

Terms and conditions

BY VISITING www.Nutriheal.net Dora Walsh, YOU ARE CONSENTING TO OUR TERMS AND CONDITIONS.

Overview

The terms “we,” “us,” and “us” refer to Nutriheal Dora Walsh. The term the “Site” refers to www.Nutriheal.net. The terms “user,” “you,” and “your” refer to site visitors, customers, and any other users of the site or service.

Services include Nutritional Therapy for individuals, as well as Brand Advisory and Corporate Wellness services for corporates, free resources about nutrition and health, posts with information and resources, digital and physical products and services for sale concerning nutrition and health, brand advisory.

Use of www.Nutriheal.net Dora Walsh, including all materials presented herein and all online services provided by Nutriheal Dora Walsh are subject to the following Terms and Conditions. These Terms and Conditions apply to all site visitors, customers, and all other users of the site. By using the Site or Service, you agree to these Terms and Conditions, without modification, and acknowledge reading them.

Terms of engagement

This outlines the framework for our services at Nutriheal Dora Walsh.

Your consultant will go through your programme and send a terms of engagement form to sign. Please talk with them if there is anything you would like clarified and sign the contract at the bottom of the page.

You will discuss and agree what support you want from your consultant in your first session and review the progress and focus of your work together as you go along.

Payment

Payments can be made by cash, bank transfer, a credit card or debit card (if agreed). You shall be sent a request for payment on booking your package to be paid on booking.

Programmes are non-refundable and must be completed within the designated time-scale for the package.

You are required to pay for sessions, which are missed or cancelled, with less than 48 hours' notice. It is important that you attend sessions regularly. However, if you do need to cancel an appointment, please let your nutritional therapist or our admin team know with at least 48 hours' notice. You can do this by emailing dora.walsh@nutriheal.net

It is confidential that you are a client of Nutriheal Dora Walsh, as well as what you discuss in your sessions. There are however, some limits and exceptions to confidentiality.

If your consultant has serious concerns about your safety or the safety of another person normal confidentiality may be lifted. You will be asked to provide your GP's contact details, as someone they may contact.

Record keeping and data protection

Nutriheal Dora Walsh keeps a record of your name, contact details and dates and times of appointments. Your consultant is required to keep brief notes about the focus of your work. These are kept securely. Any reports produced by Nutriheal Dora Walsh to evaluate the service contain anonymised data and will not contain any identifying information of clients. Nutriheal Dora Walsh operates in accordance with the Data Protection Act 1998.

Working with multiple consultants at Nutriheal Dora Walsh

Your consultant may suggest you see other members of Nutriheal Dora Walsh team to support your goals. Information about your symptoms and condition will be discussed between team members in a secure area so that we can provide you with a co-ordinated treatment plan. Your consultant will ask for your informed consent to share information with the team and ask if there is anything that you want to remain confidential. Your therapist will help you assimilate any information gathered from other members of the team.

Working on Skype, Phone & Google Hangouts is your responsibility to have a working internet connection for all Skype and Google Hangout session. You will be charged for scheduled sessions if your consultant is waiting for your call, but you are unable to connect online. We will call you for any phone sessions to a UK landline, but not a mobile.

Our Nutritional Therapists at Nutriheal Dora Walsh all practice in accordance with the British Association of Applied Nutrition & Nutritional Therapy's ethical framework and in line with Nutriheal Dora Walsh policies regarding Equal Opportunities and Safety.

The Nutritional Therapy 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 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 a medical professional and will communicate with other healthcare professionals involved in the client's care to explain any nutritional therapy programme that has been provided.

The Nutritional Therapist 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.

- Nutritional advice will be tailored to support health conditions and/or health concerns identified and agreed between both parties.
- Nutritional therapists are not permitted to diagnose, or claim to treat, medical conditions.
- Nutritional advice is not a substitute for professional medical advice and/or treatment.
- Your Nutritional Therapist 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 CNHC Code of Conduct.
- This document only covers the practice of Nutritional Therapy within your consultations, and your practitioner will make it clear if he or she intends to step outside this boundary.

The client understands and agrees to the following

- I am responsible for contacting my GP about any health concerns.
- I give permission for you to contact my GP regarding any agreed aspects of my case.
- If I am receiving treatment from my GP, or any other medical provider, I should tell him/her about any nutritional strategy provided by my nutritional therapist. This is necessary because of any possible reaction between medication and the nutritional programme.
- It is important that I tell my nutritional therapist about any medical diagnosis, medication, herbal medicine, or food supplements, I am taking as this may affect the nutritional programme.
- If I am unclear about the agreed nutritional therapy programme/food supplement doses/time period, I should contact my nutritional therapist promptly for clarification.
- I must contact my nutritional therapist should I wish to continue any specified supplement programme for longer than the original 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 Nutritional Therapist.

Use of the site and service

To access or use the Site, you must be 18 years of age or older and have the requisite power and authority to enter into these Terms and Conditions. Children under the age of 18 are prohibited from using the Site. Information provided on the Site and in the Service related to nutrition and health and other information are subject to change. Nutriheal Dora Walsh make no representation or warranty that the information provided, regardless of its source (the "Content"), is accurate, complete, reliable, current, or error-free. Nutriheal Dora Walsh disclaims all liability for any inaccuracy, error, or incompleteness in the Content.

