

The Food & Mood Reboot, 4-week Nutrition Program
Participant Commitment & Agreement

Please read the following declaration carefully and ask any questions you may have prior to registering for **The Food & Mood Reboot** 4-week program with Heidi Hogarth (Naturopath & Metabolic Balance Coach).

The Program

The Food & Mood Reboot with Heidi Hogarth, is a 4-week guided naturopathic program based on nutritional principles & holistic lifestyle behaviours. It is not intended to restrict calories or avoid any particular food group, and does not promise to result in weight loss or resolution in any particular diagnosed condition. The premise is, that by eating unprocessed wholefoods and avoiding known aggravating substances such as caffeine and alcohol, this encourages your physical metabolism to operate more efficiently, just as you expect your car to run better when you give it the right fuel. While we hope you experience some benefits such as increased energy, better sleep and resolution of other symptoms, we cannot provide guarantees for this as much depends on your current health status, diet and lifestyle habits and how much this differs from that recommended over the course of the Program.

Your responsibilities

You (referred to as the “client” or “participant”) understand that the form of health care provided during *The Food & Mood Reboot* (hereafter referred to as “the Program”) with Heidi Hogarth (hereafter referred to as the “Program Facilitator”) is based on Naturopathic Medicine and other supportive principles and practices. These include: nutrition counselling, herbal medicine and lifestyle advice.

All information you have provided to the Program Facilitator about your current health condition, both in your Client Intake Form and during any subsequent consultations, is true and correct to the best of your knowledge.

You recognise that even the gentlest Program may trigger or exacerbate complications in certain physiological conditions such as pregnancy, lactation, very young children, very elderly patients, those on multiple medications, or those with specific diseases such as heart, liver, kidney or diabetes.

You agree to inform the Program Facilitator of any changes to your current medical/health condition, including any new medications, herbs, vitamins, supplements etc you are taking, any new injuries or diagnosed/undiagnosed medical conditions.

If you are female, you agree to inform the Program Facilitator immediately if you fall pregnant, suspect that you are pregnant, plan to fall pregnant or if you are breastfeeding.

I will always strive to provide you with the best naturopathic care possible. However, if you do not provide me with accurate information about your health, I may not be able to offer you the most appropriate treatment for your condition and therefore you may not see the results you desire. You must provide me with full and accurate information about your diagnosed medical conditions, medications or supplements, known allergies and intolerances, so I can ensure safety of treatment and check for pharmacological interactions with any herbal medicines or nutritional supplements I prescribe.

My Responsibilities

Information provided and treatments prescribed

You understand that the Program facilitator (Heidi Hogarth) holds the following qualifications:

Bachelor of Health Science (naturopathy)

Bachelor of Arts

Advanced Diploma of Naturopathy

Diploma of Nutrition

Metabolic Balance Coaching Certificate

You understand that the Program Facilitator is not a medical doctor and that the information provided to you is on no way intended as medical advice, or a substitute to medical counselling and the information supplied should be used in conjunction with the guidance and care of your physician.

- You are at liberty to seek or continue medical care from a physician, or another health care provider.
- No practitioner, employee or associate of the Program Facilitator, Heidi Hogarth Naturopath (trading as Fundamental Health & Wellbeing) has suggested or advised you to refrain from seeking care from or following the directions of another health care provider.

- You understand the Program Facilitator will answer all questions and explain all treatments to the best of their ability and, as with any form of treatment, results and lack of side effects cannot be guaranteed.
- You do not expect the Program Facilitator to be able to anticipate all risks or complications.
- You recognise that despite all precautions on behalf of the Program Facilitator, there are risks of side effects/complications/illness occurring as a consequence of the use or misuse of the advice suggested by the Program Facilitator.
- You understand that some health conditions take many years to develop and as such, may also take much time to resolve. The role of the Program Facilitator is to provide you with information and remedies they will assist you to the best of their knowledge and experience, but that much of the benefits of these come from your, the Participant's, own dedication and resolve to affecting change in your lifestyle and dietary habits. Nutrition and natural medicines work gently to support your own innate healing capacity, there is rarely a "quick fix".

REFUND AND CANCELLATION POLICY

- The investment in the Program is \$297 AUD paid in full in advance or by recurring payment plan.
- All amounts quoted and charged are in Australian dollars and include 10% Goods and Services Tax (GST) where applicable. My Naturopathy consultations are GST-free.
- Fees can be paid by EFT and credit card, via a secure online payment gateway, Square. Please refer to Square's terms and conditions for particulars regarding the transaction. https://squareup.com/au/en/legal/general/ua?country_redirection=true
- Missed Payment: In the event that your payment is not received during enrolment in a Program or Package, it will not begin until the investment has been received.
- Extra charges incurred may include:
 - Blood tests or other functional tests (payable directly to the laboratory).
 - Nutritional or herbal supplements (variable costs)
 - Upgrade to the Metabolic Balance Personalised Nutrition plan (fee on application)
 - Extra private consultations (at a fee equivalent to current Follow-Up consultation fees as per the following fee schedule: <https://fundamentalwellbeing.life/services-fees/>)
- Once you have registered and paid for this program, you will receive an email within 72 hours containing all the supporting documents & log-in or access information for the 4-week program.

