

Nutrinity Health – Terms and conditions

The Company – Nutrinity Health

The Company is a company registered in England and Wales with company number 11298796 and our registered office is at 8, San Luis Drive, Chafford Hundred, Grays, Essex, RM16 6LP.

You can contact us by emailing us at info@nutrinityhealth.co.uk or through the Better Platform.

If we have to contact you, we will do so by telephone, by writing to you at the registered email address or via the Better Platform.

Client agreement

By signing this Client Agreement, you irrevocably agree that Nutrinity Health approves your application and accepts you as a client for the services provided.

This Agreement automatically becomes a binding contract between you and Nutrinity Health and applies to your participation in the service. By signing below, you are acknowledging you have read, agree to, and accept all of the terms and conditions contained in this agreement.

This supercedes any previous agreement between the client and Nutrinity Health relating to the provision of services.

Service descriptor

Nutritional Therapy is the application of nutrition science in the promotion of health, peak performance and individual care. Nutritional therapy practitioners use a wide range of tools to assess and identify potential nutritional imbalances and understand how these may contribute to an individual's symptoms and health concerns. This approach allows them to work with individuals to address nutritional balance and help support the body towards maintaining health. Nutritional therapy is recognised as a complementary medicine and is relevant for individuals with chronic conditions, as well as those looking for support to enhance their overall health and wellbeing.

Practitioners consider each individual to be unique and recommend personalised nutrition and lifestyle programmes rather than a 'one size fits all' approach. Practitioners never recommend nutritional therapy as a replacement for medical advice and always refer any client with 'red flag' signs or symptoms to their medical professional. They will also frequently work alongside other medical professionals and will communicate with all other healthcare professionals involved in the client's care to explain any nutritional therapy programme or lifestyle recommendations that have been provided.

The Registered Nutritional Therapy Practitioner (RNTP) requests that the Client notes the following:

- The degree of benefit obtainable from nutritional therapy may vary between clients with similar health problems and following a similar nutritional therapy programme.
- Nutrition and lifestyle recommendations will be tailored to support health conditions and/or health concerns identified and agreed between both parties.
- RNTPs are not permitted to diagnose, or claim to treat, medical conditions.
- RNTPs' recommendations are not a substitute for professional medical advice and/or treatment.
- All communication will be conducted by email or via the Better Platform, as such any messages or queries will be responded to in clinic hours (a copy of which can be made available).
- All consultations are conducted in privacy and in confidence (see separate Privacy policy).
- We may need to share your information with supplement companies and biochemical testing companies as part of providing you with safe, direct healthcare. We will not include any sensitive information.
- We will seek your express consent before sharing your information with your GP or other healthcare providers.
- You should be aware that it is a requirement of all BANT registered Nutritional Therapists to make GP's aware of any symptoms considered as a 'red flag'. Additionally, if we believe that your life is in danger then we may pass your information onto an appropriate authority (such as the police, social services in the case of a child or vulnerable adult, or GP in case of self-harm) using the legal basis of vital interests.
- Your RNTP may recommend food supplements and/or functional testing as part of your nutritional therapy programme and may receive a commission on these products or services.
- Standards of professional practice in nutritional therapy are governed by the Complementary and Natural Healthcare Council (CNHC) Code of Conduct, Ethics and Performance.

The Client acknowledges, understands and agrees to the following:

- I am responsible for ensuring all information provided in questionnaires, by telephone, e-mail, in person or by any other means of communication is accurate to the best of your knowledge.
- Advice delivered as part of the services will be tailored to support individual health conditions as discussed and agreed between both parties
- I am responsible for contacting my GP about any health concerns and they remain the primary healthcare provider & appropriate contact in a health emergency.
- The recommendations provided by the RNTP are not a substitute for a medical doctor.
- Any recommendation made by the RNTP for referral to a primary healthcare provider is my responsibility to progress.
- If I am receiving treatment from my GP, or any other medical provider, I should tell him/her about any nutritional recommendations provided by the RNTP. This is necessary because of any possible reaction between medication and the nutritional programme.
- It is important that to tell the RNTP about any medical diagnosis, medication, herbal medicine or food supplements I am taking as this may affect the nutritional programme.
- I must advise the RNTP of any changes in my medical condition, symptoms, prescriptions, treatments, diet or lifestyle for the duration of services provided.
- I will communicate to the RNTP should I plan to be or become pregnant or begin to breastfeed.
- If I am unclear or uncomfortable about any elements of the agreed programme, I will contact the RNTP promptly for clarification, and await their confirmation prior to proceeding.
- All recommendations are personal to me only and must not be shared - as the recommendations / advice provided could be harmful to others without full knowledge of their own individual circumstances or medical history.
- I am responsible for following recommendations provided by the RNTP and failure to commit to doing so may impact the effectiveness of the programme.

