

Naturopathic Services Agreement

1. Introduction

It is very important that you read this document carefully before you agree to 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 lisa@lisaeastley.com 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.

My work may not be suitable for you if you are unwilling to make changes to your diet and/or lifestyle or are unwilling to follow my treatment plan. This is because I have found those clients who do not make changes or are committed to their health do not get the results they desire.

This Naturopathic Services Agreement is a contract between:

Me: Lisa Eastley

ABN: 33923748301

Address: 10 Station Street, Campbells Creek, VIC, 3451

Email for Correspondence: lisa@lisaeastley.com

and

You, the “Client” as per the details you set out in your Intake Form

About Me

I am a degree qualified clinical naturopath with a special interest in women’s hormonal conditions and thyroid issues. I am also a qualified Bowen therapist.

(a) How to contact me

- (i) I welcome enquiries via email at lisa@lisaeastley.com or via phone on 0416837505.
- (ii) Correspondence will be replied to Monday to Friday during the business hours of 9am to 5pm.
- (iii) I will respond within 72 hours.

2. Definitions

The following words have these meanings in this Agreement:

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

Discovery Call: a free, 20 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, Lisa Eastley, Naturopath

3. Payment

(a) Payment Terms

- (i) Appointment costs are as follows:

Initial Consultation Package: \$395 or 3 fortnightly payments of \$133

Follow Up Consultation \$90

Extended Follow Up Consultation \$125

Acute Consultation \$55

Ready to Shine 3 Month Health Journey \$1190 or 3 monthly payments of \$400

Bowen Therapy \$80

Bowen Therapy 6 Session Package \$400

- (ii) Payment is via credit card, EFTPOS or direct deposit

- (iii) All prices are in Australian dollars (AUD)
- (iv) Pricing is inclusive of all taxes. GST does not apply to Naturopathic consultations.
- (v) Payment is due at the time of the appointment or pre-paid for online consultations.
- (vi) Payment plans are available. Please discuss this with me prior to your appointment.

(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) 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 minus any fees. If you have to cancel due to an emergency or unforeseen circumstances, I reserve the right to waive cancellation fees.

- (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 may attract an administration fee of \$25.

(d) Termination

- (i) As the Practitioner, I reserve the right to terminate naturopathic treatment with any client for any reason.
- (ii) If I have to cancel or terminate naturopathic treatment, a refund of any unused consultations will be offered.

4. Consultations

(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, thyroid conditions, stress and gut health.
- (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) In our consultations, we will be discussing your health history. I will be asking questions about your diet, lifestyle, medical history, environmental exposures. I will make recommendations based on this information. I may not make any recommendations in the first consult, especially if there is a need for testing.
- (ii) Consults are held either in clinic or online. Zoom is the preferred online format but FaceTime can be accommodated.
- (iii) You will be sent confirmation and reminder emails for your appointments that will have the address of the clinic or a link to a Zoom meeting room.
- (iv) If you are late to an appointment, your appointment will still end at the designated time. Eg if you are 10 minutes late for a 60 minute appointment, you will only get 50 minutes of the appointment time.

(c) Audio-Visual Recordings and Treatment Notes

- (i) I will verbally ask for your consent to record any online consults.
- (ii) These consult recordings are kept private and are not for third party viewing.
- (iii) A copy of the recording can be provided to you upon request.
- (iv) You must ask permission to record a consult.
- (v) Handwritten and / or typed notes will be taken by me.
- (vi) All consult recordings and treatment notes are stored in accordance with the Confidentiality Policy outlined later in this agreement.
- (vii) Clients can request access to any recording or notes in accordance with 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.
- (iii) 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.

(e) 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.

(f) Asking Questions Between Sessions

- (i) I am happy to answer quick questions between sessions that directly relate to your treatment plan or prescription via email. If the question requires a lengthy response or is not in relation to your prescription, please wait until your next appointment or book in a follow up consultation.
- (ii) If you are enrolled in Ready to Shine, please send me any questions via email and I will reply promptly.

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) By booking and commencing treatment with me, you acknowledge that you have read and agree to these terms and conditions and have indicated your informed consent.
- (iii) It is important that you feel that your treatment is in your own best interests. I am committed to working with you to co-create 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 hold appropriate professional indemnity insurance and public liability insurance to treat Australian clients as a naturopathic practitioner and Bowen therapist, 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 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.
- (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 advice or opinion. 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 on my 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 openly 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 and workplace appropriate first aid kit.
- (iii) I recommend that you seek independent advice from your 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

- (i) 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

Minors under 16 are treated with their parents or guardians permission and supervision.

(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 treatment, including all activities that you may choose to undertake in association with the 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 about your personal life.
- (ii) This information is used to put together your customised naturopathic treatment plan.
- (iii) This information is stored in a password protected client management system 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:

9. Intellectual Property

(a) Copyright

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 Dispute Settlement Centre of Victoria (<https://www.disputes.vic.gov.au>). The Centre 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.
- (iii) We agree to share the costs of mediation equally between us.
- (iv) We agree to attend the mediation in good faith, to seek to resolve the dispute.

(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 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 Victoria, 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 Naturopathic Services Agreement must be in writing and signed by us both.

(c) Severability

If any part of this Naturopathic Services 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 Naturopathic Services Agreement.

(d) Counterparts

This Naturopathic Services 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.