

Naturopathic Services Agreement

1. Introduction

It is very important that you read this document carefully before you accept it.

By accepting this Naturopathic Services Agreement, you are entering into a legally binding contract, so please consider carefully whether this Agreement is right for you and contact me before you proceed if you have any concerns.

If anything in this Naturopathic Services Agreement is unclear, please seek independent advice to ensure you fully understand your rights and obligations. I encourage you to negotiate any clause of this Agreement which feels unfair to you.

It is my aim to guide, support and empower you to look after your own health, minimising symptoms of any illness, supporting the body's capacity to heal, and balancing the body so that illness is less likely to occur in the future. As a naturopathic practitioner, I support the health of my clients through providing qualified naturopathic advice within my scope of practice, including nutrition, herbal medicine, supplements and general lifestyle advice.

However, I recognise that from time to time there may be reason for some dissatisfaction. I welcome constructive feedback as an opportunity to review and improve my practices. Please feel free to contact me at josie@naturology.care to discuss any issues that arise.

You are my ideal client if you are committed to following my prescribed treatment plan, and understand that naturopathy is not a quick fix, but rather a philosophy of treatment which can take time and change to achieve your health goals. Just like it takes time for a seed to grow into a plant in nature, it can also take time to improve health on a meaningful level. It is how nature works. I prefer to work with clients who are committed to making the changes necessary to achieve their goals. Ideally, you are able to commit to naturopathic treatment for a period of time - at least 6 weeks. You should also be comfortable with technology such as videoconferencing platforms (such as Skype, Zoom or even FaceTime) and email, as consultations are conducted online.

My work may not be suitable for you if you are not ready or committed to make changes (such as following nutritional advice or taking recommended supplements). This is because I have found that clients who are after a "silver bullet" quick-fix solution and not committed to making changes do not achieve the results they are after, which is a waste of time for both you and me. As busy practitioner, business owner (and Mum!), my time is limited and I prefer to hold space for those who are likely to achieve real results.

This Naturopathic Services Agreement is a contract between:

Josie Carin Gruber trading as Naturology

ABN: 96162679220

Address: 54/23 George Street, North Strathfield NSW 2137

Email for Correspondence: josie@naturology.care

and

You, the "Client" as per the details you fill out in your Intake Form.

(a) About Me

I am a qualified clinical naturopath with a special interest in migraine, stress, anxiety and women's health, providing online consultations for Australian residents.

(b) How to contact me

- (i) I welcome enquiries by email (josie@naturology.care).
- (ii) Emails are responded to during business hours, Monday to Friday, 9am-5pm
- (iii) Your email will be replied to within 72 hours.

2. Definitions

The following words have these meanings in this Agreement:

Consultation: a paid, pre-booked formal appointment (not a Discovery Call).

Discovery Call: a free, 10 minute phone call for potential new clients. Health advice is NOT given in this call, and is not a substitute for a consultation.

Practitioner: that is me, Josie Carin Gruber, Naturopath

3. Payment

(a) Payment Terms

- (i) Appointment costs are as follows:
 - Appointment 1: Initial Consultation & Investigations \$195
 - Appointment 2: Report of Findings \$89
 - Appointments 3, 4 and 5: Follow Up and Monitoring \$59For best results, the 5 appointments are spread over 6-8 week period.
Fees do not include supplements or pathology testing. Recommendations consider client's personal and financial circumstances.
Appointment Package of Appointment 1, 2, 3, 4 and 5 = \$395. (15% Discount)
Meal Plan Add-On \$95
Pricing may change at any time, without notice.
For a full list of up to date prices, please refer to: <http://www.naturolgy.care/prices.html>
- (ii) Payment for Appointment 1 (Initial Consultation) can be made online via credit card. Follow-up appointments can be paid via Credit Card, Paypal, or Direct Deposit. Credit card or payment gateway fees are not charged to the client.
- (iii) All prices are in Australian dollars.
- (iv) Pricing is inclusive of all taxes. GST currently does not apply to naturopathic treatments.

Initial Appointments and Packages require up front payment at the the time of booking. Follow up appointment payments are due on, or before, the day of treatment.

- (v) Payment plans are available for appointment packages. These can be arranged online via the online booking function.

(b) Late Payments

- (i) Should you fail to make a payment on time, then, at my discretion, I may postpone or terminate any future sessions. You will not be permitted to book your next session or order products until your account is settled in full.
- (ii) You agree to pay all costs, including debt collection agency fees and solicitor's costs, that I may incur in taking steps to recover any money that you owe me whether or not legal proceedings are issued for recovery of that money.
- (iii) Late payments may attract an administration fee of 10%.

