



Website Terms & Conditions

Introduction

Hi there! This website, www.nourishmindbodynutrition.com.au, is owned and operated by Lina Galatola ABN 93 513 329 437. If you have any questions or need further information, please contact:

Lina Galatola

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This document sets out the Terms and Conditions you need to be aware of when using this website. Please take a moment to read them, as they set out your important rights and obligations and I care about making sure we both know where we stand. When you visit this website and 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 not continue to visit this.

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

General Disclaimer

On this website you will find blog posts, articles, guides, hint & tips, and information on health and wellbeing. This information is provided solely for education and personal development purposes.

My Rights & Responsibilities

I take lots of care to provide valuable information but I cannot be responsible for the use that you make of that information.

Please be aware that the generalised information I provide is not a substitute for specialist health, wellbeing or psychological advice tailored to your individual circumstances.

There is no professional relationship formed between us unless you explicitly choose to work with me by purchasing my services or products.

Any testimonials and promised results I may display on this website are based on my experience and those of my previous clients. They are not guarantees that anyone else will achieve the same results.

I may modify this information provided on this website at any time, including altering or deleting it without notice.

Visitor Responsibilities

The information contained in this website is for general purposes only and is not to be taken as a substitute for personalised advice. It is for this reason that it is your responsibility to ascertain the level of suitability of this information for your personal needs. It is strongly recommended that you consult your health care provider (e.g. doctor, therapist) before you embark on any new journey or activities. I also encourage you to contact me directly on lina@nourishmindbodynutrition.com.au to discuss the suitability of any of my information or services with you, prior to considering and integrating any of my suggestions and services, if you are at all uncertain about its suitability for you.

Downloads

When downloading from this website, I am not responsible for any viruses or damage which might occur as a result of downloading this material.

External Links

I take no responsibility for the content of any external sites that may be linked to this site in the "resources" page.

Specific Disclaimer

This disclaimer relates to the one-on-one private sessions I provide. I offer gentle, holistic nutritional medicine services, in addition to Eating Psychology Coaching. Nutritional consultations and Eating Psychology Coaching sessions are often one and the same, as both techniques and approaches are utilised with each of my clients.

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.

These services are intended to provide my clients with insight and awareness around their health, and their relationship with food and body. My role as a coach is simply to guide my clients in the direction which will help them to achieve optimal health and happiness. I do not intend to provide meal plans or lists of foods to eat or avoid. I will encourage and guide you to become attuned to your own body wisdom.

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.

Your Responsibility

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.

Potential Issues

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.

Suitability

My services are intended for adults and/or children who are looking to improve their health (both physical and psychological/emotional) through holistic, natural methods. I also tailor my work towards those who have a challenging relationship with food and their body image. My primary focus is on those who engage in disordered eating behaviours (which may be as simple as continual dieting), so this does not only pertain to those with a psychologically diagnosed eating disorder. I also provide services for children/toddlers/families with picky or fussy eaters. Essentially, my services are designed for anyone who wishes to embrace a non-diet, holistic, weight-neutral approach to their health, with the understanding that health is not just physical health, but also emotional, psychological, social and spiritual harmony. These services are ideal for those people who have struggled with food, eating and their body image for many years and have found significant stress and anxiety when subscribing to dieting and restriction. My services are also suitable for those with a diagnosed eating disorder who are in the recovery process, where I comprise only one part (the nutritional part) of the treating team.

While there are no specific groups for whom my services are not suitable, there may be instances where I feel it is in the clients' best interests to refer them on to a

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specialised service. Those who are in the very early stages of an eating disorder and who require significant re-feeding are outside of my scope of practice. Similarly, those children and toddlers who are significantly malnourished due to extreme picky eating or feeding challenges will be referred to a paediatric dietitian for re-feeding. While holistic nutritional medicine can be used to support a wide variety of health concerns, it must also be acknowledged that these services and practices may require adjunct medical treatment, and if I believe that a clients' condition is beyond the means of nutritional medicine, they will be referred to an appropriate health practitioner.

