

Kind Nutrition Co.

Terms & Conditions

This page sets out the terms and conditions you need to be aware of when using this website, and when engaging Kind Nutrition Co.'s services. By using this site, social medial channels and other materials made available to you, you agree to be bound by these terms and conditions. If you choose not to accept these terms, you should not use this website, nor should you use our services. We reserve the right to change or modify these terms at any time consistent with applicable laws and principles, without notice.

If you have any questions or require further information about these terms & conditions, please email katie@kindnutritionco.com

Disclaimer

Any information in this website is of a general nature and for educational purposes only and is not intended to constitute or replace a professional medical diagnosis and/or advice. As nutritional needs are highly individual, an appropriately qualified health professional should always be consulted with regards to individual concerns.

By engaging with this site, you will be deemed to have released and discharged Kind Nutrition Co. and practitioners from all liability, including negligence, for all claims, losses, expenses, damages, and costs you may incur as a result of relying on the information on this site, including liability in respect of any defamatory material on any database or in respect of any dealings with any work, including software, in which you hold any copyright or other intellectual property right. By engaging with this site, you will be assuming all risks associated with the use of this site, including risks to your computer, software or data by any virus which might be transmitted, downloaded or activated via this or an external website and/or its contents.

Clinic consultations may include physical touch, for example for the purposes of taking blood pressure and/or body measurements. Where dietary or lifestyle changes are recommended, there is potential for adverse effects to occur. If you do not feel comfortable at any stage of your treatment, please advise your practitioner. Risks may include, but are not limited to, discomfort, interaction with medication, allergy, and/or exacerbation of an existing condition or underlying issue. Please note that failure to disclose health information may result in an adverse event.

By engaging Kind Nutrition Co.'s services for the purpose of supporting health, you acknowledge you are assuming all risks and liability including negligence for all claims, losses, expenses, damages and costs you may incur as a result of using these services.

Intellectual Property

All written content on this site and associated social media, along with the business name, logo, images, all designs, text and videos remain the intellectual property of Kind Nutrition Co. and must not be used without our expressed written consent. Other sources, where applicable, are acknowledged. Please note all material is for personal use only.

Dietary, lifestyle, and/or nutritional recommendations, reports and resources may be provided as part of a treatment plan and/or program. These remain the intellectual property of Kind Nutrition Co. and are not to be shared or provided to others without prior approval.

Testimonials

On this site and associated social media channels, we may present real-life examples and insights of other people's experiences for illustration purposes only. Any results personally achieved are due to the individuals themselves. These testimonials show clients what can be possible but are not intended to represent or guarantee that any current or future clients of our programs, courses, products and/or services will achieve the same or similar results.

Appointments & Cancellation Policy

All appointments are conducted on a pre-payment basis, unless you have a prior arrangement with your practitioner. Payment must be received within 24 hours of the booking being made for the booking to be held. Where payment is not received within 24 hours, the booking will be cancelled so the booking can be made available to others.

Any cancellations/rescheduling of appointments requires 24 hours' notice, except in the case of genuine emergency, at your practitioner's discretion. No-shows and appointments cancelled/rescheduled with less than 24 hours' notice forfeit the full cost of the appointment.

Government directives, such as lockdowns, may require your practitioner to cease face-to-face appointments for a period of time. Under these circumstances, bookings will be offered the option of an online or telephone appointment or an appointment reschedule, subject to availability, as an alternative.

Additional Terms in relation to Metabolic Balance® Program:

Acceptance into the Metabolic Balance® Program is subject to approval by your practitioner. The program may not be suitable for everyone's health and lifestyle and, as such, your practitioner reserves the right to refuse access to the program to any person. There exists some health conditions which may preclude you from entering the program. If blood test results prevent you from accessing the program, the balance of your program fee will be refunded, minus the cost of the blood tests and the cost of the follow-up appointment required to give you your results.

The Program is only offered as a 6-consult package which includes blood pathology, nutrition plan, 1:1 sessions, and starter pack. It is not itemised, nor can it be broken down into individual components. *As such, the Program fee is non-refundable, except in the case of pathology test results excluding participation as mentioned above.* By entering into a Metabolic Balance® Program, you agree to pay the program fee in full, at least 48 hours prior to receiving the nutrition plan.

Your Program commences from the date of presentation of the nutrition plan. All consults must be used within 12 months from the date the nutrition plan was generated. Any missed or unused appointments are non-refundable nor can they be credited to be used at a later date. While rescheduling of appointments is allowed, please be aware that these are subject to availability, and all appointments must be attended within the maximum time frame of your program. Program package prices & inclusions are subject to change without notice.

PRIVACY POLICY

The privacy and security of your personal information is of the utmost importance. All efforts are made to ensure the continual protection of your data. Physical, technical and administrative safeguards are in place to maintain ongoing confidentiality.

After your consultation, with your permission your details may be used to set up accounts with supplement suppliers. These are for the purpose of providing access to convenient ordering systems for supplements prescribed. Kind Nutrition Co does not in any way control, endorse or approve of, nor are we responsible for the content or privacy and security practices and policies of these third-party sites or services. Any information given to a third-party site or service is provided directly to the operators of such services and is

subject to these operator's policies. It is advised that you read and agree to the privacy policy statements of each of these third-party sites before making a booking with Kind Nutrition Co.

If you have booked an appointment, attended an event, or accessed a free content document, such as an e-book, you may receive communications on a regular basis from Kind Nutrition Co., in the form of SMS appointment reminders, emails, or newsletters. You have the right to withdraw permission for contact at any stage, by advising Kind Nutrition Co. in writing. As third-party services are used for some of these communications, please be advised that Kind Nutrition Co. does not have full control over transmission or storage of any personal information that you disclose. Participation in any form of electronic communication implies that you understand and accept that there is an inherent risk of disclosure or loss of personal information, for which Kind Nutrition Co. cannot be held responsible.

You may request copies of any records, including consultation notes and tests results. You may be charged an administration fee, on a per request basis, for preparation and supply of records and/or test results.

Unless in the case of illegal activity, serious threat to health and safety, or ordered to by a court of law, Kind Nutrition Co. will never share identifiable information regarding your case.