

The Family Dietitian - Terms and Conditions of business

- i) Welcome to The Family Dietitian, a private dietetic service which provides specialist nutrition advice to families by Nicola Methold, Registered Dietitian.
- ii) Below are the terms and conditions for the provision of our specialist medical Services (defined below).

Please read the following important terms and conditions which will apply to all Services I provide to you.

If you require emergency medical attention, or any other treatment that is urgent, I strongly advise that you contact your General Practitioner (GP), or the emergency services. The Services and any Advice are provided for non-urgent circumstances only and are in no way intended to replace the services of the NHS or your GP.

In order to receive my Services, you must be aged 18 or over. If you are under the age of 18 years old you may receive my Services only with the consent of your parent or guardian.

BY RECEIVING THE SERVICES, YOU AGREE TO BE BY BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, I WILL BE UNABLE TO PROVIDE THE SERVICES TO YOU.

Your attention is particularly drawn to clause 14 of this Contract below, which limits my liability to you.

A. Definitions

In this Contract:

- **'Advice'** means any medical advice provided by me to you in whatever form whether via the telephone, by video call, in email or in person;
- **'AI (Artificial Intelligence)'** refers to Technology that enables systems to perform tasks typically requiring human intelligence, such as data analysis and automated responses.
- **'Appointment'** means the agreed time for a Consultation arranged and reserved through my booking system;
- **'Booking Confirmation'** means the email confirming your Appointment for a Consultation;
- **'Charges'** means the fees for the Services shown in on my website www.the-family-dietitian.com – Charges are payable in accordance with clause 5 below;

- **‘Complex Medical History’** means that you are experiencing or have experienced medical issues including (but not limited to) breast cancer; reproductive surgery; or other gynaecological or obstetric issues;
- **‘Consultation’** means an Initial Consultation or Follow Up Consultation;
- **‘Contract’** means the booking confirmation and these terms and conditions;
- **‘Effective Date’** means the commencement date of the Contract being the date of the Booking Confirmation for your Initial Consultation;
- **‘Health Care Professional or HCP’** means Nicola Methold, Registered Dietitian;
- **‘Initial Consultation’** means your initial Appointment with me for the provision of Advice;
- **‘Medical History Form’** means The Family Dietitian initial consultation questionnaire or review questionnaire;
- **‘Overseas’** means patients domiciled outside the UK, Channel Islands and Isle of Man;
- **‘Patient’** means any individual receiving Services, including children or dependents represented by a parent, guardian or carer who books and consents to the services on their behalf.
- **‘Questionnaires’** the Initial Consultation Questionnaire and Review Consultation Questionnaire completed by you in accordance with clause 3.7 or such other questionnaires as may be notified to you from time to time in writing;
- **‘Remote Consultation’** means a Consultation conducted via the System Provider video conferencing service e.g. Microsoft Teams or by telephone;
- **‘Review Consultation’** means any subsequent Appointments following your Initial Consultation with us for the provision of Advice;
- **‘Services’** means the provision of private medical Advice relating to nutrition and dietetics including (but not limited to) the Initial Consultation, any Follow-Up Consultation Treatment Plan and any Associated Services;
- **‘Site’** means my website www.the-family-dietitian.com;
- **‘Social Media’** refers to online platforms that allow users to share content and interact, such as but not limited to Instagram, Facebook, and LinkedIn.
- **‘System Provider’** means our clinical records system and video conferencing service provider;

- **‘Treatment Plan’** means your treatment plan devised by Nicola Methold to assist with the management of nutrition and dietetics;
- **‘me’ or ‘my’** means Nicola Methold trading as The Family Dietitian; and
- **‘you’ or ‘your’** means a Patient.

If you have any questions about this Contract, please contact me by:

- Emailing niki@the-family-dietitian.com

Who I am:

I am Nicola Methold, Registered Dietitian an individual trading as The Family Dietitian in The United Kingdom. I am registered by The British Dietetic Association (BDA) under the number 23056 and with the Health and Care Professional Council (HCPC) under the number DT034306.

I provide the Services in-person, by telephone or via video conferencing service provided by our System Provider. The charges for the Services are set out [on my Site]. The provision of the Services to you by us are subject to these terms and conditions.