Intellectual Property

The content found on this website is protected by copyright. No portion of this website may be copied or replicated in any form without the written consent of myself, the website owner.

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.

Please note that payment plans are not available for my services as all consultations are invoiced at the time of the consultation. If you have any concerns during the course of the consultation, you are requested to raise them prior to the completion of the consultation so that I can work towards rectifying the issue. If no concerns have been raised by the end of the consultation it will be assumed that you are happy to make full payment for the service.

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

Shipping and Delivery

Shipping

If a product (such as a custom blend flower essence) requires shipping, they will be packaged to ensure there is no breakage and spillage as much as possible. Costs for shipping will be calculated at the time of postage and the client will be charged accordingly. In the unlikely event that goods being shipped are damaged in any way, I will arrange for an investigation through Australia Post and offer a re-send of the item for the first time this occurs only.

Delivery

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. If the client has recent pathology results, it is advisable to send them through to me via email prior to the appointment, so that the results can be assessed beforehand (again, to save time). If the client is currently taking medication or supplements, this information is also valuable for me to have on hand prior to our first consultation. In the event that the client is unable to attend their scheduled appointment, it is appreciated if as much notice as possible is provided. I understand and respect that there may be times and circumstances (such as illness) which will not allow for this. However, I send a reminder text message on the day prior to scheduled appointments, so for expected cancellations or appointment changes, this provides an opportunity to reschedule your appointment time. In the event that I will be unable to attend our scheduled appointment, I will provide the client with as much notice as possible and reschedule the appointment to a time most suitable for them. In the event that a client does not attend their appointment without notice, their appointment will be rescheduled only upon their request.

Returns Policy

Consultations

Consultations are personalised, tailored services which cannot be changed or altered after the session. If you have any concerns during the course of the consultation, you are requested to raise them prior to the completion of the consultation so that I can work towards rectifying the issue. If no concerns have been raised by the end of the consultation it will be assumed that you are happy to make full payment for the service.

Bush Flower Essence Remedies and Supplements:

I am unable to accept returns, refunds or exchanges available on these products as they are not legally able to be re-sold to another party. Please be advised that I prescribe only the highest quality practitioner-only supplements for my clients. This ensures that these products are rigorously tested, contain few excipients, are free from artificial colours or preservatives, and are in the most bioavailable form possible. However, in the rare event of a reaction to any prescribed supplement or product, please contact me immediately to determine the best course of action. While a refund will not be possible, it is still extremely important that I (and the manufacturer) be made aware of any adverse reactions.

Order Fulfilment Policy

Out of stock products will be ordered and the client will be notified as soon as the product arrives in the clinic. If Vital.ly are out of a particular product on your prescription, I will either advise you of this and instruct you to wait for it to be re-stocked, or I will find a suitable alternative product to prescribe so that your treatment can begin immediately.

Change of Mind

Please choose carefully because I do not offer a refund or exchange for change of mind. This relates to services provided, Australian Bush Flower Essences purchased (or custom-made), supplements prescribed and/or special customer orders for any other products (e.g. protein powders, aromatherapy oils).

Consumer Guarantees

MINOR PROBLEM

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.

MAJOR PROBLEM

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.

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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.

As stated, if a client has an adverse reaction to a remedy or supplement, this must be reported to me immediately.

As described above, 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.

If a supplement is of sub-optimal quality (e.g. expired) and has been supplied by Vital.ly, this will be taken up with them as the distributor and supplier.

Visitor Information

All comments made on blog posts from this website are moderated and must be accepted by myself prior to posting. Any rude, obnoxious, inflammatory and disrespectful comments will not be permitted. Similarly, any marketing-related comments will not be posted. Respectful and constructive discussion is certainly encouraged, but comments made with the intent to aggravate are not welcome.

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.

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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.