

1. Your Acceptance

Welcome to the Terms of Service for the Nutrition Plus website and any associated services. This is an agreement ("Agreement") between, Nutrition Plus Enterprises Pty Ltd ("NPE"), the owner and operator of www.nutritionplus.com.au (the "Site"), any NPE services ("Service(s)") and you ("you", "your" or "user(s)"), a user of the Site and Service.

Throughout this Agreement, the words "NPE," "us," "we," and "our," refer to our company, Nutrition Plus Enterprise Pty Ltd and our Site or any Services, as is appropriate in the context of the use of the words.

By using our Site or any Services you agree to be bound by this Agreement and the Privacy Policy. We may amend our Terms of Service and will notify you when we do so. If you do not agree to the Terms of Service or the Privacy Policy please cease using our Site and Service immediately.

2. Your Rights

You have the right to:

- Be treated with respect and dignity
- Privacy and confidentiality for your personal and health information except where the law permits this to be disclosed
- Be accompanied by a support person at all times
- Information about which staff are responsible for your care
- Seek a second opinion if you wish
- Refuse treatment and services offered to you
- Access your health records according to the law, provided written consent is provided.

3. Your responsibilities

All clients at Nutrition Plus Enterprises are responsible for their own behavior and care. It is important to:

- Inform everyone involved in your care of your expectations
- Tell staff if you have a problem
- Understand your treatment and ask questions if you are unsure
- Provide staff with accurate information about your health and your current treatment
- Read any information materials provided to you by Nutrition Plus Enterprises
- Inform Nutrition Plus staff if your condition changes
- Follow your prescribed treatment
- Be considerate of staff and other clients
- Attend your scheduled appointments, or inform staff if you need to change an appointment

4. Fees

- Fees may vary from dietitian to dietitian. Please confirm the cost of your appointment prior to consultation.
- Payments are due on the day of your consultation.
- Credit card details will be required at the time of making your booking to confirm your consultation.
- All prices are in AU dollars unless otherwise stated and exclusive of GST.

5. Rebates

If you have private health insurance, DVA or a Care Plan from your GP you may be eligible for a rebate. Rebates from your private health insurance are at the rate set by your insurance company. Rebates from Medicare are approximately \$50 per visit for up to 5 visits per year, depending upon how many visits your GP has allocated.

6. Appointment cancellations

If you need to cancel your appointment, please ensure that you give us at least 48 hours notice, as it is unfair to other people who are waiting to get in to see us who could have otherwise utilized this appointment time. Clients who fail to attend without notifying us 48hrs before their appointment may be charged up to the full cost of the missed appointment.

7. Confidentiality

We want to assure you that everything we speak about is confidential and will remain within the Nutrition Plus team, however, with your permission, we would like to write a letter back to your health care team to explain what our goals are. You consent for your de-identified data to be utilised for the purposes of practice research and quality assurance and improvement.

Please inform us if you don't agree to any of the above by mentioning it to your dietitian during the consultation.

8. Forum of Dispute

As we are continually trying to improve our business, we appreciate your feedback. If you have any comments, compliments or complaints, please contact us at reception@nutritionplus.com.au or 1300 438 550.

If you remain unhappy, you have the right to submit a complaint to the complaints unit at the Dietitians Association of Australia.

9. Force Majeure

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

10. Amendments

We may amend this Agreement from time to time. In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement are deemed to conflict with each other's operation, NPE shall have the sole right to elect which provision remains in force. This Agreement is deemed to be the entire Agreement between you and NPE.