1. Introduction

1.1 Please read these terms and conditions carefully before you attend an Appointment. These terms and conditions set out who I am, how I will provide the Services to you, how you and I may change or end the Contract, what my liability to you is and other important information.

1.2 I may amend these terms and conditions from time to time and will inform you by email of any significant changes made. Any amendment to the terms and conditions (and therefore the Contract) shall be effective on the date upon which I communicate the changes to you.

1.3 When booking an Appointment, you agree to receive the Services through Remote Consultation or in clinic and I reserve the right to conduct our Appointments either by Remote Consultation or in clinic Consultation.

2. Your privacy and personal information

2.1 My Privacy Policy is available on request or directly from my website www.the-family-dietitian.com

2.2 Your privacy and personal information are important to me. Any personal information which you provide to me will be dealt with in accordance with our Privacy

Policy, which explains what personal information I collect from you, how and why I collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

2.3 Your personal information will be stored on our secure system via our System Provider.

3. Booking Appointments for Consultations and receiving Services from me

3.1 Below, I set out how and when a legally binding Contract between you and I is made.

3.2 To make an Appointment for an Initial Consultation you are required to email me on niki@the-family-dietitian.com or complete the online contact form.

3.3 You are required to register with me and you agree to provide me with true, accurate and complete information necessary for me to be able to provide the Services. This information may include the following:

1. 3.3.1 your full name, including any middle names;
2. 3.3.2 your date of birth;
3. 3.3.3 your full postal address including post code;
4. 3.3.4 your mobile telephone number;
5. 3.3.5 your email address
6. 3.3.6 your GP's name and address;

3.4. I may at times of unforeseen high volumes of enquiries direct you to register with us via an online form on the same page to be added to a waiting list. When an Appointment becomes available, I will email you. Once you receive this invitation to book you may contact us to book your Initial Consultation either by telephone or online.

3.5 When you book your Appointment for your Initial Consultation in accordance with clause 3.2 above I will communicate our acceptance of your booking with a Booking Confirmation. As your appointment date approaches you will receive further communications with questionnaires relevant to your appointment.

3.6 The Contract will commence on the Effective Date. However, before I am able to provide the Services, I will require a completed Initial Consultation Questionnaire with accurate details of your nutritional concerns. This should be emailed to me at least 24 hours prior to your appointment.

3.7 Until and unless I communicate our acceptance of your Appointment for your Initial Consultation with a Booking Confirmation your request for an Appointment has not been accepted and no Contract for the provision of Services has been entered into. I

may also contact you to say that I am unable to proceed with your Appointment after I have provided my Booking Confirmation. This is typically for the following reasons:

3.8.1 I have not received all or part of the Questionnaires;

3.8.2 I do not have the specific skills required to treat your family safely;

3.8.3 I am unable to carry out the Services at the agreed time of the Appointment (this may be because, for example, due to sickness or unforeseen family responsibilities); or

3.8.4 I have not received payment for the Services.

4. Carrying out of the Services

4.1 I will carry out the Services as set out in the relevant Booking Confirmation unless agreed otherwise.

4.2 Advice given is evidence-based and aligned with current clinical guidelines where available. Advice does not constitute diagnosis or medical treatment.

4.3 The Family Dietitian holds full professional indemnity and public liability insurance for the services offered.

4.4 All services are conducted within the ethical and professional guidelines of the HCPC and BDA. Inappropriate behaviour may result in immediate termination of services.

4.4 You acknowledge that my ability to carry out the Services might be affected by events beyond our reasonable control. If this is the case then there might be a delay before I can begin or resume the Services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but I will try to start or restart the Services as soon as those events have been resolved. For example, internet outage or power cut.

5. Payment

5.1 I accept most credit cards and debit cards as payment for the Services. I do not accept cash or cheques.

5.2 In order to pay the Charges for the Services, you will need to provide to us payment card details on the morning of the appointment, unless agreed otherwise. You must have appropriate authority to use the payment card which you use for payment.

5.3 You will receive a payment link or invoice at the time of booking the appointment. This will contain instructions on how to pay for my Service. The invoice must be paid in full the morning of the appointment.

5.4 You must have permission to pay on the card provided. You agree and authorise me to charge your debit or credit card with all Charges for the Services that you have

purchased. Any failure of authorisation processes will result in the Services not being provided and any Appointments booked will be cancelled.

