

# Programme Policies

## Guarantee/Refund Policy

For consultation packages and functional tests, payments are non-refundable.

For The 12 Week Fatigue-Fighting Formula there is a 14 day conditional and partial money back guarantee from the date you purchased the programme.

Also if you have purchased the 12 week coaching package, then The 12 Week Fatigue-Fighting Formula part of the package is conditionally and partially refundable within 14 days. See conditions below.

If after you have completed the first two modules and you aren't happy with the programme, please submit a 14 day food diary with breakfast, lunch, dinner, snacks and drinks that has been properly completed to [info@kateoriordan.com](mailto:info@kateoriordan.com) and you will receive a refund on the unused portion of the programme. Refunds are processed on Fridays.

Once the refund has been processed you will be removed from the programme and will no longer have access to the content hub, group coaching calls or the Facebook group.

## Ongoing access

If you have purchased The Fatigue-Fighting Formula either pay in full or on the payment plan and make all of your payments, you get ongoing access to the programme content hub.

Also you will receive all of the programme updates and add-ons.

After the 12 weeks you will no longer get access to the live group coaching calls in the Fatigue-Fighting Facebook group unless you continue to subscribe via monthly payments.

## Call Cancellation/No show

If you can't make the group coaching calls live, the recordings are available to watch in the events tab of the Fatigue-Fighting Formula Facebook group.

For 1-to-1 calls including the next steps call, please give me at least 24 hours notice if you need to cancel an appointment by emailing [info@kateoriordan.com](mailto:info@kateoriordan.com), clicking on the change/cancel appointment button in your Acuity appointment confirmation email, or by calling or texting me. If you give me less than 24 hours notice or no notice, then you forfeit the appointment.

If you cancel and reschedule your appointment two times in a row, then you forfeit the appointment.

Also if you don't show up to the appointment with no explanation, you forfeit the appointment.

### **Declined payment**

If you are on the payment plan and a payment is declined, you have three working days to bring the account up to date or you will be removed from the programme and will no longer have access to the programme content hub or Fatigue-Fighting Formula Facebook group.

### **Office Hours/Customer service**

If you have a customer service question, issue or complaint, please email [info@kateoriordan.com](mailto:info@kateoriordan.com). You will receive a response within 2 working days.

The office hours are 3.00-5.00pm Monday to Friday and 11.00-4.00pm on Saturdays.

### **Discounts**

If you miss a deadline on a special offer or discount, the programme fee will return to the full price.

# Privacy Policy

Kate O’Riordan Nutrition holds some information about you. This privacy policy outlines how that information is used, who we may share that information with and how we keep it secure. This notice does not provide exhaustive detail. However, we are happy to provide any additional information or explanation needed. Any requests for this should be sent to [info@kateoriordan.com](mailto:info@kateoriordan.com). We keep our Privacy Policy under regular review. This Privacy Policy was last reviewed in August 2021.

## What We Do

Kate O’Riordan Nutrition provides nutritional therapy services to clients to improve their health through diet and lifestyle interventions. We focus on preventative healthcare, the optimisation of physical and mental health and chronic health conditions. Through nutritional therapy consultations, dietary and lifestyle analysis and biochemical testing, we aim to understand the underlying causes of your health issues which we will seek to address through personalised dietary therapy, nutraceutical prescription (supplements) and lifestyle advice.

## How We Obtain Your Personal Data

### Information provided by you

You provide us with personal data in the following ways:

- By completing a nutritional therapy questionnaire
- By signing a terms of engagement form
- During a nutritional therapy consultation
- Through email, over the telephone, via Skype, Zoom or by post
- By taking credit card and online payment

This may include the following information:

- basic details such as name, address, contact details and next of kin
- details of contact we have had with you such as referrals and appointment requests
- health information including your previous medical history, dietary, lifestyle, supplement and medicine details, biochemical test results, clinic notes and health improvement plans
- GP contact information
- Bank details

We use this information in order to provide you with direct healthcare. This means that the legal basis of our holding your personal data is for legitimate interest.

Following completion of your healthcare we retain your personal data for the period defined by our professional association BANT. This enables us to process any complaint you may make. In this case the legal basis of our holding your personal data is for contract administration.

### **Information we get from other sources**

We may obtain sensitive medical information in the form of test results from biochemical testing companies. We use this information in order to provide you with direct healthcare. This means that the legal basis of our holding your personal data is for legitimate interest.

