

Terms & Conditions

1. Introduction

- 1.1 These terms and conditions set out the basis on which we provide this website and the services available through this website. This website and these services are offered in the spirit of respect and kindness, trusting that they will be received and that you will interact with them in the same spirit. These terms and conditions are designed to protect you and us and to clarify what is and what is not agreed to between us.
- 1.2 These terms and conditions are an agreement between Linda Vincent (Azure Dreaming /Goddess Dreaming Events we/us/our) and you. By using this website, you agree to these terms and conditions. If, after you have read these terms and conditions you do not agree with them, then you do not have our permission to use the website.
- 1.3 This website is for the use of adults, which we define as people over the age of majority in the place where they live. This is currently 18 years of age in Australia. This age may be different in the place where you access our website, or it may change between one visit to our website and another. By using this website, you are representing to us that you are an adult. If you are not an adult, you do not have our permission to use this website.
- 1.4 If you choose to use this website to obtain any services, or provide any information to us, we will ask you to expressly agree to these terms and conditions.
- 1.5 You have rights under various Australian laws which cannot be removed or limited by anything in these terms and conditions. These include the Australian Consumer Law (ACL) in the *Consumer and Competition Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of services by us to you which cannot be excluded, restricted or modified (Statutory Rights). Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the ACL or any liability under the ACL, which by law may not be limited or excluded
- 1.6 We may vary these Terms and Conditions, in our absolute discretion, at any time. If we vary these terms and conditions, we will publish the variation on our website. You agree that you will be bound by any variation from the time it is published on our website and you accept responsibility for maintaining your own awareness of any such changes.

2. Intellectual Property

- 2.1 Copyright © Azure Dreaming 2025, Copyright © Linda Vincent 2025
- 2.2 We own and are entitled to control all of the copyright and other intellectual property rights in this website and in all of the material on the website.
- 2.3 We own all the intellectual property in all Readings, Healings, Workshops, Retreats, Events and all other services and products provided to you by us and we also own the intellectual property in all digital content and any products accessed via this website and/or included in these terms and conditions.
- 2.4 You must not

- 2.4.1 reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of this intellectual property to any third party; or
 - 2.4.2 breach any intellectual property rights connected with the Site or the products, including (without limitation) altering or modifying any of this intellectual property; causing any of this intellectual property to be framed or embedded in another website; or creating derivative works from any of this intellectual property.
- 2.5 Intellectual property includes and is not limited to:
 - 2.5.1 all present and future rights to intellectual property including inventions and improvements, trade marks (whether registered or common law trade marks);
 - 2.5.2 Recordings, Digital Content, patents, designs, copyright, any corresponding property rights under the laws of any jurisdiction;
 - 2.5.3 all rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, formula or work product; and
 - 2.5.4 all work product developed in whole or in part by Linda Vincent.

3. Permission to use website

- 3.1 You may:
 - 3.1.1 view pages from our website in a web browser;
 - 3.1.2 download pages from our website for caching in a web browser;
 - 3.1.3 print pages from our website for your own personal and non-commercial use;
 - 3.1.4 stream audio and video files from this website; and
 - 3.1.5 use our website services by means of a web browser, subject to the other provisions of these terms and conditions.
- 3.2 Except as expressly permitted by section 3.1 or the other provisions of these terms and conditions, you must not download any material from this website or save any such material to your computer.
- 3.3 You may only use this website for your own personal use and you must not use this website for any other purposes.
- 3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on this website.
- 3.5 We reserve the right to suspend or restrict access to this website, to areas of this website and/or to functionality upon this website. We may, for example, suspend access to the website during server maintenance or when we update the website. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

4. Prohibited conduct

- 4.1 When you use this website, you must not do, or attempt to do, anything that is unlawful, anything that we, or another reasonable person would consider inappropriate, or anything that is likely to bring us and/or our website into disrepute.
- 4.2 We expressly prohibit the use of our site in any way that is likely to breach another person's privacy or other legal rights, cause harm to another person or interfere with the operation of our website in any way.
- 4.3 We expressly prohibit the use of any data collected from this website for any direct marketing activity.