(c) Cancellation and Refund Policy

- (i) I understand that things come up from time to time and that you may need to reschedule, and it would be great if you could provide at least 24 hours notice, to allow me to offer your spot to others who may be needing the appointment. A cancellation/rebooking fee up to 100% of the appointment fee may apply for less than 24 hours notice, and no-shows will be charged the full cost of the missed appointment. This cancellation and refund policy is also in place to support your commitment, accountability and respect to you, your healing and your vision of the life you want to live. Within 24 hours of your appointment your subconscious brings to the surface all the reasons why it shouldn't, couldn't and doesn't want to change to stop you from attending your appointment. That's a GOOD reason to come in. It is keeping you locked in survival mode (because it knows the old patterns of survival have worked- you are alive). Choosing to step out of survival and into THRIVING - especially when the choice is tough - takes commitment, accountability and respect for yourself and your vision. That's how you make it happen. One positive choice at a time.
If you have paid online and provide at least 24 hours cancellation notice, then I am absolutely happy to refund your fee to you promptly.
- (ii) It is important to me to know that you are happy with your treatment. If you have any cause for complaint, please let me know as soon as possible, so we can work together to find a satisfactory solution.
- (iii) If you decide, for whatever reason, to withdraw from treatment at any time during a package, any refunds will be determined at the discretion of the practitioner. Refunds will not be offered for any appointments or consultations already held, or for any product already dispensed.
- (iv) Any refunds granted for appointments not held will attract an administration fee of \$25.

(d) Termination

- (i) As the practitioner, I fully reserve the right to cancel naturopathic treatment with any client for any reason.
- (ii) If I cancel naturopathic treatment, a full refund for any unused sessions will be offered.

4. Treatment Sessions

(a) Important information about your Treatment

- (i) Naturopathy today is science and evidence based and highly professional. Naturopathy sets out to restore health by addressing the underlying cause or causes of ill health. Rather than focusing one area of concern with a person, Naturopathy looks at the body as a whole. This includes the physical body and the emotions. The naturopath helps to guide balance back to the body and the mind by using non-invasive and safe treatments.
- (ii) My focus, as a naturopath, is to bring the body back into balance through nutritional and supplement advice, herbal medicine and lifestyle advice. Pathology testing may also be recommended.
- (iii) As a naturopath, I have a special interest in women's health, anxiety and stress, fatigue and migraine.
- (iv) It is important to understand that naturopaths can not provide a diagnosis. There are also certain conditions which a naturopath is not able to treat as a primary health-carer (such as oncology). In these cases, I am happy to support clients with their condition, however I recommend that clients first seek appropriate health care services.

(b) About our Sessions

- (i) What to expect in your sessions:

1. Initial Online Consultation

You can expect a first consultation to take 45-60 minutes. During your initial consultation, I will take a very thorough wellness history, asking about your diet, lifestyle, stress, medical history and environmental exposures. This appointment is all about gathering as much information as possible, and you will be asked to complete a questionnaire before this first appointment.

2. Report of Findings Consultation (approx 1-3 weeks after)

In this appointment I will provide you with a written treatment plan, along with a prescription for any practitioner-only supplements or a custom-blended herbal medicine if required. If testing was arranged, then I will provide and discuss your results in this appointment. Your treatment plan will be written especially for you and your individual needs, taking into account your individual health requirements, commitments and budget. It is important we schedule this appointment so I can thoroughly explain your treatment plan.

3. Additional follow up appointments are also super important, and may be necessary every 2-4 weeks to monitor your progress, discuss the results of any assessments and make any adjustments as required to your treatment regime. The initial stage of treatment focuses on alleviating symptoms and stimulating the body's natural processes to commence healing. The second stage of treatment focuses on eliminating the underlying cause of the condition and supporting your full recovery and longer term health.

Depending on your individual situation, I may need to monitor you for 3 - 6 months.

- (ii) Sessions are held online (Zoom is preferred, however Skype and FaceTime is also available). Follow up appointments may also be conducted by phone.
- (iii) I will send a Zoom link to you via a calendar invitation. If conducting the appointment via another platform, I will be in touch by email to confirm details.
- (iv) If you are late to your session, the session will end at the allotted time (i.e. if you are 10 minutes late for a 60 minute appointment, then the session will end after 50 minutes.

