

Website Terms & Conditions

1. Introduction

This website, www.creatingpositivespaces.com.au or www.creatingpositivespaces.com, is owned and operated by Creating Positive Spaces Pty Ltd, ACN 659 778 042. If you have any questions or need further information, please contact Joey Camilleri.

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This document sets out the Terms and Conditions you need to be aware of when engaging with me online through my website, social media, or other platforms. It also sets out the Terms and Conditions you need to be aware of if you attend one of my workshops or presentations or participate in an initial consultation. Please take a moment to read it, as it sets out the terms of our relationship so that we may both benefit from clear boundaries and knowing what to expect from each other.

When you visit this website, my social media accounts, attend a workshop or presentation or use my services, you agree that you are over 18 years of age and willing to be bound by these Terms and Conditions. If you are under 18, you must have your parent or guardian's knowledge and consent. If you disagree, you should not continue to visit this website or purchase from me.

This document may be changed or modified from time to time. Please check back regularly to ensure you are aware of any changes.

All services advertised on this website are offered in compliance with Australian Consumer Law.

2. Content Disclaimer

2.1. Creating Positive Spaces is a professional organising business that offers a decluttering and organising service that can include:

- a) home and office organising;
- b) digital organising;
- c) paperwork; and
- d) time management

2.2. The content you may find on my website, social media accounts, or in my presentations and workshops is about or related to decluttering and organising for individuals and businesses. In addition, I may share more about myself, such as my values, goals, interest and things I'm doing outside of being a professional organiser.

2.3. This content is provided solely for your education, professional and personal development and for you to know a little bit more about me and my business. I share this content to help you

develop a deeper understanding of my work as a professional organiser and to assist potential clients in determining if I'm the right professional organiser for them.

- 2.4. I take great care to provide valuable information, but I cannot be responsible for how you interpret or use the information I provide.
- 2.5. You are responsible for your own safety and well-being while browsing the internet. The content on my website, social media accounts or in my workshops or presentations may connect to mental and physical health challenges.
- 2.6. Please be aware that the generalised information I provide about personal organisation is not a substitute for specialist professional advice tailored to your individual circumstances. Don't take action or make major life decisions without first seeking independent, appropriately qualified professional advice specific to your individual needs.
- 2.7. Any testimonials or results I may display on this website or my social media sites are based on my experience and those of my previous clients. They are not guarantees that anyone else will achieve the same results.
- 2.8. I may share with you my personal psychological and physical health challenges, values, goals, beliefs, experiences, and other personal matters. These are my own experiences, and I share this content with you for explanatory purposes.
- 2.9. While I take all reasonable care to ensure that the information I provide is accurate, relevant and up to date, I make no guarantees in this regard and disclaim any legal liability for any inaccuracy, incompleteness or error. If you find something that seems problematic, it would be very helpful if you let me know! I'm always open to constructive feedback.
- 2.10. I may modify the content provided on this website or my social media sites at any time, including altering or deleting it without notice.
- 2.11. This site may offer paid and free downloads. While every effort is made to ensure these downloads are safe and hassle-free, I am not responsible for any viruses or other damage which might occur as a result of you downloading material from this site. Please make safety your priority and ensure you have adequate protection against viruses and other malicious attacks that may occur without my knowledge or consent.
- 2.12. From time to time, I may provide links to external sites. I have no control over the information provided on these sites, and the links are solely for your information, education or entertainment. Third-party links on my website do not signify that I recommend or endorse the websites. You acknowledge that they are used at your own risk.
- 2.13. This website uses cookies to monitor browsing preferences. By using my website, you consent to my use of cookies in accordance with the terms set out in my [Privacy Policy](#).
- 2.14. I may provide links to the websites of my affiliates and clients. I think they are great, but I don't explicitly endorse any services or products they offer for sale. While I believe them to be reputable businesses, any relationship you enter into with them is at your own risk, and I'm not a party to the transaction in any way.
- 2.15. If you find a broken link, feel free to let me know.

3. Initial Consultation Terms

- 3.1. **My initial consultations are intended to help you determine if my services are right for you. I will discuss with you how I may be able to assist you with achieving your organising goals. The objective of the initial consultation is to help us both decide if we are a good fit to work together. Taking part in an initial consultation does not create a legal professional relationship between us.**

4. Terms of Service for Clients

- 4.1. **No professional relationship is formed between us by your visit to my website, social media sites, attending my presentations or workshops, or undertaking an initial consultation.**
- 4.2. **If we agree to form a professional relationship and work together, you will be bound by my terms of service. You can view my terms of service by clicking here: [terms of service](#).**
- 4.3. **I will also send you a copy of my terms of service before our first session.**
- 4.4. **If there is any inconsistency between this document and my terms of service, these Website Terms & Conditions are overruled to the extent of the inconsistency.**