- 4.4 We expressly prohibit the use of our website (including website content) in any manner that competes with our business.
- 4.5 We expressly prohibit the use or attempted use of any virus or other harmful component or program in relation to our website.

5. Limited warranties

- 5.1 We make all reasonable efforts to ensure that the information published on this website is complete, accurate and current.
- 5.2 At the same time, we do not warrant or represent to you that the information published on this website is complete, accurate and/or current.
- 5.3 We do not warrant or represent to you that our website, or any particular service on our website will be available at all times. We reserve the right to alter the website content or website services or to discontinue publishing the website.
- 5.4 We do not warrant that access to our website will be uninterrupted or free of viruses or other harmful components or programs.

6. Limitations and exclusion of liability

- 6.1 You acknowledge and agree that any insights or guidance provided in our products or services is not professional advice or personal recommendations. Linda Vincent provides no guaranteed results and takes no responsibility and are not liable for any decisions or actions that you take following use of any of our products or services. Your reliance on any information provided to you through our products or services is at your own risk.
- 6.2 Where the delivery of products or provision of any of our services depends on your information or response, we accept no liability for a failure to deliver the products or perform the services, which is affected by your delay in responding or incomplete or incorrect information provided by you.
- 6.3 Nothing in these terms and conditions will exclude any liabilities which may not be excluded under applicable law.
- 6.4 On request by you, we may provide you with contact details of third-party service providers. This is not a recommendation by us for you to seek their advice or to use their services. We make no representation or warranty about the third-party advice, provision of services or any specialisation or expertise, and we disclaim all responsibility and liability for the third-party advice or provision of services, or failure to advise or provide services.
- 6.5 This clause will survive the termination of these Terms.

7. Indemnity

- 7.1 You are liable for and agree to indemnify, defend and hold us harmless for and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:
 - 7.1.1 any information that is not accurate, up to date or complete;
 - 7.1.2 any breach of these Terms; and
 - 7.1.3 any misuse of any of our products or services by you, your employees, contractors or agents; and
 - 7.1.4 You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our products and services including but not limited to

disputes, complaints, investigations, or litigation that arises out of or relates to incorrect information you have given us.

- 7.2 Nothing in this section excludes or limits any rights which may not be excluded or limited under applicable law.
- 7.3 The obligations under this clause will survive the termination of these terms and conditions.

8. Breaches of these terms and conditions

- 8.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
 - 8.1.1 send you one or more formal warnings;
 - 8.1.2 temporarily suspend your access to this website;
 - 8.1.3 permanently prohibit you from accessing this website;
 - 8.1.4 block computers using your IP address from accessing this website;
 - 8.1.5 contact any or all of your internet service providers and request that they block your access to this website; and/or
 - 8.1.6 commence legal action against you, whether for breach of contract or otherwise.
- 8.2 Where we suspend or prohibit or block your access to this website or a part of this website, you must not take any action to circumvent such suspension or prohibition or blocking.

9. Assignment

- 9.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.
- 9.2 You may not without this prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

10. Severability

- 10.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 10.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

11. Third party rights

- 11.1 A contract under these terms and conditions is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party.
- 11.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

12. Entire agreement

- 12.1 These terms and conditions, together with our privacy policy, shall constitute the entire agreement between you and us in relation to your use of this website and shall supersede all previous agreements between you and us in relation to your use of this website.