Account creation

To use the Service, you may be required to provide information about yourself including your name, email address, username and password, and other personal information. You agree

that any registration information you give to Nutriheal Dora Walsh will always be accurate, correct, and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction.

Lawful purposes

You may use the Site and Service for lawful purposes only. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

Refusal of service

The Services are offered subject to our acceptance of your order or requests. We reserve the right to refuse service to any order, person or entity, without the obligation to assign reason for doing so. No order is deemed accepted by us until payment has been processed. We may at any time change or discontinue any aspect or feature of the Site or Service, subject to us fulfilling our previous responsibilities to you based on acceptance of your payment.

Order confirmation

We will email you to confirm the placement and start date of your package/service and with details concerning service delivery. In the event that there is an error in this email confirmation, it is your responsibility to inform us as soon as possible.

Cancellations, refunds, and chargebacks

No refunds are available once the client has purchased the package/service. In the event that Client terminates services prior to the completion of the Services, Client shall be responsible for the entire fee set forth herein. To the extent that Client provides Company with Credit-Card information for payment on Client's account, Company shall be authorized to charge Client's Credit-Card for any unpaid invoices. If client uses a multiple-payment plan to make payments to Company, Company shall be authorized to make all charges at the time they are due and not require separate authorization in order to do so. Client shall not make any chargebacks to Company's account or cancel the credit card that is provided as security without Company's prior written consent. Client is responsible for any fees associated with recouping payment on chargebacks and any collection fees associated therewith.

LATE FEES: Nutriheal Dora Walsh shall charge a two-percent (2%) late penalty to all balances that are not paid in a timely manner by Client.

Product description

We endeavor to describe and display the Service as accurately as possible. While we try to be as clear as possible in explaining the Service, please do not accept that the Site is entirely

accurate, current, or error-free. From time to time we may correct errors in pricing and descriptions. We reserve the right to refuse or cancel any order with an incorrect price listing.

Material you submit to the site

You shall not upload, post or otherwise make available on the Site any artwork, photos, or other materials (collectively "Materials") protected by copyright, trademark, or other proprietary right without the express written permission of the owner of the copyright, trademark, or other proprietary right, and the burden of determining that any Materials are not so protected rests entirely with you. You shall be liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a submission. For all Materials submitted by you to the Site, you automatically represent or warrant that you have the authority to use and distribute the Materials, and that the use or display of the Materials will not violate any laws, rules, regulations, or rights of third parties.

Intellectual property rights to your materials

We claim no intellectual property rights over the material you supply to Nutriheal Dora Walsh. You retain copyright and any other rights you may rightfully hold in any content that you submit through the Site or Service. Content you submit to Nutriheal Dora Walsh remains yours to the extent that you have any legal claims therein. You agree to hold Nutriheal Dora Walsh harmless from and against all claims, liabilities, and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against you. By posting material on the Site, you grant us a worldwide, nonexclusive, irrevocable license to use the material for promotional, business development, and marketing purposes.

Our intellectual property

The Site and Service contain intellectual property owned by Nutriheal Dora Walsh including trademarks, copyrights, proprietary information, and other intellectual property. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Site or Service Content or intellectual property, in whole or in part, without our prior written consent. We reserve the right to immediately remove you from the Service, without refund, if you are caught violating this intellectual property policy.

Changed terms

We may at any time amend these Terms and Conditions. Such amendments are effective immediately upon notice to you by us posting the new Terms and Conditions on this Site. Any use of the Site or Service by you after being notified means you accept these amendments. We reserve the right to update any portion of our Site and Service, including these Terms and Conditions, at any time. We will post the most recent versions to the Site and list the effective dates on the pages of our Terms and Conditions.

Limitation of liability

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR SERVICE. ADDITIONALLY, Nutriheal Dora Walsh IS

NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE; GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF NUTRIHEAL DORA WALSH HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL NUTRIHEAL WALSH CUMULATIVE LIABILITY TO YOU EXCEED THE TOTAL PURCHASE PRICE OF THE SERVICE YOU HAVE PURCHASED FROM NUTRIHEAL DORA WALSH AND IF NO PURCHASE HAS BEEN MADE BY YOU. LIABILITY TO YOU SHALL NOT EXCEED £100.

Third party resources

The Site and the Service contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content, or policies of third-party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with Nutriheal Dora Walsh. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Indemnification

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third party claims and causes of action, including, without limitation, attorney's fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Site or Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third-party claim or waive any defence without our prior written consent.

Effect of headings

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

Entire agreement, waiver

This Agreement constitutes the entire agreement between you and Nutriheal Dora Walsh pertaining to the Site and Services and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of this Agreement by Nutriheal Dora Walsh shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by Nutriheal Dora Walsh.

Recovery or litigation expenses

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

Severability

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Assignment

These Terms and Conditions bind and inure to the benefit of the parties' successors and assigns. These Terms and Conditions are not assignable, delegable, sublicensable, or otherwise transferable by you. Any transfer, assignment, delegation, or sublicense by you is invalid.