We may obtain sensitive information from other healthcare providers. The provision of this information is subject to you giving us your express consent. If we do not receive this consent from you, we will not be able to coordinate your healthcare with that provided by other providers which means the healthcare provided by us may be less effective.

## **How we use your personal data**

We act as a data controller for use of your personal data to provide direct healthcare. We also act as a controller and processor in regard to the processing of your data from third parties such as testing companies and other healthcare providers.

We undertake at all times to protect your personal data, including any health and contact details, in a manner which is consistent with our duty of professional confidence and the requirements of the General Data Protection Regulation (GDPR) concerning data protection. We will also take reasonable security measures to protect your personal data storage.

We may use your personal data where there is an overriding public interest in using the information e.g. in order to safeguard an individual, or to prevent a serious crime. Also where there is a legal requirement such as a formal court order. We may use your data for marketing purposes such as newsletters but this would be subject to you giving us your express consent.

## **Do you share my information with other organisations?**

We will keep information about you confidential. We will only disclose your information with other third parties with your express consent with the exception of the following categories of third parties:

- Our professional association, BANT, for the processing of a complaint made by you
- Any contractors and advisors that provide a service to us or act as our agents on the understanding that they keep the information confidential
- Anyone to whom we may transfer our rights and duties under any agreement we have with you

- Any legal or crime prevention agencies and/or to satisfy any regulatory request if we have a duty to do so or if the law allows us to do so

We may share your information with supplement companies and biochemical testing companies as part of providing you with direct healthcare. We will not include any sensitive information

We will seek your express consent before sharing your information with your GP or other healthcare providers. However if we believe that your life is in danger then we may pass your information onto an appropriate authority (such as the police, social services in the case of a vulnerable adult, or GP in case of self-harm) using the legal basis of vital interests.

We may share your case history in an anonymised form with our peers for the purpose of professional development. This may be at clinical supervision meetings, conferences, online forums, and through trade magazines or online professional sites. We will seek your explicit consent before processing your data in this way.

## What are your rights?

Every individual has the right to see, amend, delete or have a copy, of data held that can identify you, with some exceptions. You do not need to give a reason to see your data.

If you want to access your data you must make a subject access request in writing to [info@kateoriordan.com](mailto:info@kateoriordan.com). Under special circumstances, some information may be withheld. We shall respond within 20 working days from the point of receiving the request and all necessary information from you. Our response will include the details of the personal data we hold on you including:

- Sources from which we acquired the information
- The purposes of processing the information
- Persons or entities with whom we are sharing the information

You have the right, subject to exemptions, to ask to:

- Have your information deleted
- Have your information corrected or updated where it is no longer accurate
- Ask us to stop processing information about you where we are not required to do so by law or in accordance with the BANT and CNHC guidelines.
- Receive a copy of your personal data, which you have provided to us, in a structured, commonly used and machine readable format and have the right to transmit that data to another controller, without hindrance from us.
- Object at any time to the processing of personal data concerning you

We do not carry out any automated processing, which may lead to automated decision based on your personal data.

If you would like to invoke any of the above rights then please write to the Data Controller at Kate O’Riordan Nutrition 61 Sissinghurst Close, Pound Hill, Crawley, West Sussex, RH10 7FY, United Kingdom or email [info@kateoriordan.com](mailto:info@kateoriordan.com).

## **What safeguards are in place to ensure data that identifies me is secure?**

We only use information that may identify you in accordance with GDPR. This requires us to process personal data only if there is a legitimate basis for doing so and that any processing must be fair and lawful.

Within the health sector, we also have to follow the common law duty of confidence, which means that where identifiable information about you has been given in confidence, it should be treated as confidential and only shared for the purpose of providing direct healthcare. We will protect your information, inform you of how your information will be used, and allow you to decide if and how your information can be shared.

We also ensure the information we hold is kept in secure locations, restrict access to information to authorised personnel only, protect personal and confidential information held on equipment such as laptops with a password. We ensure external data processors that support us are legally and contractually bound to operate and prove security arrangements are in place where data that could or does identify a person are processed.

Kate O’Riordan Nutrition is registered with the Information Commissioner’s Office (ICO) as a data controller and collects data for a variety of purposes. A copy of the registration is available through the ICO website (search by business name).

Also we hold an SSL certificate to ensure the security of our website.

## **How long do you hold confidential information for?**

All records held by Kate O’Riordan Nutrition will be kept for 8 years which is the duration specified by guidance from our professional association BANT.