(c) Audio-Visual Recordings and Treatment Notes

- (i) Generally, I will record an Initial Appointment to ensure I don't miss any details when putting together your treatment plan. You may contact me in advance if you would not like to give permission to have the session recorded.
- (ii) Your recording will be kept private, and not shared with any third party.
- (iii) A copy of your appointment recording will be happily provided upon request.
- (iv) Should you wish to record the session yourself, please seek permission first.
- (v) Handwritten and/or typed notes will be taken by me during a session.
- (vi) All session recordings and treatment notes are stored in accordance with the Confidentiality Policy outlined later in this agreement.
- (vii) Clients can request access to any recordings and treatment notes, according to the current legislation.

(d) Missed Sessions

- (i) If a client misses a session, or doesn't show up for session, without providing 24 hours notice, then in most cases full payment is still required and a refund will not be offered.
- (ii) You agree to give 24 hours to cancel or reschedule a session.
- (e) If there is an unexpected emergency, please contact me as soon as possible to explain. I reserve the right to make an exception where the circumstances were beyond your control.

(f) Cancelled Sessions

- (i) Should I need to cancel a session (such as due to illness, unforeseen circumstances or technology failure), I will offer you the option to reschedule, or receive a refund.
- (ii) I will not be liable for any costs incurred by you for any cancelled or missed sessions.

(g) Asking Questions Between Sessions

- (h) Sometimes you may need to answer a quick question between sessions (for example to clarify something on your treatment plan) and I will happily answer these for you. However if you have several questions, or questions which require a lengthy answer, then you probably should book in for a follow up appointment, as I cannot provide detailed health advice outside a consultation.

(i) **Customised Meal Plans**

- (i) Writing a customised meal plan takes a significant amount of time, often using expensive nutrition software. To help keep consultation costs low, I do not include a meal plan in standard consultations and treatment plans, however if you feel that you are someone who requires a meal plan to stay on track, then you are welcome to purchase the Meal Plan Add on before or after booking your appointment.

5. My Responsibilities

(a) **Obligations**

- (i) As a natural health care practitioner, I am committed to treating you respectfully and prioritising your wellbeing. This means that I will maintain necessary competence in my field of practice; not provide services that are outside my experience or training; not provide services that I am not qualified to provide; prescribing only treatments that will serve your needs; maintain a sound understanding of any possible adverse interactions between the therapies or treatments that I provide or prescribe, and any other medications or treatment that you inform me that you are receiving, and advise you accordingly. I will also aim to provide services in a manner that is culturally sensitive to your needs.
- (ii) Before commencing treatment with me, you will need to sign an informed consent form. This form will be available for you to acknowledge and sign when you book your first appointment. See Schedule 1.
- (iii) It is important that you feel that your treatment is in your own best interests. I am committed to working with you to cocreate a treatment plan, and respect your right to make your own decisions.
- (iv) I am committed to cooperating and communicating with your other health service providers, and with your permission, can refer you to another therapist who we think may be able to help you if requested.

(b) **Occupational Health and Safety**

When consulting with you in a clinic environment, I will comply with OH&S procedures and policies in place.

(c) **Insurance**

- (i) I hold appropriate professional indemnity insurance to treat Australian clients as a naturopathic practitioner, both online and in face to face sessions for Australian residents. I regret that I cannot consult with international clients.

6. Client Responsibilities

(a) Obligations

- (i) I welcome clients who are open, frank and honest with me at all times. You will be committed to having a better and healthier body/mind, and prepared to make changes as necessary.
- (ii) You will let me know immediately if you are not happy with your progress, or if you have any concerns about our work together at any time. You will provide me with all of the information I require to treat you.
- (iii) I encourage you to inform your treating medical practitioner (if any) about the treatments or care that I provide. It is also important that you to continue your existing treatments with other practitioners, and do not cease taking any medications or treatment without first discussing with your treating medical practitioner.
- (iv) I expect that clients will be willing and committed to do the things we ask to help you improve your health. To get results, you need to do the work. I find that clients who do 100% of the work get almost 100% results. Those who do half the work, achieve only half the results. Sessions are designed for the individual, not group sessions. If you wish to be treated with your partner or family, I request that an individual appointment is made for each person.

(b) Indemnity

As your practitioner, I ask that you take full responsibility for your actions and choices. Your choices as a client have consequences (either good or bad!) and you should consider carefully whether a particular course of action is right for you.

(c) What you will need

- (i) For online clients, I recommend that you have a computer or smartphone in which you can participate in videoconferencing, and receive emails. During consultations, you will require a quiet, private space where you are unlikely to be interrupted
- (ii) For in-clinic consultations, you are responsible for your own travel arrangements in getting to the clinic on time.