5.5 Payment processing services are provided by Stripe. The payment details which you provide to me are passed directly to Stripe and will be subject to its terms of service <https://stripe.com/en-gb/checkout/legal> and privacy policy <https://stripe.com/engb/privacy>. By inputting payment card details, you are consenting to the use of the payment card details by Stripe for the purpose of paying for your order. If you have any questions relating to these services, please contact Stripe.

5.6 I do not store any of your payment card details on my systems and I shall incur no liability for the failure or data breach by any third-party provider including (but not limited to) Stripe, System Provider, or providers of Associated Services to keep your information secure.

5.7 Your credit card or debit card will only be charged when actioned by you in response to an invoice when:

5.7.1 an Initial Consultation or Follow Up Consultation has been booked;

5.7.2 or you fail to attend an Appointment and do not cancel it in accordance with the provisions of clause 7.1. Any such failure will incur the full Charges for your Appointment. For the avoidance of doubt, I will charge your credit card for the full amount of the Charges for a Consultation if you do not attend an Appointment and have not contacted us to cancel the Appointment in accordance with the notice period in clause 7.1.

5.8 If your payment is not received by us in accordance with clause 5.7.2, I may charge interest on any balance outstanding at the rate of 4 (four) percentage points per year above Barclay's Bank plc's base rate.

5.9 All prices are in pounds sterling (£)(GBP).

6. Nature of the Services

6.1 I am providing nutrition and dietetic consultation services and advice.

6.2 If you are unhappy with the Services, please contact me via email on niki@the-family-dietitian.com.

7. Your rights to cancel an Appointment with us

7.1 You may cancel your Appointment for a Consultation upon two working days prior written notice before the confirmed day of your appointment without incurring any fees. Any cancellation which gives less than two working days' notice will incur a full charge for your Consultation.

7.2 If you wish to cancel an Appointment, please contact me via email on niki@the-family-dietitian.com.

7.3 At my discretion, charges for missed appointments may be waived in cases of emergency or exceptional circumstances.

8. Our rights to end the Contract with you

8.1 I reserve the right to terminate the provision of all or part of the Services immediately at any time without any liability, by providing you with written notice. Such notice may be provided by email.

8.2 I may end the Contract immediately and cancel your access to the Services, if:

8.2.1 I am subject to any laws or regulations which require me to end your use of the Services;

8.2.2 if you exhibit direct difficult, harassing, or abusive behaviour towards me;

8.2.3 if you fail to provide true, clear and accurate information regarding your personal details, medical history and/or symptoms, or identification including (but not limited to) your failure to provide any of the Questionnaires; or

8.2.4 if you fail to pay the Charges for the Services in accordance with the provisions of clause 5 above.

8.2.5 if you fail to attend an Appointment and have not cancelled the Appointment in accordance with clause 5.7.3 above.

9. Your right to cancel your Contract with us

9.1 In the event you enter into the Contract with us remotely (by telephone or on-line), you have the right to cancel this Contract (the agreement between you and Nicola Methold trading as The Family Dietitian) upon written notice to be received within 14 (fourteen) days of the Effective Date without giving any reason. However, you do not have the right to cancel if you have requested for us to start providing the Services during this 14 day cancellation period and the Services are fully performed (i.e. the work is completed) during this period.

9.2 To exercise the right to cancel, you must inform me of your decision to cancel this Contract by email at niki@the-family-dietitian.com.

10. Effects of cancellation

10.1 If you cancel this Contract in accordance with clause 9 above, I will reimburse all payments received from you unless you requested that I begin providing the Services during the cancellation period, in which case you must pay us:

10.1.1 for the Services I provided up to the time you told me that you want to cancel this Contract, which will be an amount in proportion to the Services performed up to that point in comparison with the full price under this Contract; or

10.1.2 the full price for the Services and Medicines under this Contract, if you lost your right to cancel this Contract because the Services were fully performed during the cancellation period.

10.2 I will make the reimbursement without undue delay, and not later than 14 (fourteen) days after the day on which I am informed about your decision to cancel this Contract.

10.3 I will make the reimbursement using the same means of payment as you used for the initial transaction, unless I have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

10.4 Notwithstanding the above, you may end the Contract with me at any time provided that there are no Charges outstanding upon notice in writing.