## **Website technical details**

### **Forms**

We do use electronic forms on our website making use of an available 'forms module' which has a number of built-in features to help ensure privacy. We also aim to use secure forms where appropriate.

## Cookie Data

In compliance with EU legislation, the following table lists the use of cookies on this website:

Cookie name	Purpose
AcceptCookies	This is used to store whether you have agreed to receive cookies. Persistent for one year.
Google Analytics _utma _utmb _utmc _utmz	These cookies are used to collect information about how visitors use our site. We use the information to compile reports and to help us improve the site. The cookies collect information in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they visited.

Cookies are small. We do not make use of cookies to collect any private or personally identifiable information. The technical platform of this website uses cookies solely to aid the proper technical functioning of the website. The cookies used contain random strings of characters alongside minimal information about the state and session of the website – which in no way collects or discloses any personal information about you as a visitor.

Advanced areas of this site may use cookies to store your presentation preferences in a purely technical fashion with no individually identifiable information. Note also our statement on analytics software below – as analytics software also uses cookies to function.

Most web browsers allow some control of most cookies through the browser settings. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit [www.allaboutcookies.org](http://www.allaboutcookies.org)

To opt out of being tracked by Google Analytics across all websites visit <http://tools.google.com/dlpage/gaoptout>

## Analytics

Like most websites, we make use of analytics software in order to help us understand the trends in popularity of our website and of different sections. We make no use of personally identifiable

information in any of the statistical reports we use from this package. We use an analytics package called Google Analytics who provide details of their [privacy policy](#) on the Google website.

## Complaints

If you have a complaint regarding the use of your personal data then please contact us by writing to the Data Controller at Kate O’Riordan Nutrition 61 Sissinghurst Close, Pound Hill, Crawley, West Sussex, RH10 7FY, United Kingdom or email [info@kateoriordan.com](mailto:info@kateoriordan.com) and we will do our best to help you.

If your complaint is not resolved to your satisfaction and you wish to make a formal complaint to the Information Commissioner’s Office (ICO), you can contact them on 01625 545745 or 0303 1231113.

## Age-Related Issues

We do not market to children under age 18.

## Limitation of Liability

Kate O’Riordan Nutrition is not liable for damages based on anything posted on the website or recommended by Kate O’Riordan Nutrition.

## Use of the Site

All the content in the programme content hub, and all of the blog posts and recipes on our website [www.kateoriordan.com](http://www.kateoriordan.com) are for single use only.

## Copyright

All programmes, blog posts and recipes on my site are copyright and cannot be copied or posted on any other website or sold by anyone other than Kate O’Riordan Nutrition.

## Medical Disclaimer

### 1. Credit

1.1 This document was created using a template from SEQ Legal (<https://seqlegal.com>).



## **2. No advice**

2.1 Our website contains general medical information.

2.2 The medical information is not advice and should not be treated as such.

## **3. No warranties**

3.1 The medical information on our website is provided without any representations or warranties, express or implied.

3.2 Without limiting the scope of Section 3.1, we do not warrant or represent that the medical information on this website:

(a) will be constantly available, or available at all; or

(b) is true, accurate, complete, current or non-misleading.

## **4. Medical assistance**

4.1 You must not rely on the information on our website as an alternative to medical advice from your doctor or other professional healthcare provider.

4.2 If you have any specific questions about any medical matter, you should consult your doctor or other professional healthcare provider.

4.3 If you think you may be suffering from any medical condition, you should seek immediate medical attention.

4.4 You should never delay seeking medical advice, disregard medical advice or discontinue medical treatment because of information on our website.

## **5. Interactive features**

5.1 Our website includes interactive features that allow users to communicate with us.

5.2 You acknowledge that, because of the limited nature of communication through our website's interactive features, any assistance you may receive using any such features is likely to be incomplete and may even be misleading.

5.3 Any assistance you may receive using any our website's interactive features does not constitute specific advice and accordingly should not be relied upon without further independent confirmation.

## **6. Limits upon exclusions of liability**

6.1 Nothing in this disclaimer will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

## Indemnity Insurance

Kate O’Riordan Nutrition carries professional liability, public liability and products liability insurance for up to £6,000,000.

