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# Customer Service Policy

Shine takes the satisfaction of its customers very seriously and adheres to pertinent legislations such the Australian Consumer Act and other legislations. Our Customer Service Policy adheres to the highest standards of customer care. These standards assure that every member of the community has access to our services and facilities. Our compliance with our customer care standards are a major part of the delivery of our retreats and make up an integral part of planning.

As a retreat, Shine ensures that all its employees and contractors –

- Are helpful and courteous while delivering services
- Are professional in their approach
- Listen to customers patiently in the event they are dissatisfied or have complaints
- Are equitable and fair while dealing with customers with different needs
- Are well informed to answer all customer queries
- Personalise services according to specific needs of our customers where practical
- Consult with customers about their needs prior to rendering services
- Do as directed or update appropriate individuals if things change while offering explanations for the change
- Provide a safe environment for customers at all stages of work

Customers will also be advised as to how long certain services will take to achieve certain outcomes.

## Maintenance of Customer Care Policy

Developing and maintaining the highest standards in our Customer Service Policy is a vital part of our HR policy. Shine organises and delivers quality services by –

- Developing skills and monitoring performance on a regular basis
- Reshaping our Customer Service Policy according to changing regulations
- Improving external and internal communications
- Issuing our Customer Service Policy to contractors engaged to represent Shine and ensuring that they understand the requirements related to the delivery of their services.

# Confidentiality Agreement

Confidentiality means the protection of a client's personal information. In this case, the personal information pertains to the details that Shine collects from customers and which is required to render services, process transactions or any other details that might reveal the identity of said customers.

A lot of our customers suffer from medical ailments and provide us information that allows us to cater to their needs effectively. Shine recognises its customers have a right to privacy and confidentiality. In response to that, all information that pertains to a client at Shine, whether that information is verbal or written, must be kept strictly confidential.

Confidentiality means that contract or permanent staff or employees will not disclose any information that is received from a customer who uses Shine's services. This Confidentiality Agreement ascertains that no employee of Shine has the right to disclose sensitive information about a client unless specifically allowed to do so.

Our professionals and service providers do not have a right to know a customer's health status. However, it might be necessary for you to disclose the purpose of your visit to specialists or other professionals in order to render services.

## In Case of Breaches in Confidentiality

Shine takes the confidentiality and privacy of its clients very seriously. We will not hesitate to take disciplinary or legal (if required) action against any employee or contractor that breaches this Agreement.

## Types of Personal Information Protected

Customer information that needs to be kept confidential at all times includes a client's -

- Age, gender, date of birth and address
- Details of any health issues or any other information of a sensitive nature that should only be discussed with appropriate persons in a discreet manner
- Any sensitive information that is discussed by any of our staff or contractors amongst each other or shared is considered to be a security breach. Shine will take disciplinary action against such employees.

## Access to Records

Shine may keep its client's records on paper or computers. Not all staff is allowed access to your information. In order to prevent liability according to the Law of Negligence and Privacy Act 1988, we will take the following steps in order to guarantee minimal access to your sensitive records –

- Access to your information is determined according to an employee's/contractor's job description
- Shine restricts and monitors access to computer data in order to assure client confidentiality

- Employees and contractors are not allowed to take such documents with them to areas where they can be accessed by the general public
- Electronic data that is printed out for any purpose is required to be filed at appropriate places according to set protocols (secured off-site office)
- Any information that is to be discarded must be done so effectively by shredding or destroying
- Any health or personal information that is stored as computer files is kept secure through technological security measures and is encrypted
- You are allowed to access your health and personal information we store for you as dictated by the Privacy Act

# Privacy Policy

We protect the privacy and personal information of every customer. At Shine, we collect, use, disclose and store personal information according to the Privacy Act 1998, the AIC (Australian Information Commissioner) Act 2010 and the FOI (Freedom of Information Act) Act 1982.

## Collection of Personal Information

The term “personal information” in this Privacy Policy refers to any type of information through which your identity can be determined. We will inform you about how we intend to use your personal information at the time of collection. The information we collect allows us to respond to your queries and to facilitate processes such as transactions or to provide services. This information may include your name, address, payment processing info and contact details.

Shine only discloses your personal information if you either agree to or reasonably expect us to.