11. Associated Services

11.1 I may advise on oral nutritional supplements; however, I am not responsible for the supply and/or delivery of such supplements, the responsibility of the relevant third party provider which shall have a direct contractual relationship with you.

12. No Refunds

You agree to pay for the Consultation regardless of the outcome and accordingly I will not provide refunds for Appointments attended.

13. End of the Contract

13.1 Termination of the Contract for any reason is without prejudice to any right or remedy accrued by either party immediately prior to the date of termination.

14. Limitation on our liability

14.1 Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, I am not legally responsible for any losses that were not foreseeable to you and us when the Contract was formed. To the extent permitted by law, I shall not be liable for:

14.1.1 any loss, damage or distress arising from reliance on information or reliance on availability of the Associated Services or other Services provided by third parties; or

14.1.2 any indirect, consequential or economic loss, damage or distress (including any such loss, damage or distress arising from unauthorised use of or damage to your data

or content), incurred by you as a result of the provision of the Associated Services or Services provided by third parties.

14.2 Subject only to the provisions of clause 14.1 above our total liability to you for any one event or series of related events shall not exceed the sum of 100% (one hundred percent) of the total amount paid by you for the Services giving rise to the liability in the twelve months preceding the event from which the liability arose.

15. Availability of Remote Consultation Services

15.1 I will do my utmost to ensure that the Remote Consultations will be uninterrupted. However, due to the nature of the Internet, this cannot be guaranteed.

15.2 In the unlikely event of a problem with the provision, or the unavailability, of the Remote Consultations and whilst I shall assume no liability in connection with the same:

15.2.1 I will use my reasonable efforts to procure that the System Provider restores the video conferencing service; and

15.2.2 I will try to contact you by telephone to continue the Initial Consultation or subsequent consultation(s).

15.2.3 If you are not domiciled in the UK, Channel Islands and Isle of Man then your initial appointment must take place face to face at our clinic in the UK.

16. Third party rights

16.1 No one other than a party to this Contract has any right to enforce any term of this Contract.

17. Overseas patients

17.1. All Initial Consultations must take place [face to face, in person or virtually, with Nicola Methold] in the UK. This does not currently apply to residents of the US and Canada.

17.2 Provided always that your Initial Consultation has been received as required under the terms of clause 17.1 above and subject to the provisions of clause 17.3 below Follow Up Consultations may be provided by Remote Consultation.

17.3 I am unable to provide Remote Consultations to Patients located in a number of foreign jurisdictions including (but not limited to) the USA and Canada. You

acknowledge that the provision of Remote Consultations is entirely at our discretion, and I may refuse to provide any part of our Services at any time.

18. Disputes

18.1 I will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services I have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this page.

18.3 If a dispute cannot be resolved in accordance with our Complaint Handling Policy or you are unhappy with the outcome, you may refer it to the relevant governing body being: British Dietetic Association (BDA) www.bda.uk.com.

18.4 The Contract including these terms and conditions are governed by English law and subject to the exclusive jurisdiction of the English courts.

19. Engagement with businesses

19.1 The scope of Work will be outlined on engagement of my Services.

19.2 Quotes will be provided based on the nature and duration of the Services.

19.3 Payment of invoices are due within 14 days of invoice unless agreed otherwise.

19.4 Payment is accepted via bank transfer or Stripe.

19.5 Late payments may incur interest in line with the Late Payment of Commercial Debts (Interest) Act 1998.

19.6 Any data or information shared by the business will be treated confidentially. Likewise, feedback or outcomes from workshops will be anonymised unless express consent is obtained for case examples.

19.7 With permission, The Family Dietitian may list the business as a past client for promotional purposes (e.g., on the website or social media). You can opt out at any time.

19.8 Except for liability which cannot be excluded by law, The Family Dietitian's liability for any claim in connection with services provided to businesses is limited to the amount paid for those services.

20. Intellectual Property

20.1 Any materials provided by The Family Dietitian remain the intellectual property of Nicola Methold unless explicitly agreed otherwise. These may not be reproduced or shared beyond the initial audience without permission.

21. Consent for Digital Marketing and Social Media

21.1 Specific consent must be gained for the use of any recordings or information, provided by The Family Dietitian, for use on Social Media or for Digital Marketing purposes.

21.2 Use of images or videos for any AI-related purposes is strictly prohibited, including but not limited to fabricating conversations or altering images including facial features in any form.