PROGRAM REFUND & CANCELLATION POLICY

If you change your mind **before you receive access to the supporting documents**, please contact Heidi immediately heidi@fundamentalwellbeing.life and she may be able to issue you a refund, minus 10% administration fee.

In the event of your absence or withdrawal, for any reason whatsoever, after receiving all supporting documents and program access, you will remain fully responsible for the entire Program fee and any unpaid balance

In some extenuating circumstances, please contact the Program Facilitator, Heidi Hogarth, immediately in writing so that she can assess the refund request on a case-by-case basis. If any portion of the program has been delivered, this part will be forfeited pro rata. Refund of the remaining portion will incur a 25% administration & cancellation fee.

INTELLECTUAL PROPERTY

Copyright

The content of the Program, including downloadable PDFs, guides, written advice and videos, is protected by copyright. No portion of the Program may be copied, shared, replicated or sold in any form without my written consent. You may share my free content from my website or Instagram account via social media sites, but you must provide a link back to my website and clearly credit me by name in the post.

Trademarks

I own the unregistered trademarks Heidi Hogarth Naturopathy and Fundamental Health & Wellbeing. I operate the Program and the associated Masterclass under the names The Food & Mood Reboot and Food & Mood Masterclass. You may not use these names or my logo for any purpose without my express permission.

DISCLAIMER

You, the Client or Participant, understand that the information received from me, Heidi Hogarth, the Program Facilitator, in connection with the Program or otherwise should not be seen as medical advice and is certainly not meant to take the place of your seeing your doctor.

I encourage you to maintain a relationship with your primary care physician or doctor. In the event that you do not have one and/or do not have routine physicals, I encourage you to do so. Do not discontinue or change any treatment plan that you may be on as a result of our sessions without discussing the change with your doctor.

LEGAL ITEMS

You acknowledge and take full responsibility for your life and well-being, as well as the lives and well-being of your family (where applicable), and all decisions made during and after the Program.

Minor Problems

Should a minor problem occur, I will endeavour to find a solution and resolve this issue as soon as practical.

Minor problems include:

Problems with dispensed items (herbs/supplements):

- Incorrect product sent by third party supplement company;
- Issue with the product sent by third party company;
- Damage occurred to product during transit.

Technical problems:

- Issues with opening/downloading a PDF information sheet or treatment plan;
- Issues with email communication.

Problems with consultations:

- Sickness on the day of a consultation;
- Late cancellation of appointment;
- Internet issues or power outage during a Zoom consultation;
- Road traffic event;
- Bushfire or other natural event.

Major Problems

Major problems include:

Allergic reaction/side effect: It is your responsibility to notify me of any allergies, intolerances or reactions you have experienced previous to the registering for the program. If you experience an unexpected allergic reaction to a product I have prescribed, please seek appropriate medical care immediately, and notify me as soon as possible. If you are experiencing life threatening symptoms you must call 000 (emergency services) immediately.

Achieving expected results

The outcome of your nutrition plan depends on many factors including your compliance with recommended treatment. It is also important to understand that everyone is unique and will respond to treatment differently, due to variances in genetics, environment, diet and lifestyle. Therefore, it is not possible to make any treatment or timeline guarantees with regards to your clinical outcomes.

Specific Terms of Sale

Any products prescribed are for you and you alone. You must not give any of your prescribed products to family members or friends. I encourage all individuals to seek advice from a qualified health professional prior to any self-prescription to ensure safety and efficacy. If I prescribe you a specific product and offer it for sale to you, that is because I believe it is the best product fitting your needs. If you decide that you prefer to purchase a similar product elsewhere, I cannot be held responsible for the quality, effectiveness or side effects of your purchase.

Jurisdiction & Dispute Resolution

Heidi Hogarth t/a Fundamental Health & Wellbeing is located in Adelaide, South Australia, Australia. This agreement is subject to the governing law of the state of South

Australia.

Negotiation

If you have any issue or complaints arising out of your use of this website or these terms and conditions, you and Heidi Hogarth t/a Fundamental Health & Wellbeing agree to make a genuine effort to resolve the dispute through negotiation and discussion.

Mediation

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

It is a condition precedent to the right of either party to commence litigation other than for interlocutory relief that it has first offered to submit the dispute to mediation. Litigation is to be considered a last resort and may not be commenced until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted. Disputes or arguments arising under this agreement are to be dealt with under the law of South Australia, Australia.

If the terms of this Agreement are acceptable, please tick the box on your associated Program Intake form. By doing so, you acknowledge that: (1) you have received a copy of this letter agreement; (2) you have had an opportunity to discuss the contents with me and, if you desire, to have it reviewed by your attorney; and (3) you understand, accept and agree to abide by the terms hereof.

Thank you for reading this important document.