## Analysing and Correcting Personal Information

You are allowed access to your personal information and can request to have it corrected if it is incorrect. Customers also have the right to file complaints if they feel that their personal information is mishandled in any way. We will rectify the problem if we consider your complaints to be reasonable. We try to make the process as simple as possible.

## Security of Personal Information

Shine uses every technological, administrative and physical method at its disposal to protect your personal information against theft and loss. We also take necessary measures to protect sensitive information against unauthorised access, modifications and use. In addition Shine also takes appropriate steps to ensure that your information is accurate and updated where necessary. Any information that we no longer require (for business purposes) will not be retained and shall be promptly destroyed through secure means as dictated by law.

## Cookies and Website Usage

The visitor data that Shine collects is used for traffic analysis only. It is only intended to help us understand the needs of our customers better and to improve our services.

- Once visitors access our website, short text files are automatically downloaded into their computers. These are called cookies and do not contain a visitor’s personal details. However, you can set your browser preferences to refuse or block cookies or set your browser to notify you before it accepts cookies.
- Any information that visitors provide on a voluntary basis through online forums or emails will only be used for the purpose for which they are originally supplied for. Shine does not provide third parties with your personal information unless required to do so by Australian law.
- Shine may use your IP address to administer its services or to diagnose problems within its servers.

# Terms of Use (website policy)

This website is owned and operated by Shine. This document applies to your use of this website. Your access to the website is considered proof of your acceptance of the terms of use mentioned below. By accessing this website, –

- You fully acknowledge that you have read and understood the Terms of Use
- Your acceptance of the terms is legally binding

Shine may choose to revise or modify any of the points mentioned in its Terms of Use. Please cease using the website if you disagree with any of them at any point in time. In addition –

- Shine does attempt to keep all the information on the website up to date and accurate. However, we do not warrant the accuracy of the content.
- While Shine does try to promise a fully functional web experience, we do not guarantee that the website will be uninterrupted or that this website will be completely free of errors or that it is free of viruses

## Intellectual Property

The materials that are displayed on this website including photos, logos, trademarks, names, and all editorial materials such as illustrations, artwork are the sole property of Shine. They are protected under Australian trademark, copyright and intellectual property laws. In addition -

- You agree not to retransmit, reproduce, distribute, publish, sell or broadcast any of the mentioned materials without permission from Shine. Please contact us if you need the consent.
- Shine gives you revocable, limited, and non transferable license to view, access, use and print the content of this website only for non commercial and personal purposes and only for those purposes.
- Shine is not liable for any indirect, consequential or incidental damage, corruption of data, loss of profits or any other loss related to your access or inability to use the website.

## Modifications in Website

Shine may, in its sole discretion and without prior notice, vary, discontinue, modify permanently or temporarily any aspect of the website. As a user, you agree that we are not liable to any third party or to you for the mentioned, discontinuance, variations or modifications.

## Third Party Websites

Shine is not responsible for the content or accuracy of the third party websites that link to it. This includes advertisements. Users are advised to access the hyperlinks on the website at their own risk. Your dealings with the third party websites that you access will be considered between you and the mentioned advertisers.

# Terms of Payment Policy

Shine protects the financial information of each client who hires our services or purchases our products. Our Terms of Payment Policy is designed according to the Privacy Act 1988 and the Australian Privacy Principles. This policy states how Shine uses and discloses personal information that is collected through certain technologies.

## How we use your Personal Information

All payments are processed in Australian dollars. Shine may use your personal information to process financial transactions. Your personal information may be used for the following –

- To verify your identity
- To provide you with the information about the promotion of certain products or services

## Credit Policy

Shine offers credit notes for customers who have paid for services but can no longer attend the retreat. Please note, this condition only applies to cancellations that are made at least 2 weeks before the program commencement date. The following terms and conditions explain how such payments are to be made –

- Clients are required to pay for their services in full at the time of booking
- Clients can transfer their own bookings to their friends or family members if they choose to do so.
- Bookings can be cancelled and a credit letter can be issued for full value of the payment. This only applies to cancellations that are made 2 weeks before the program commences
- Bookings are transferrable to an alternative program date. This is provided that the request for a transfer is made at least 14 days (2 weeks) before the program is supposed to commence
- Any request for cancellation made within 2 weeks or 14 days will not be entertained for a refund or credit since the deposit paid to secure your position in the program will already have been incurred. Clients may apply for a credit letter for any additional payments that they have made and that are not inclusive of their deposit.
- Any cancellation that is made within 24 hours forfeits full payment.
- Any individuals wanting to pay a holding deposit may contact Shine to negotiate a suitable payment method for 30% of the retreat package cost. Part payment plans and deposits cannot be made using the online booking platform. The 30% deposit is non-refundable but may be transferred to another party. Full payment must be received within 4 weeks of the retreat commencement date.

