



# *Client Service Agreement*

## *Introduction*

Hi there! My name is Lina from NOURISH Mind + Body Nutrition (ABN: 93 513 329 437) and I am a Holistic Nutritionist and Eating Psychology Coach. I help people to develop a loving, positive and accepting relationship with food and their bodies. I do this through utilising a Health at Every Size (R), non-diet, gentle nutrition approach. I offer one-on-one consultations, and I also prescribe supplements and Australian Bush Flower Essences if appropriate. This helps my clients to achieve a truly holistic approach to their health, wellbeing and relationship with self and food.

My services are designed for those people who are ready to ditch the diets and make lifelong changes to the way they see food and their bodies. They may have spent many years trying different diets, or engaging in disordered eating, only to find that their weight fluctuates and their health (physical and mental) suffers. They often have a negative relationship with their body, and have lost the ability to be mindful and intuitive when it comes to health, food, eating and wellbeing.

In providing these services, I aim to gently guide clients to recognising their inner wisdom. I adopt the coaching model of service provision, where I work with clients - as opposed to directing clients. My goal is to help my clients come away from our sessions feeling empowered and in tune with their intuition. I hope to assist my clients to recognise their innate beauty, wisdom, and knowledge when it comes to their health, body image, and relationship with food/eating. I am passionate about raising awareness about the dangers of diet culture and wellness culture, particularly in relation to negative effects on body image and potential for eating disorders. I operate under the philosophy that all foods fit (unless you are medically unable to eat certain foods), and that health is NOT determined by size. I believe that ALL bodies are worthy of judgement-free health care, nutrition care and support.

If you have any questions or need further information, please contact:

Lina Galatola

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0421 031 06

You can find out more about my services here:

[www.nourishmindbodynutrition.com.au](http://www.nourishmindbodynutrition.com.au)

This document sets out the Terms and Conditions you need to be aware of when purchasing my services. Please take a moment to read it carefully as it sets out your important rights and obligations and I care about making sure we both know where we stand. When you use my services you agree that you are over the age of 18 and willing to be bound by these Terms and Conditions. If you don't accept this agreement, you should notify me immediately so we can discuss your concerns.

My services are offered in compliance with Australian Consumer Law.

## *Disclaimer*

This disclaimer relates to private nutrition and eating psychology coaching consultations.

Private consultations are conducted in-person in my home clinic. They range from 1.5 hours long (for initial consultations) and 45 minutes long (for follow-up consultations). I also offer Australian Bush Flower Essence Consultations (where the focus is simply to create an appropriate bush flower essence custom blend). During these consultations, we will discuss your health concerns, health history, medications/supplements, and your goals for seeking treatment. I may or may not prescribe supplements or flower essences. I may guide you in "homework" activities (often forms of journalling) as part of your healing journey.

## *MY RESPONSIBILITY*

I am a qualified Nutritional Medicine practitioner with an Advanced Diploma in Nutritional Medicine. I am a certified Eating Psychology Coach through the Institute for the Psychology of Eating, and also hold a Bachelor of Behavioural Science and a Bachelor of Arts. I am a member of the Complementary Medicine Association, and am also a certified Australian Bush Flower Essences practitioner.

Any recommendations made are based upon best practice and evidence-based approaches. It is my responsibility to ensure that the information and prescriptions offered are within my scope of practice, appropriate for the clients' personal needs, and delivered with the primary premise of doing no harm. All advice is provided as a guide, and discussed in negotiation with the client. In order to ensure that my guidance is up-to-date and in line with best practice, I am committed to undergoing continuing professional development. This is also a requirement of my CMA membership.

### *PROBLEMS*

These services, and any products prescribed, may result in unintended consequences. As an eating psychology coach, as well as a nutritionist, my work with clients often extends well beyond nutrition alone. Clients should be prepared to be asked intimate questions, often of an emotional nature, in order for true progress to be made. Of course clients are under no obligation to engage in such conversation during our sessions, however, they must be aware that in the majority of cases true healing (either physical or psychological) can only occur when underlying factors are addressed.

Nutritional coaching sessions are often misunderstood as involving the provision of weight loss plans and meal/food plans. As a non-diet, intuitive eating, Health at Every Size practitioner, it is essential that clients understand that I will not provide meal plans, nor will I provide weight loss protocols.