A signed copy must be retained by both the client and Nutrinity Health

- Any changes in diet and lifestyle may produce effects in your body, energy, health, and condition that are gradual in nature – not instantaneous.
- We cannot guarantee a successful outcome of the services, and although we will help you achieve your goals we do not warrant or represent that you will fully attain such goals due to factors outside of our control
- Services are intended to encompass my requirements as much as possible. Whilst every effort is made to ensure the services are both safe and effective, there is a risk of adverse outcomes from a nutritional protocol and I acknowledge and agree that you are taking part in the services of your own free will and are aware of the risks as stated by the Nutritional Therapist and/or the Company
- Once you have completed a programme recommended by the Nutritional Therapist and/or the Company, the recommendations made during the programme may no longer be appropriate and no advice or recommendation shall be applicable after the termination date of the nutrition programme. If I choose to continue with the nutrition programme beyond termination, this is done so at my own risk.
- I must contact the RNTP should you wish to continue any specified supplement programme for longer than the originally agreed period, to avoid any potential adverse reactions.
- Recording consultations using any form of electronic media is not allowed without the written permission of both me and my RNTP.
- It is my responsibility to ensure I have a working internet connection for online appointments. If I am unable to connect as scheduled, the appointment is considered a 'no show' and charged in full.
- I agree to my case details being anonymised for the purpose of producing case study information - no personal data will be included.

The services

The company offer a free 15-minute suitability check to all potential new clients. This is to ensure suitability for both parties and subject to completion we will discuss the services most appropriate for you.

For Nutritional therapy packages we will provide the services as agreed between you and the RNTP and set out in your Better Platform profile. We will use suitably qualified nutritional therapists to provide the Services and will provide the services with due care, skill and ability following the standards of professional practice in Nutritional Therapy as set out by the Complimentary Natural Healthcare Council (CNHC) Code of Conduct ("the Code").

We will not provide any services until we receive a declaration from you declaring any physical and/or medical limitations, which may affect your ability to participate in the service. You assume all responsibility of checking with your medical practitioner, physiotherapist, or other health care professional for medical readiness prior to participating in any of the services.

Standards of professional practice in nutritional therapy are governed by the Code and we shall ensure that any person who provides the services on behalf of the Company shall be registered in accordance with the Code.

Any Consultation between you and our Nutritional Therapist which is conducted as part of the Services shall be conducted in privacy and confidence.

We may have to make changes to your Consultation or programme, or suspend the Services:

- to deal with technical problems or make minor technical changes;
- to reflect changes in relevant laws or regulatory requirements; or
- to make minor improvements to the Services.

If we are required to make any other changes to the programme, we will notify you in advance.

There may be occasions where we may need to stop providing a service or cancel a consultation. We'll endeavour to let you know at least 48 hours in advance and we refund any sums you've paid in advance for services which won't be provided or re-schedule the Consultation for a mutually agreeable time

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We can end our contract with you for a service and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment upon our reminder you that payment is due
- you don't, within a reasonable time of us asking for it, provide us with information, co-operation or access that we need to provide the service.
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If our supply of your service is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can end the contract and receive a refund for any services you have paid for in advance, but not received, less reasonable costs we have already incurred

Group services – social media

As part of the delivery of our services, we may invite you to join our social media groups where we offer clients access to additional support and materials.

You agree to have your results anonymised and grant us the right to post such anonymised results within our social media groups. You can elect to opt-out of this option by notifying the Company either in writing, via email or via the social media messenger service.

We will not share any details within our social media groups or pages that will identify you or your nutritional programme unless agreed by you in writing prior.

Before granting access to the social media groups, you will be required to read and agree our social media rules that are in force from time to time. You will not have access to such group service until you agree to adhere to such rules.

We do not review or substantiate the information posted to the social media groups and therefore we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the group services or the information, products, services, or related graphics contained in the group services for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

Any information which is shared as part of the group services, including information in relation to the Company, the services, other members or clients, is confidential and you shall not use, disclose or share such information with any third party

Fees and Payment Terms

Fees and payment options are agreed in advance of the appointment. Appointments cannot be held if payment has not been received.

Fees must be paid in full within 48 hours in advance of an appointment, whether this is in person or online. Payments can be made by bank transfer, credit or debit card.

The client is responsible for the full payment of fees for the programme duration, regardless if the entire programme / appointments scheduled are attended or completed.

Failure to make the agreed payments will result in breach of this agreement and may result in this being forwarded to a third party to recover payment plus any additional costs incurred (which will be transferred onto the client).

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Cancellation Policy, including refunds and rescheduling appointments

Appointments cancelled with less than 48 hours' notice and 'no shows' will be charged in full.

Cancellations can be made using email, the Better platform or by telephone call. If a cancellation is made by voicemail outside of clinic hours, but within the 48-hour notice period this will be honoured.

See below for the policy on refunds in situations beyond the control of the client.

Refunds

Refunds will be reviewed on a case-by-case basis, and provided if they meet the following in criteria:

- Unavoidable / emergency circumstances preventing you from taking part or completing your programme (evidence may be requested i.e. travel cancellation, medical letter).
- You notify the RNTP before the scheduled appointment / service is due to commence.