5. Limitation of Liability

- 5.1. **I do not make any guarantees or warranties about the accuracy of any material displayed on this website, on my social media accounts or in presentations or workshops, with the exception of any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law.**
- 5.2. **I'm human, and errors creep in despite the best of intentions. Please let me know if you see something that doesn't seem right.**
- 5.3. **While I make all reasonable efforts to ensure that this website, my social media accounts and my presentations and workshops meet the highest standards of best practice, if something does go wrong, that is not a direct result of my negligence, misrepresentation or deliberate fault, you agree that, to the fullest extent permitted by law, I will not be liable for any loss or damage arising out of or related to content on my website, social media or in my workshops or presentations irrespective of whether such damages were foreseeable, and regardless of the nature of the claim.**
- 5.4. **You take full responsibility for your implementation of any suggestions that I may make on my website, social media accounts, in my presentations or workshops or during my initial consultation. You understand that my advice is limited to providing you with options for your consideration and that you are solely responsible for any actions you choose to take. Always consult your own values and vision, do your own research, and check with appropriately qualified professionals before making major decisions or making significant changes. You agree to indemnify me against all consequences arising directly or indirectly from your choices.**
- 5.5. **You expressly agree that if this limitation of liability is unenforceable for any reason, my total cumulative liability for all causes of action of any kind shall not exceed the amount that you have paid to me for my products or services.**

6. Intellectual Property

- 6.1. **The content on my website, social media and in my workshops and presentations, including all my courses, resources and ebooks, is protected by copyright laws and treaties worldwide, with all rights reserved.**

- 6.2. You may store, print and display the publicly available content supplied solely for your own personal use.
- 6.3. Commercial exploitation of my content in any way that competes with my business is strictly prohibited.
- 6.4. You are welcome to share blog posts or other publicly available content through social media, but you must provide a link back to this website.
- 6.5. You may link to my home page, provided you do so in a way that is fair and legal and does not damage my reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on my part where none exists.
- 6.6. Please email joey@creatingpositivespaces.com.au if you require permission to reproduce any of the contents of this website.
- 6.7. I own the unregistered trade marks, logos, and service marks displayed on this website, social media or in other material produced by me. These trade marks, whether registered or unregistered, may not be used in connection with any other product or service without a licence, or in any way that is likely to cause confusion in the marketplace or in any manner that disparages me or my business.
- 6.8. Unless explicitly stated to the contrary, all persons (including their names and images), third party trade marks and content, services and/or locations featured on this website are in no way associated, linked or affiliated with me, and you should not rely on the existence of such a connection or affiliation. Any trade marks or names mentioned on this website remain the property of the respective trade mark owners. Where a trade mark or brand name is referred to, it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to me.

7. Respectful Communication

- 7.1. I reserve the right to delete any comments on my website or social media accounts which is rude, offensive or which I deem to be unacceptable. Keep it polite and play nicely, please!
- 7.2. I'm human, and I can make mistakes. If you had a negative experience with my service or website, please let me know first before posting negative feedback or reviews on my website or social media.

8. Third Party Content

- 8.1. I may also provide links to other websites on my websites or other documents. I'm not responsible for the content provided on third-party websites.
- 8.2. My website may contain third-party content such as content from guest bloggers, affiliates or collaborators. The content provided by the third party represents their views and opinions and may not represent my views or opinions. I'm not responsible for the content provided by any third party on my website.

9. Dispute Resolution & Jurisdiction

- 9.1. If you have any concerns, issues or complaints arising out of your use of my website, social media accounts or attendance at my presentations or workshops, or these terms and conditions, you agree to communicate with me with the intention of making a genuine effort

to seek a win/win solution and trying to resolve the dispute in good faith through negotiation and discussion. Please email me at joey@creatingpositivespaces.com.au and expect a response within 5 business days.

- 9.2. “We” below refers to everyone involved in the dispute.**
- 9.3. If we cannot resolve a dispute by negotiation and discussion within 14 days, we agree to proceed to mediation with the assistance of an independent accredited mediator. We will seek an online dispute resolution or mediation by telephone if we are not able to meet conveniently in person.**
- 9.4. The mediator is to be appointed by agreement between us or, failing agreement, within 21 days of the negotiation period ending; I will suggest 2 mediators from the Law Institute of Victoria’s “Mediator Directory”, having first confirmed their availability. You must choose one of these mediators within 7 days of receiving the suggested names.**
- 9.5. We agree to share all the costs of mediation equally between us.**
- 9.6. We agree that neither of us will commence legal action until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.**
- 9.7. If a dispute arises, we all agree that we will not engage in any public discussion about the issues, we will behave politely towards each other, and we will avoid any conduct or communication which might reasonably be expected to unreasonably interfere with any other person’s business or personal interests.**
- 9.8. This agreement is subject to the governing law of Victoria, Australia. Regardless of where you live in the world, you irrevocably agree that if the dispute resolution processes fail, the courts of Victoria, and the Commonwealth of Australia, will have exclusive jurisdiction.**