# Refund Policy

As a customer, you have the right to ask for a refund or replacement under the Australia Consumer Law.

## Cancellation and Refunds

Shine takes the satisfaction of its clients very seriously and is willing to repeat a service or provide a refund provided that you notify us after receipt of said service. Our cancellation and refund policy is subject to the following factors -

- There are no refunds on services unless determined by management.
- Full payments for pre-booked services and accommodations are due 14 days before the first day of reservation and are non-refundable
- All payments are non-refundable for customers who cancel their reservation for their chosen services or do not show up for scheduled appointments
- Customers who book their reservation or services in advance are required to confirm their bookings. The room or treatment that you have requested is not confirmed until you have made the payment deposit. Once your reservation deposit is received and confirmed, it is not refundable.

## For Purchased Products

You can ask for a refund if you are not 100% satisfied with one of our products. Owing to the nature of your issue, we may take the time that has passed since you purchased the product into account and by considering the following factors –

- The type of product that is purchased
- How you are likely to use the product
- How long the product can reasonably be used for before the malfunction becomes noticeable
- The time for which the product is to be reasonably used

Any claims should be reported to Shine within 7 days of the receipt of the goods. Claims must also be approved before such products are returned along with the invoices. However, Shine will not accept responsibility or refund any product unless it is provided in the condition that it was sold in.



# Anti Discrimination and Anti Harassment Policy

Shine is committed to maintaining a work environment that is free from harassment and discrimination. In Australia, national and state laws cover anti-discrimination and equal opportunity at the workplace. Our employment and harassment policy is designed according to the points present in the Anti Discrimination Act 1977 and EEO (Equal Employment Opportunity) Act of 1972.

## Equal Employment Policy

### What is Equal Employment Opportunity?

EEO or Equal Employment Opportunity means the absence of discrimination or unfair treatment of employees according to attributes based on a person's age, sex and others.

In compliance with the Equal Employment Opportunity Act of 1972, Shine does not base its employment practices on –

- Race
- Gender
- Colour
- Religion
- Sexual orientation
- National origin or ethnicity
- Disability
- Marital or familial status
- Political beliefs
- Lawful religious beliefs or activity
- Physical features
- Pregnancy (potential or otherwise)
- Lawful sexual activity
- Breast feeding
- Personal association with people identified by the references in the attributes mentioned above

Unlawful grounds are not limited to the mentioned points. In addition, managers are also responsible for –

- Providing an environment which encourages equal employment opportunities in the workplace and setting examples by their own behaviour.
- Ensuring that all decisions regarding employment, contractor engagement, career development and promotions are based on matters without reference to any matter other than a person's ability to carry out a job.

- Providing consistent support and guidance to all employees and contractors according to EEO principles and practices.
- Addressing matters that do not comply with EEO and rectifying them as promptly as possible.

## **Anti Harassment Policy**

### **What is harassment?**

Unlawful harassment can be based on any of the mentioned prohibited grounds of discrimination. Harassment involves any uninvited, unwelcome behaviour that offends, humiliates or intimidates another person and/or makes the workplace uncomfortable and hostile for that person.

### **What is sexual harassment?**

Sexual harassment is a very serious form of harassment and is defined as any unwelcome sexual behaviour, which could be expected to make a person feel offended, humiliated or intimidated. Sexual harassment can be physical, verbal or written and may include any of the following examples.

- Comments about a person's private life or way they look
- Sexually suggestive comments or jokes
- Sexually explicit emails, text messages or posts on social networking sites

Shine does not tolerate any type of harassment that interferes with another person's work performance, or an individual's participation in programs, or in any way creates a hostile work or training environment. We take measures to prevent harassment at the workplace and in all of our external wellness seminars. Any complaints received will be promptly reported and investigated.