As an Eating Psychology Coach I am NOT a psychologist or psychotherapist. As such, I do not diagnose or treat any conditions (e.g. eating disorders or mental illnesses). Similarly, I do not work to resolve underlying issues - but rather, focus on the present, and practical ways which one's relationship with food, health and their body can be restored. As a coach I work in conjunction with other members of a treatment team to assist in the accomplishment of treatment goals. As a holistic nutritionist, I am not to be confused with a registered nutritionist or a registered dietitian. Our frameworks and approaches differ, and my focus is on using food and nutrients for their healing properties (for a range of medical conditions) and for the maintenance of wellbeing.

If you are currently in the process of recovering from an eating disorder, you should consult with the other members of your treatment team prior to engaging my services. During the

course of our work, unexpected (or expected) issues may arise, particularly those of an emotional, sometimes traumatic nature. If this is the case, you should seek advice from a mental health professional to further process and manage these issues which arose. If, during the course of nutritional treatment, an underlying (or potentially serious) medical condition is suspected or becomes apparent, appropriate treatment from a medical professional will then need to be sort.

### *Results*

Each individual client will have differing definitions of success or progress, and similarly, I will also gauge a clients' success in my own manner. Consequently, no guarantees are made for my services, as often progress of an emotional, psychological and physical nature is not clearly defined or determined. The use of any supplements and foods is to be considered an "experiment" as no one can be sure how these products will affect an individual. An essential part of the healing process is to understand that what we hold as our goals may not in fact be what is in our best interest. The healing process is a journey, and it is often the journey which is the success, as opposed to reaching a predetermined goal.

### *Your Responsibilities*

It is the clients' responsibility to ensure that the services provided are suitable for them. I will guide clients (or potential clients) as to the suitability of my services, but the ultimate responsibility lies with the client to determine whether they feel my services will be of benefit to them.

Those who have been diagnosed with an eating disorder must also be under the care of a therapist and/or medical team at the time of engagement with me, and this is their responsibility to have in place. Children with extreme picky eating will be required to have a paediatric dietitian on their treatment team if their development and milestones are being compromised due to malnutrition.

### *Limitation of Liability*

You agree to indemnify me (hold me blameless) for any injury or illness that you might suffer or any damage or loss that might occur while we are working together. If you have any doubts

at all about any issue that might arise, you agree that you will conduct your own research and make your own fully informed decision about what is best for you.

In no event shall I be liable to you for costs, loss or damage of any kind arising out of or related to this Agreement or the services provided in relation to it. If this clause is unenforceable for any reason, my total cumulative liability for all causes of action of any kind shall not exceed the total amount you have paid me for my services.

## *Intellectual Property*

I often provide clients with handouts, information, activities and documents. These materials and resources are protected by copyright, and they are for personal use only. They are not to be copied or shared in any way without my written consent.

## *Confidentiality*

In order to best support my clients, I am required to collect private, confidential, personal and potentially sensitive information. This information often relates to health, well-being, bodily functions, family history, the nature of key relationships, mental health, psychological history, key life stressors (e.g. financial burden), and religious/spiritual beliefs.

The collection of this information is essential to providing a holistic, client-centred, personalised service. Without this information it is difficult to provide the guidance and resources needed by each unique client. This information allows me to understand where my client most needs coaching, support and assistance.

This information is collected via an online questionnaire and booking form (should someone wish to use this service on my website). Alternatively (and most commonly), this information is collected in person, during our consultations. It is then recorded on paper in the consultation form, and stored in a secured, lockable cabinet. Some of this information may also be transferred to a digital client file (of which information is sent to the client for their records and reference). The computer on which client files and information are stored is password protected.

I deeply respect my clients' privacy at all times. Client files and information are stored securely and always kept completely confidential. Your private and personal information will never be

used for any purposes other than those intended (i.e. your healing journey), and it will not be shared or used for marketing.

If a client chooses not to provide personal information as required, I will endeavor to support them and guide them to the best of my ability with the information available. The success of any therapeutic relationship is based upon the creation of an empathetic, understanding, honest and gentle relationship. If a client does not yet feel comfortable or safe disclosing personal information, I will provide the support I can until which time the client feels comfortable to do so.