Refunds are not payable if:

- You have changed your mind
- The consultation has already taken place
- You do not commit to follow the recommendations or advice provided by the RNTP or do not complete your programme.
- You do not attend any scheduled appointments without prior notice being provided
- Functional Testing kits have already been ordered and dispatched to you

Rescheduling appointments

Appointments must be rescheduled within 48 hours of the original scheduled appointment, failure to do so may incur a fee.

Rescheduled appointments should be re-booked as swiftly as possible to maintain continuity, and as soon as the RNTP's schedule allows.

The RNTP will discuss any future dated appointments within your programme that may be impacted as a result of the rescheduled session.

Confidentiality and Data Protection

How we use any personal data you give us is set out in our Privacy Notice. Please read this before signing the contract.

Nutrinity Health is registered with ICO, the UK's independent authority set up to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals.

All client data is kept on file for 8 years and the client has the right to request access until that time. All documents shared via the Better Platform are secured in accordance with GDPR requirements. Sending documents via email does not guarantee security and is done so at the client's risk.

If required, the information you share with your nutritional therapist may be shared with your GP to assist in appropriate investigations and/or to make them aware of your health. It is a requirement, by the nutritional therapists' regulators (BANT, CNHC), to make GPs aware of any symptoms considered a 'red flag'. If you do not accept this we will not be able to continue with this Agreement. Your information may be shared with third-party healthcare providers, including supplement companies and testing companies, as we support you with nutritional therapy.

The RNTP will not share your information with third parties without your consent. However, if the RNTP believes there is a risk of significant harm to yourself or another person, the RNTP may pass the information onto an appropriate authority using the legal basis of vital interest.

A signed copy must be retained by both the client and Nutrinity Health

Confidentiality and Intellectual Property

All content, materials and information provided to you (including but not limited to exercise or eating plans) by Nutrinity Heath or the Nutritional Therapist as part of the services, and intellectual property rights within the same (Company Material), are confidential and Nutrinity Health shall retain all right, title and interest in and to the same and shall belong exclusively to the Company. This includes, without limitation, trademarks, database rights, copyright, rights in designs, rights in know-how, confidential information, patents and rights in inventions, and any right or form of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world registered or unregistered.

You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content, materials or information that we use in the consultations.

You acknowledge that rights in the Company Material are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Company Material or documentation other than the right to use the Company Material in accordance with these Conditions.

You may not without prior written consent of Nutrinity Health make any audio or visual recordings of all or any part of the Consultations.

You undertake:

- not to copy or replicate the services in any way
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the services, or any part of it to be combined with, or become incorporated in, any other programs
- not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the services, nor attempt to do any such things
- not to disclose / communicate details of services to third parties without our written consent
- to keep all copies of the services secure and to maintain accurate and up-to-date records
- to only access the online services through the Better Platform.

Limitation on Liability

You expressly assume all risks of taking part in the consultations, including but not limited to the risks of trying new foods, supplements, exercises and making lifestyle changes.

Due to the nature of Nutritional Therapy and lifestyle medicine, we do not guarantee any particular results. The degree of benefit obtainable from the programme may vary between clients with similar health problems and following a similar health programme. As with any endeavour, success is dependent on many factors, most notably your personal motivation, commitment and openness to following the programme.

We shall not be liable for any unforeseeable or business losses. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, i.e. if you discussed it with us during the sales process.

If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control, we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay

Assignment

You agree that the contract for service is non-transferrable and that the services are only available to the client who has signed up to the service and signed this agreement.

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Third party rights

- i) Any person who is not party to the contract shall not have any rights under the contracts (rights of third parties) act 1999 to enforce any of its terms.
- ii) The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any person that is not a party to the contract.

Variation

No variation of the agreement shall be valid unless it is in writing and signed by or on behalf of each of us.

Glossary of terms

Within these terms and conditions, these definitions shall apply:

Better Platform means the digital platform used by the Company to organise and coordinate the Services and to enable the Company to communicate with you

Contract means the contract between us and you for the supply of the services in accordance with these Conditions

Consultation means the ongoing sessions with the Nutritional Therapist provided as part of the Services.

Group Services means online group support offered by the Company through the Better Platform or its social media channels.

RNTP – means Registered Nutritional Therapist Practitioner - the person employed or engaged by the Company to provide the services

Services means the provision of nutritional therapy, nutrigenomics or eating disorder support as agreed between us and you, including but not limited to consultation (or packages).

Suitability check means a 15-minute free session with the Nutritional Therapist to assess your needs and suitability of our services.

The Company means Nutrinity Health

The Client means you, the client engaging with Nutrinity Health to provide a service

Agreement

We understand the above and agree that our professional relationship will be based on the content of this Agreement.

We declare that all the information we share during this professional relationship is confidential and to the best of our knowledge is true and correct.

Client Name: _____

Client Signature: _____

Date: _____

RNTP Name: _____

RNTP Signature: _____

Date: _____