All complaints are scrutinised on a fair and confidential basis. In compliance with the EEO Act and in commitment to the points mentioned, Shine –

- Treats all of its customers, contractors and colleagues with respect and professionalism without regard to irrelevant distinctions.

All staff, contractors and customers are informed of Shine policies at the commencement of their wellness retreat, or employment induction in the case of employees.

Breaches of this policy by an employee can result in termination of employment, and in the case of an external contractor or customer, instant dismissal from the retreat (without refund or payment for services).

## Anti Bullying Policy

Shine considers workplace bullying unacceptable and will not tolerate it under any circumstances.

Workplace bullying is 'the repeated less favorable treatment of a person by another or others in the workplace, which may be considered unreasonable and inappropriate workplace practice'. It includes behavior that intimidates, offends, degrades or humiliates a worker, possibly in front of co-workers, clients or customers.

- Shine believes that all employees, contractors and customers should be able to work in an environment free of bullying. Shine will ensure employees, contractors and customers, are not bullied.
- Any reports of bullying will be treated seriously and investigated promptly, confidentially and impartially.
- Shine encourages all employees, contractors and customers to report incidence of bullying and will ensure that anyone who makes a complaint is not victimised or harassed for doing so.
- Complaints should be made directly to Shine owner Kathryn McInnes.

## Access and Equity Policy

Shine strives to maintain a healthy and safe environment where all customers are able to achieve their goals. Shine treats customers and prospective customers with dignity and does not discriminate on the basis of disability, gender, race, religious activity or sexual preference. Reasonable adjustments are taken to support participants with disabilities and special needs to ensure equal access to health and wellness seminars.

Where possible, retreat venues with wheelchair access and wheelchair friendly accommodation facilities will be sourced, however this is not always guaranteed.

# Code of Conduct

The Code of Conduct outlines the expected standard of behaviour at Shine. This policy is designed to help employees and contractors understand their moral responsibilities and obligations when it comes to servicing customers.

All of our employees and contractors are expected to behave professionally. Shine has a responsibility to provide a safe, encouraging and supportive environment that is free from harassment, discrimination or bullying. Employees and contractors are obligated to perform their duties according to the Work Health and Safety Act 2012 as stipulated in Shine's Work Health and Safety Policy.

## Misconduct

Misconduct means unacceptable behaviour that includes but is not limited to –

- Any sort of behaviour that may reasonably be perceived as harassment, bullying, overbearing, intimidating and emotionally or physically threatening
- Conduct that affects another person's work or engagement in activities negatively, compromises on the comfort of a customer or impedes the performance of others at Shine
- Actions that may compromise the health and safety of Shine's customers or employees
- Conduct that results in a failure to comply with reasonable instruction given by individual (s) that have been give the authority to do so by Shine
- Conduct that results in a conviction, sentence or any other court action that restricts the person's role or responsibilities.

## Personal and Professional Behaviour

Employees, in performance of their duties, are required to –

- Treat fellow employees, contractors and customers with sensitivity and courtesy
- Provide all necessary and appropriate assistance
- Be in compliance with relevant administrative and legislative requirements as well as Shine's rules, policies and procedures
- Keep confidential information private in accordance with Shine's Privacy Policy
- Avoid taking part in any activity (such as drug abuse) that may adversely affect how they perform their duties
- Adhere to this Code.

## Diversity and Equality

In adherence to Australian Consumer Law, Shine's employees and contractors are expected to promote an environment where unlawful discrimination, harassment, bullying or victimisation of any sort is unacceptable –

- No employee or contractor at Shine shall discriminate between fellow employees, contractors or customers on basis of their culture, age, gender, sexual orientation, political beliefs, religion, impairments, ethnicity or status in society.
- All employees and contractors are required to understand their rights and responsibilities as they relate to Federal and State anti discrimination legislations.

# Environmental Sustainability Policy

As a business, Shine recognises that its activities can have a negative impact on the environment. This might pertain to our choice of venue, the products or equipment we use amongst others. Shine acknowledges a responsibility to the environment and is committed towards the implementation of practices that promote environmental sustainability.

