis)) arising from or relating to breach by you of these terms or any applicable law or regulation in connection with the purchase or payment plan of this product.

10 Our Services may be provided by email / made available for you to download / in the way we have explained in our Website.

11 If we are not able to provide your Services within [10] days of the date of your order, we shall notify you by e-mail to tell you the likely provision date.

12 Once Service provision has started, you may cancel the Services at any time on giving us 21 clear calendar days' notice. Payment will be due until the expiry of the notice period.



This excludes Services already provided on a Payment Plan where the outstanding balance is yet to be paid in full.

13 We may change the nature or provision of the Services at any time. We may tell you about any such change by email or by posting details on Our Website.

14 If we change the nature or provision of the Services, you may terminate this contract.

15 If a change we make in the provision of the Services, involves action on your part, and you do not take that action, we are entitled to terminate the Services to you without notice.

16 You may not share or allow others to use the Services in your name.

17 We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted. Interruption to the Services for reasonable periods for maintenance or causes beyond our control is not a ground for repayment of money you have paid. When we are aware of the likelihood of down time, we will tell you in advance.

Please note

We do not offer refunds due to change of mind. OR failure to read and understand that Quantum Healing Hypnosis & Past Life Regression sessions and Ascension sessions are ONLINE ONLY.

If at anytime you decide to cancel your subscription and/or payments, you will lose access to your program within 24 hours. This paragraph does not affect your rights in the event that you have a genuine and valid complaint about the way we have provided the Services to you.

In the case that a service is being offered online as well as in person and you have purchased the in person course but are unable to attend it, you will receive access to the online version of the course.

I have read and understood the Payment Policy, and I agree that they form part of the contract between us. If I am under the age of 18 years, I confirm that I have brought the Payment Policy to the notice of my parent or guardian, and that person has agreed that I may buy your Services.