13. Law and jurisdiction

- 13.1 These terms and conditions shall be governed by and construed in accordance with the Australian Capital Territory laws.
- 13.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the Courts of the Australian Capital Territory.
- 13.3 Your use of this website and these terms and conditions are governed by the laws of Australian Capital Territory (ACT).
- 13.4 Subject to your statutory rights, we exclude all express and implied warranties, representations and guarantees of any kind (whether under statute, law, equity or on any other basis) and all materials, work, goods and services, are provided to you without warranties, representations and guarantees of any kind, unless expressly stipulated in these terms and conditions.
- 13.5 This site may be accessed worldwide. We make no representation that this website complies with the laws (including intellectual property laws) of any country outside Australia. If you access this website from outside Australia, you do so at your own risk and are responsible for complying with the laws where you access this website.

14. Our details

- 14.1 This website is owned and operated by Linda Vincent (ABN 82 569 228 287)
- 14.2 Our principal place of business is in the Australian Capital Territory
- 14.3 You can contact us:
 - 14.3.1 using the website contact form;
 - 14.3.2 by phone on the contact number published on this website; or
 - 14.3.3 by email at the email address published on this website.

15. Booking of sessions

- 15.1 You may make a booking with Linda Vincent for any of the services specified on our website via this website.
- 15.2 You acknowledge that the services which may be booked via our website are subject to change.
- 15.3 You acknowledge that you have no medical condition which prevents you from experiencing or participating in any session or related activities, and further understand that our services in no way supersedes any medical or other treatment you may be undergoing from a medical or health practitioner. You also understand and agree that participation in any service is purely voluntary on your part.
- 15.4 When you make a booking through our website, you will be required to expressly agree to these terms and conditions.
- 15.5 When you make a booking you are responsible for and warrant that you will use a reliable internet connection, hardware and software for any service which is delivered online, and that you will use a reliable phone connection for any service which is to be delivered by phone. We will not be responsible for any interference with, delays or failure to provide you with any service in the event that the interference, delay or failure results directly or indirectly, in total or in part, from causes related to your phone or internet hardware, software or connection.
- 15.6 Booking times will be made in accordance with the time zone of the appointment in the Australian Capital Territory being Australian Eastern Daylight

Time (AEDT) or Australian Eastern Standard Time (AEST). It is your responsibility to satisfy yourself as to the time zones applicable at the time you make the appointment and you can review the information at www.australia.gov.au/time-zones-and-daylight-saving

- 15.7 In the event that you wish to reschedule your booking you may do so with 48 hours' notice prior to the appointment. Any request to reschedule within 48 hours of the appointment may be agreed to at our sole discretion. You may reschedule your booking via this website. You will receive email confirmation of the rescheduled booking time.

16. Payments

- 16.1 Full payment is required upon confirmation of your booking.
- 16.2 You agree to use our chosen third-party payment processor.
- 16.3 In the event that the payment method chosen by you is subject to any additional fee, charge or levy you will be responsible for payment of any such additional fee, charge or levy. You accept all terms and conditions of the applicable third-party processor.
- 16.4 Except as may be required under the ACL and subject to these terms and conditions, all payments are final and are not refundable because of a change of mind or a change in your circumstances.
- 16.5 Our fees are subject to review at any time and at our sole discretion. We may change our fee structure at any time and will publish any changes on this website. We may amend, delete, add any services provided at any time.
- 16.6 Our prices are in Australian dollars and do not include Australian Goods and Services Tax (GST). If GST is applicable, it will be notified and applied at checkout.

17. Session preparation and participation

- 17.1 You will receive a confirmation email when you make your booking with appointment time, date, location (for face-to-face services) and contact details (if required). It is your responsibility to check all details and verify their accuracy.
- 17.1.1 Our appointments are scheduled for a specific duration, please understand that if you arrive late for your appointment, the allotted time will not be extended. If you are more than 15 minutes late to your scheduled appointment time, you will be considered to have cancelled your appointment and no refund will be provided.
- 17.2 It is your responsibility to ensure your technology and internet connections are in good working order prior to the allocated session time. In the event that your technology/internet is not in good working order at the time of the session no additional time will be provided.
- 17.3 It is your responsibility to ensure you have provided the correct contact details. If you provide the wrong details Linda Vincent will attempt to reach you via alternate contact methods which you have provided. If you do not reply within 15 minutes of your scheduled appointment time, you will be considered to have cancelled your appointment and no refund will be provided.
- 17.4 By accepting services from Linda Vincent you acknowledge and agree that:
- 17.4.1 Services may prompt an emotional response, is subject to your own personal interpretation and is not professional medical, psychological, legal/or financial advice;