The terms of this Policy are meant to govern the management of the environmental aspects of our retreat. This policy specifically focuses on the reduction of waste and the conservation of resources. The principles mentioned below are in compliance with the Environment Protection Act 1997 and Environment Protection Regulation 2005. The policy requires Shine to –

- Be in direct compliance with laws or regulations that protect the environment and initiate processes that can improve on these guidelines
- Understand how our retreat can directly or indirectly have an impact on the environment
- Facilitate or promote the conservation of water, energy and other resources during all our operations
- Reduce, reuse and recycle where possible
- Dispose waste in a way that doesn't impact the environment negatively
- Train its staff and contractors to adhere to environmental standards while they render services or use equipment
- Implement sustainable policies
- Promote environmental awareness to contractors and customers
- Determine whether each of our practices comes up to environmental sustainability standards
- Lessen a potentially adverse environmental impact by purchasing eco friendly products or equipment that facilitates that vision
- Audit our practices to determine whether goals have been reached
- Work to incorporate environmentally sustainable goals in everyday operations
- Review and determine whether each practice is suitable in an environmental context.

The principles in this policy refer to how Shine's operations will be reviewed and improved on a regular basis in order to help us integrate social and environmental considerations in everyday operations and practices.

Shine consistently strives to raise awareness in this regard, trains and encourages its employees, contractors and customer in matters concerning environmental sustainability.

# Work Health and Safety Policy

Shine adheres to the Work Health and Safety Act 2011 when it comes to the health and safety of its employees, customers and contractors. We always keep the health and wellbeing of every individual who works for us a priority. Doing so allows us to –

- Improve workforce morale
- Encourage job satisfaction
- Facilitate retention

In line with its obligation towards the Health and Safety Act, Shine –

- Is committed to ensuring a healthy and safe working environment for all of its employees and contractors
- Recognises that Shine event manager is responsible for providing and maintaining a work environment that does not compromise on the health and safety of its employees and contractors
- Believes that work related diseases and injuries are preventable and will work towards eliminating accidents completely.

In keeping up with the points mentioned, Shine -

- Use appropriate means to secure the welfare, safety and health of all our contractors
- Adopt an occupational environment that facilitates their health and safety
- Protect contractors at or near work from any risks to their health or safety that may arise during work.

## For Control and Elimination of Workplace Hazards

Shine will take immediate remedial action in order to control hazards (potential or otherwise) that have been identified by health and safety inspectors. The decision about the steps required to address or eliminate a potential hazard will be made in consultation with concerned employees where possible.

Once an accident occurs, the concerned authority at Shine will take the following actions –

- Ensure that the victim receives immediate medical aid
- Make sure that the area is safe for other employees
- Ensure that nothing is modified or altered until the enquiries have been made
- Ensure that relevant authorities are made aware of the incident (if required)
- Acquire information (about the incident) from witnesses or the injured person.

## Awareness

Shine expects all of its employees and contractors to take an active part to identify situations or instances that may have the potential to cause harm or injure in the workplace. Shine will encourage this practice by –

- Ensuring that a safety hazard identification is performed by the contractor prior to carrying out their services.
- Assisting contractors to prepare a risk assessment in situations where hazards are identified.

## Incident Reporting

Shine is committed towards improving the health and safety of its customers and clients. Important aspects that help us achieve this goal involves reporting any injuries, accidents, illnesses or incidences that occur during the retreat.

Shine ensures that all incidents that occur at the retreats are promptly reported, appropriately reviewed, investigated if required, and remedial action initiated if need be. In addition, we will maintain records of incidents that require it especially if the incidents in question involves medical treatment or criminal investigation.

## Contractor Responsibilities

While Shine's authorities are primarily responsible for ensuring work health and safety, we also expect our contractors to ensure that the health and safety systems work efficiently. As such, all contractors are expected to –

- Hold their own WorkCover, professional and public liability insurances
- Have evidence of previous current training and qualifications in safe work practices and procedures
- Where delivering fitness training sessions, hold appropriate first aid training qualifications
- Appropriately assess the customers' prescreening medical questionnaire to determine any risks prior to participating in retreat activities
- Adhere to safe work practices and procedures at all times
- Report any malfunctioning equipment that may prove as a hazard
- Cooperate in any and all activities that facilitate the prevention of accidents, illnesses or injuries
- Use appropriate safety equipment and safeguards as required by Shine and their own hazard identification
- Identify the need to cease or modify customers' participation in activities based on their observations and identified risks - without relying on the information documented in prescreening questionnaires.
- Immediately report any concerns to Shine event manager.