7. Important Information about my Services

(a) Disclaimer

- (i) I am a registered naturopath in Australia. I will not consult with you unless you have completed and submitted the new client intake form and given consent (Schedule 2). I will discuss with you your health and the possible treatment based on the information that you have disclosed. I will initiate action only after you have communicated your decision to proceed with any treatment and only after your assurance that you have a complete understanding of the situation, and the risks associated with the decision at hand. I will also advise you on any significant risk which will affect the judgement of

an intelligent, and reasonable client. You always have the right to refuse any proposed treatment approach in its entirety or any part or phase of the treatment affecting only certain parts of your body.

- (ii) The above notwithstanding, I do not practice medicine and I do not diagnose nor treat diseases or medical conditions. My services are not intended to be a replacement for or substitute for those of a licensed physician. I advise you, if needed, to be under the care of a licensed medical practitioner and encourage open communication between myself and your current medical practitioner. I do not handle medical emergencies of any kind and refer my clients as such to ring 000 or go to the emergency room of their local hospital. I will not provide you any medical or other professional advice or opinion as a result of web-based consultation with me. If you provide personal health information to me in the course of a consultation, the consultation shall not involve or constitute the practice of medicine or any other profession. It will not create a physician- patient relationship between us, and is not intended to be a substitute for a physical examination and face-to-face consultation with your personal physician. All matters regarding your health require medical supervision by a healthcare professional selected by you. You and your personal health care providers shall have exclusive authority and control over your health and health care, including all diagnosis, treatment and other determinations related thereto, and nothing discussed in a consultation between us is intended to or shall influence, restrict or interfere with your personal healthcare providers' exercise of independent clinical, medical or professional judgement in providing healthcare services to you. As such, I shall not be liable or responsible for, and you hereby release me from any loss, claim, liability or damage allegedly arising from any information or suggestion made during any consultation between us or from any material or content found in this website, including but not limited to articles and blogs.
- (iii) As a naturopath, my role is to support your health journey through natural treatments, guidance and advice. As a client, your role is to take responsibility and ownership for your own health and choices. Naturopathy is not a treatment for specific illness or disease. Naturopathy is a complementary therapy in that it may be used alongside other medical and therapeutic techniques. Always be guided by your doctor or specialist before using naturopathy for any serious or chronic illness.

(b) Risk Management

- (i) It is not recommended that client use "Google" or similar freely available information when researching health advice. Should you experience any adverse reactions to any treatment recommended by me, I request that you opening and honestly communicate with me, so I can advise on the best course of action; and also report the adverse reaction to the appropriate manufacturer, supplier or Therapeutics Goods Authority.
- (ii) If you experience an adverse reaction, I will openly and honestly communicate with you to review what has occurred. If at any time during this communication, you feel that our relationship as practitioner/client has become ineffective or compromised, I will refer you to a registered medical practitioner for assessment and treatment. In the event of an adverse reaction or event, I will take appropriate and timely action to stop

the adverse reaction from continuing and mitigate the extent of the injury to the client. I agree to keep you fully informed of what has occurred and encourage you to exercise your right of choice in determining an appropriate solution to the adverse event. I will obtain appropriate emergency assistance where any serious adverse reaction has occurred. As per my association rules, I carry a current First Aid Certificate, and have an workplace appropriate first aid kit.

- (iii) I recommend that you seek independent advice from you GP/specialist or other health professional before commencing your treatment plan. If any concerns should arise during the course of your treatment you should seek advice from your GP/specialist or other health professional immediately.

(c) Source of Claims

Any claims in my marketing which outline the possible benefits or outcomes of treatment is evidence-based on my research, studies, own experience and experience/testimonials from clients. I do not claim that my treatment alone can fix all your health problems. Everyone is unique, and how you will feel will depend on a wide range of factors beyond my control.

(d) Results are not guaranteed

- (i) Results are not guaranteed. My aim is to help, guide and support you on your health journey, however results can vary due to many factors, some which are out of my or your control.
- (ii) I do find that factors which will impact on the achievement of obtaining results are dependant on the client's commitment, along with personal factors.

(e) Age of Clients

Treatments are provided to clients over the age of 18 only.

(f) Limitation of Liability

- (i) You agree that you will not hold me responsible for any costs, loss, injury or damage that you might experience as a result of working with me, unless it is directly attributable to my negligence.
- (ii) You agree that your participation in this [healing/ treatment], including all activities that you may choose to undertake in association with thehealing/ treatment], is entirely voluntary. You expressly agree that you have personally researched the risks involved and made a conscious decision to proceed, willingly accept all foreseeable risk of injury or damage that may arise from your participation.
- (iii) You expressly agree that if this clause is unenforceable for any reason, my total cumulative liability for all causes of action of any kind shall not exceed the amount that you have paid to me under this Agreement.