- 17.4.2 Our services are not intended for, nor should ever be used in place of professional services including but not limited to medical, legal, financial, business and/or psychological services;
 - 17.4.3 We strongly recommend consulting a licensed medical professional or psychologist for any health-related concerns before scheduling a session.
 - 17.4.4 The accuracy and applicability of a reading or other service is in no way warranted or guaranteed; and
 - 17.4.5 We accept no responsibility and/or liability for any decisions and/or actions you or someone else may choose or makes based on any service provided by us.
- 17.5 A recording of your reading or any other service is not included in your session and you do not have permission to make a recording of your session. Making a recording of your session will constitute a breach of these terms and conditions. You are welcome to make notes about your session, either during or following your session.

18. Privacy

- 18.1 We may collect personal information about you through your use of our website, for example when you book a service through our website.
- 18.2 We are committed to protecting the privacy of your personal information and will only collect, hold, use and/or disclose your personal information:
 - 18.2.1 for purposes that you have agreed to;
 - 18.2.2 for purposes that have been made known to you at the time the information was collected from you;
 - 18.2.3 for purposes that a reasonable person would expect the information to be used for;
 - 18.2.4 as required or authorised by law.
- 18.3 Our website uses tracking technologies including cookies and similar technologies and you consent to the collection of non-identifying information about your use of our website through these technologies.
- 18.4 We use a third-party payment platform (currently “Stripe”) and you consent to your information being collected and held by them. We do not hold the information collected by them. Their privacy policy can be found here <https://stripe.com/au/privacy> .
- 18.4 Our complete Privacy Policy is available at www.azuredreaming.com.au

19. Workshop, Retreats and Events Terms & Conditions

In addition to the above Website Terms and Conditions the following Terms and Conditions apply to all Workshops, Retreats and other Events we provide:

- 19.1 Age, Mobility, Health and Fitness Requirements:
 - 19.1.1 Registration/Participation requires participants to be 18 years of age.
 - 19.1.2 Participation in a workshop, retreat or event may involve movement activities such as dance, gentle walks and outdoor activities that may require the participant to sit or stand outside in nature.
- 19.2. Purpose of Workshops, Retreats and Events:
 - 19.2.1 Workshops, retreats and events are designed to offer participants an opportunity for reflection, spiritual and/or personal growth. However, it is important to understand that workshops, retreats and events are not intended for, nor should ever be used in place of professional services including but not limited to medical, legal, financial, business and/or psychological services.

19.2.2 In some instances there may be specific additional terms and conditions for workshops, retreats and events. If this is the case these workshops retreats or events specific terms and conditions will be provided in the workshops, retreats or event details at time of advertising and/or ticket purchase.

20. Cancellation & Refund Policy

20.1 Non-refundable Tickets:

20.1.1 All tickets are non-refundable.

20.2 Event Cancellation:

20.2.1 If workshops, retreats or events are cancelled, you will receive a full refund.

20.3 Transfer of Ticket:

20.3.1 You may transfer your ticket to another person (a transferee) at no additional cost.

20.3.2 Notify us by email to linda@azuredreaming.com before the commencement date.

20.4 Changes to Workshops, Retreats and Events Details:

20.4.1 While we will strive to ensure no changes occur, circumstances beyond our control may necessitate changes to course dates, details, facilitators, and locations.

20.4.2 By proceeding with the booking and purchasing a ticket/s, you agree to these Terms & Conditions and the Cancellation & Refund Policy.