Terms and Conditions

Important Information

These Terms and Conditions explain the rules and requirements for using the Hypnotherapy Nelson website, purchasing products and accessing services provided by Kathy Hemi.

By visiting or using this website, you agree to be bound by these terms. If you do not accept any part of these conditions, please do not continue to use the website.

Refunds, Returns and Cancellations

All refund, return and cancellation requests will be considered individually, taking into account the circumstances of each situation.

We want you to feel confident and satisfied with your experience. If you have any concerns about a purchase or service, please contact Kathy Hemi at Hypnotherapy Nelson so that we can discuss the matter and work towards a suitable resolution.

Terms of Agreement

Payment for products and services must be made in accordance with the amount and payment arrangements outlined at the time of purchase. Depending on the agreed terms, payment may be required in full or through an instalment arrangement using your nominated credit or debit card.

Where a payment plan has been selected, you authorise Hypnotherapy Nelson to process the agreed payments in accordance with the payment schedule presented during checkout.

By completing your purchase, you confirm that you understand and accept the payment obligations and these Terms and Conditions.

If an agreed payment is not made by the required date, you may be responsible for reasonable costs associated with recovering the outstanding amount. These may include administration costs, debt collection fees and any applicable interest or late payment charges, where permitted by law.

Failure to maintain payments may also result in temporary suspension of access to purchased programmes, courses or other services until outstanding payments have been resolved.

Payments

Any applicable credit card or payment processing surcharge will be disclosed and payable as part of your transaction.

All prices displayed on the Hypnotherapy Nelson website are in New Zealand dollars (NZD), unless otherwise specified. The final payment amount and currency will be shown before you confirm your purchase.

Your payment information is not stored directly on this website. Payments are processed through our third-party payment provider, Stripe, which manages and securely stores payment details where required for future or recurring transactions.

Delivery of Orders

Where audio recordings or downloadable products are purchased, access will generally be provided electronically via email shortly after payment has been completed.

Purchased downloads may also be available through your website account, where applicable.

If your purchase confirmation or download link does not arrive, please contact Kathy Hemi for assistance.

Definitions

For the purposes of these Terms and Conditions:

You / Your refers to anyone accessing or using this website.

We / Us / Our refers to Hypnotherapy Nelson and Kathy Hemi.

Website / Site refers to the Hypnotherapy Nelson website and its associated online services.

Content refers to all information, text, images, recordings, resources and other materials made available through the website.

Rights of Use and Intellectual Property

All materials and content provided through this website are intended for your personal use unless otherwise stated.

You may download or save materials for your own personal reference, but you must not reproduce, distribute, publish, share, sell or commercially use any website content without obtaining prior written permission.

You must not copy, modify or create new materials based on our content for commercial purposes. This includes using any Hypnotherapy Nelson programmes, resources or products as part of another business or service without our written consent.

All intellectual property rights remain with Hypnotherapy Nelson, Kathy Hemi or the relevant content owners.

Website Warranty

We aim to ensure that the information and resources available on this website are accurate, relevant and up to date.

However, the website and its content are provided on an "as available" basis. We cannot guarantee that the website will always operate without interruptions, errors or technical issues.

To the extent permitted by law, we make no additional warranties or guarantees regarding the accuracy, completeness or suitability of the information provided on this website for any particular purpose.

Limitation of Liability

You agree that, to the extent permitted by New Zealand law, Hypnotherapy Nelson and Kathy Hemi will not be held responsible for any direct or indirect loss, damage or costs arising from your use of this website, reliance on its content or inability to access the website.

This includes, where legally permitted, loss of income, business opportunities, profits or other financial losses.

Nothing in these Terms and Conditions is intended to exclude or restrict any rights or protections you may have under applicable New Zealand legislation, including the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.

Website Availability

We make reasonable efforts to keep the website accessible and operating correctly. However, we cannot guarantee uninterrupted access at all times.

Temporary interruptions may occur due to website maintenance, technical faults, hosting issues, telecommunications problems or circumstances beyond our reasonable control.

We accept no responsibility for temporary website outages or interruptions caused by factors outside our control.

External Website Links

Our website may contain links to third-party websites and online resources for your convenience.

These links do not mean that we endorse or take responsibility for the content, products, services or information provided by those external websites.

If you choose to visit an external website, you do so at your own discretion and should review its individual terms and privacy policies.

Acceptable Use of the Website

When using this website, you agree to act responsibly and not to:

- Use the website or its content for any unlawful or unauthorised purpose.
- Interfere with the website's operation, security or functionality.
- Attempt to damage, disrupt or restrict access to any part of the website.
- Upload or distribute viruses, malicious software or harmful material.
- Publish or transmit content that is abusive, defamatory, offensive, threatening or inappropriate.
- Use the website in a way that causes disruption, inconvenience or distress to others.

You also acknowledge that all copyright, trademarks and other intellectual property rights associated with the website and its content belong to Hypnotherapy Nelson, Kathy Hemi or their respective owners.

Cookies

Cookies are small text files that websites may store on your computer or device through your internet browser.

These files help websites recognise returning visitors and understand how people interact with online content.

The Hypnotherapy Nelson website may use cookies to:

- Help website features and login functions operate correctly.
- Measure website visits, audience numbers and visitor activity.
- Understand how visitors use the website.
- Gather information to help improve our website, content and services.

Most internet browsers allow you to manage your cookie preferences. You can choose to accept cookies, block them or receive a notification when a website attempts to store them.

Please be aware that disabling cookies may affect how certain website features function.

Where this website links to external websites, those websites may use their own cookies and tracking technologies. Hypnotherapy Nelson is not responsible for the cookie practices or privacy policies of external websites.

Updates to These Terms and Conditions

We may review and update these Terms and Conditions when necessary to reflect changes to our website, services or business practices.

Any updated terms will be published on this website. By continuing to use the website after changes have been published, you agree to the revised terms.

We recommend checking this page periodically to ensure you are familiar with the current conditions. If you do not agree with an updated version, you should discontinue using the website.

Entire Agreement

These Terms and Conditions, together with any additional policies or documents referred to within them, form the agreement between you and Hypnotherapy Nelson regarding your use of the website and its services.

Severability

If any section or provision of these Terms and Conditions is found to be invalid or unenforceable, that provision will be treated separately. The remaining provisions will continue to apply to the extent permitted by law.

No Waiver

If Hypnotherapy Nelson does not enforce a particular provision of these Terms and Conditions, this does not mean that we have waived our right to enforce that provision or any other provision in the future.

Event Cancellations and Refunds

We make every reasonable effort to ensure that scheduled courses, workshops and live events proceed as advertised. However, circumstances may occasionally require a programme or event to be changed, postponed or cancelled.

If Kathy Hemi or Hypnotherapy Nelson cancels an event, any fees paid for that event will be refunded in full.

Please note that refunds will not extend to additional expenses such as travel, accommodation or other personal costs incurred in attending an event. We recommend arranging appropriate travel insurance if you are making significant travel or accommodation commitments.

Contact Details

If you have any questions about these Terms and Conditions, or need assistance with a purchase, product or service, please contact Kathy Hemi.

Hypnotherapy Nelson

Contact: Kathy Hemi

Phone: 027 215 3775

Email: kathy@radiancecoaching.co.nz

Location: Nelson, New Zealand