8. Confidentiality

(a) Client Details

- (i) In order to provide you with the best possible service, I will need to collect the following information from you: Your full name and date of birth, medical history, personal details and circumstances following your personal life.
- (ii) This information is used to put together your customised naturopathic treatment plan.
- (iii) This information is stored on a password protected computer, with updated anti-viral and anti-breach software, and hardware protection. Any printed files are kept in a locked filing cabinet. Only I can access these files.

(b) Confidentiality

I agree and commit to keep all your information in strictest confidence. Under no circumstances do I share your details with anyone. The only exception to this is where you have given me permission to communicate with any other health care providers on your behalf.

Any staff employed by myself are bound by a confidentiality agreement. Staff can only access information on a need to know basis, and generally do not have access to medical histories.

(c) Privacy Policy

If you have any further questions or concerns about the confidentiality of our sessions or the security of your information, please ask me, or consult my Privacy Policy: www.naturolgy.care/privacy

9. Intellectual Property

(a) Copyright

- (i) You agree to not share treatment plans, handouts, instructions and guides, eBooks or other information without first seeking permission from me, in writing. I retain copyright over any treatment plans, handouts, instructions and guides, eBooks or other information provided to you.

10. Dispute Resolution

(a) Mutual Non-Disparagement

We each agree not to publicly or privately disparage the other, but rather shall act in good faith to refrain from any conduct or communication which might reasonably be expected to interfere with the business and/ or personal interests of each other. At all times, I act in good faith with your best intentions at heart. Should you have any concerns with myself, or my treatment, please reach out to me first before letting loose

on social media. Let's keep the lines of honest communication open between us as much as possible, and refrain from any conduct or communication which might reasonably be expected to interfere with the business and personal interests of each other while we try to sort out our differences.

(b) Negotiation

- (i) If either of us have any concerns arising out of this Agreement or your participation in naturopathic treatment, we agree that we shall communicate with the intention of making a genuine effort to seek a win/win solution and resolve the dispute by negotiation and discussion.
- (ii) The negotiation process begins when you email me, letting me know that there is a problem. Within 72 hours, I will send you a booking link with my available times for the next 7 days. Please use this to book a 30 minute call where I can get a better understanding of what has gone wrong, and we can try to resolve the issues involved. All information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential unless otherwise required by law.

(c) Alternative Dispute Resolution

- (i) If we are unable to resolve a dispute by negotiation and discussion within 14 days, we agree to proceed to mediation with the assistance of an independent accredited mediator.
- (ii) The mediator is to be appointed by agreement between us 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. If we are located in different states or countries, we agree that the mediation will occur by telephone or online video conference at a time arranged by the mediator that is reasonably convenient to both of us. We agree to attend the mediation in good faith, to seek to resolve the dispute.
- (iii) We agree to share the costs of mediation equally between us.

(d) Formal Investigation

If you believe your complaint to be serious and not suitable for mediation, you may choose to report your concerns to the NSW Health Care Complaints Commission for investigation.

(e) Litigation

We both agree that we will behave like sensible adults and make a genuine effort to resolve any dispute by all peaceful means at our disposal. Neither of us will threaten to sue or take each other to court until the independent mediator expresses their opinion

that we aren't going to be able to work this out on our own and we need a judge to make a decision for us.

(f) **Jurisdiction**

The validity, interpretation and performance of this Agreement will be governed by the law of New South Wales, Australia.

11. General Provisions

(a) **Whole Agreement**

This Agreement comprises the whole agreement between the parties concerning naturopathic treatment with me, and replaces any prior agreement, arrangement or understanding regarding naturopathic treatment.

(b) **Variation**

Any variation to this Healing Agreement must be in writing and signed by us both.

(c) **Severability**

If any part of this Healing Agreement is held to be void, illegal or unenforceable, it can be removed without affecting the validity, legality or enforceability of any other part of this Healing Agreement.

(d) **Counterparts**

This Healing Agreement may be signed in any number of copies. All signed identical copies, taken together, constitute one Agreement. A party may execute this agreement by signing any identical copy.

Schedule 1: Client Intake and Informed Consent Form

Please tell me a little bit about yourself and why you are booking in to see me by briefly describing your current health concerns.

By completing and submitting this form, you consent to naturopathic treatment with me, Josie Carin Gruber, and agree to my Naturopathic Services Agreement.

First name:

Surname:

Email address:

Date of birth:

Postal address:

Current health concerns:

Medications and supplements:

Ultimate health goal:

How did you hear about Naturolgy:

This agreement dated September 2019.