## *Payment Terms*

All consultations and flower essences are to be paid for at the time of the consultation. I accept credit card and debit card payments. If absolutely necessary, direct deposit (after the release of an invoice) may be accepted. All prescribed supplements will be paid for directly to the supplier, Vital.ly.

I do not currently offer payment plans for my services as payment is required at the time of the consultation.

Currency is in Australian dollars (AUD).

Prices are exclusive of GST.

All credit card payments are made via HealthKit. I do not keep any record of client credit card details.

## *Delivery of Services*

All services are delivered in person at my Gumdale clinic. At present I do not offer phone or skype consultations on a regular basis. However, if absolutely necessary, and if deemed appropriate for a particular situation and client, phone consultations could be arranged. Prior to attending the initial consultation, clients are advised to complete the online health questionnaire found on the website if possible. This will save time during the initial consultation for more detailed information to be gathered.

## *Refund Policy*

I do not offer a refund to clients who change their mind for consultations, Bush Flower Essence remedies and/or supplements.

## *Consumer Guarantees*

In the event of illness (either myself or the client), an appointment will be rescheduled to a mutually agreeable time. In the event that the clinic is unavailable (due to unforeseeable circumstances such as weather damage), then a secure, private location will be organised for the consultation(s) to take place. In the event that a bush flower essence or supplement is out of stock, I will endeavor to have the product available for the client as soon as is possible. Given that all supplements are stocked and dispensed via Vital.ly, I am made aware of out-of-stock items in advance, and so will prescribe accordingly where possible. If a delivery from Vital.ly is lost or damaged, Vital.ly has its own policies and procedures for dealing with these events, and I am not a party to this.

In the event that the client is dissatisfied with my services, it is their responsibility to voice their concerns. Together, we will work towards a mutually agreeable treatment plan/approach. However, it is important for clients to note that as a coach, it is my approach to gently guide clients towards their highest goals (which may differ from their immediate goals), and I do so in a collaborative manner. I am not the expert in my clients' life, and therefore will not instruct them on what they should/should not do to achieve their goals. Rather, I will guide them towards what feels right and true for them. I do not, at any point, guarantee that my services will achieve particular results because no one can know with certainty what effects particular lifestyle and dietary changes will have, or what results certain supplement or remedies will provide. Clients enter into an agreement to work with me based on the understanding that together, we are testing and experimenting with what works best for my client. If a client is not satisfied with my services, they are free to discuss this openly with me at any time. If we cannot reach a mutual agreement and understanding, they are free to consult with another practitioner.

If a client commences work with me but during our time together I believe that their requirements for treatment are outside my scope of practice, I will openly and honestly discuss this with the client and make an appropriate referral to a more suitable professional. If

requested and feasible, I will happily remain on the clients' treatment team providing that other necessary professionals are also enlisted.

If a client has an adverse reaction to a remedy or supplement, they must report it to me immediately.

I do not offer refunds for consultations. My time has already been allocated and used, therefore not eligible to be refunded.

If a refund is requested on products such as remedies or supplements, no refund will be provided. Under the National Health Act and TGA Guidelines for safe dispensing, it is an offence to provide another client with returned goods from a different client. Therefore, returns of supplements are not permitted. Prescription of any supplements is always conducted in consultation with the client, and the potential for adverse effects/poor palatability etc... is explained. A prescription will only be made with the client's consent.

## *Jurisdiction & Dispute Resolution*

Nourish Mind + Body Nutrition is located in Queensland. This agreement is subject to the governing law of Queensland.

If you have any issue or complaint arising out of your use of my services, or this Client Agreement, we agree to make a genuine effort to resolve the dispute through negotiation and discussion.

If we are unable to resolve a dispute by negotiation and discussion within 14 days, the parties must proceed to mediation with the assistance of an accredited mediator who is independent of the parties. The mediator is to be appointed by agreement of the parties or, failing agreement within twenty-one (21) days of the first notification of the dispute, by a person appointed by the Chair of Resolution Institute, (ACN 008 651 232, Level 2, 13-15 Bridge Street, Sydney NSW 2000; telephone: 02 9251 3366, email: infoaus@resolution.institute) or the Chair's designated representative. The Resolution Institute Mediation Rules shall apply to the mediation. We agree to share the costs of mediation equally between us.

Litigation is to be considered a last resort in the event of a dispute, and may not be commenced until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.

I have read the Client Service Agreement