### **The territorial limits include:**

a) Anywhere within the limits of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

b) i) anywhere in the world in respect of work which is not treatment work; and

ii) anywhere in the world other than the United States of America or Canada and any territory under their jurisdiction in respect of treatment work

carried out during temporary visits by you and/or any employee normally resident in and travelling from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

c) anywhere in the world in respect of any consultations and video media delivered over the internet in connection with the business of the insured PROVIDED ALWAYS THAT notwithstanding anything contained herein to the contrary the limit of indemnity in respect of any claims arising from such consultations and videos delivered to persons residing in the United States of America or Canada shall be inclusive of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the insurer.

# Terms & Conditions

We keep our Terms and Conditions page under regular review. This Terms and Conditions page was last updated in August 2021.

## What We Do

Kate O’Riordan is a Registered Nutritional Therapist (DipNT, mBANT, rCHNC). She practices the principles of naturopathic medicine to assist the body’s own ability to heal and to improve the quality of life through good nutrition and lifestyle.

Kate O’Riordan Nutrition provides nutritional therapy services to clients to improve their health through diet and lifestyle interventions. We focus on preventative healthcare, the optimisation of physical and mental health and chronic health conditions.

## Services

Through nutritional therapy consultations, dietary and lifestyle analysis and biochemical testing, we aim to understand the underlying causes of your health issues which we will seek to address through personalised dietary therapy, nutraceutical prescription (supplements) and lifestyle advice.

## Nutrition Plan

You will receive your nutrition plan, supplement plan, any drug-nutrient interactions, relevant handouts, pre-made meal plan or recipes the weekend after each consultation. For the best results you must follow the plan.

## Supplements and Laboratory Tests

I may recommend supplements or relevant laboratory tests during the consultation. I may receive a small commission on some of the supplements and laboratory tests that I recommend. I only recommend products or services that will, in my professional judgement, be most appropriate for you and your health.

## Email Support

Included with the 5 consultation package is 2 hours of email support between consultations. Included in the 12 week coaching package is 4 hours of email support in between appointments

during the 12 week period. After the email support time included with your package has been used up, there is a charge of £15 per 30 minutes of email support. I do not provide phone support in between consultations.

I aim to respond to your email within 48 hours during my working hours which are 3.00-5.00pm weekdays and 11.00-4.00pm Saturdays. I am not able to respond to any emails outside of my working hours or when I am on holiday.

## **Cancellation/No Show**

Please give me at least 24 hours notice if you need to cancel an appointment by emailing [info@kateoriordan.com](mailto:info@kateoriordan.com), clicking on the reschedule or cancel buttons at the bottom of your Calendly appointment confirmation email, or by calling or texting me. If you give me less than 24 hours notice or no notice, the missed appointment will be chargeable.

If you cancel and reschedule your appointment two times in a row, then you forfeit the appointment.

Also if you don't show up to the appointment with no explanation, you forfeit the appointment..

## **Lateness**

If you are late for a session, the session will not be extended and will end at the appointed time.

## **Respect**

I reserve the right to terminate the agreement and stop the nutrition sessions immediately if you, the client, behave in an inappropriate, rude or abusive way towards me, or if I feel that you would benefit from referral to another professional.

## **Confidentiality**

All emails, data and anything discussed during our sessions will be kept private and confidential at all time.

## **Payment**

Payment for 1-to-1 packages and consultations must be made by online bank transfer at least 48 hours before your appointment. I do not accept cash or cheques.

## **Programmes**

Additionally Kate O’Riordan Nutrition provides online programmes that include researched dietary, lifestyle and supplement recommendations as well as recommendations for biochemical testing.

## **Programme Delivery**

The 12 Week Fatigue-Fighting Formula content is in a membership site where you get access to a new module each week for 12 weeks. You will receive weekly email reminders to access the membership site to the email address you gave when you bought the programme on the same day at the same time each week from the day you ordered the programme. If you are not receiving the weekly emails after purchasing the programme, please email customer support at [info@kateoriordan.com](mailto:info@kateoriordan.com).

When you purchase The 12 Week Fatigue-Fighting Formula, you will also receive weekly reminders for the weekly live group coaching calls which will be held in the Facebook group.

## **Guarantee/Refund Policy**

For consultation packages and functional tests, payments are non-refundable.

For The 12 Week Fatigue-Fighting Formula there is a 14 day conditional and partial money back guarantee from the date you purchased the programme.

Also if you have purchased the 12 week coaching package, then The 12 Week Fatigue-Fighting Formula part of the package is conditionally and partially refundable within 14 days. See conditions below.

If after you have completed the first two modules and you aren’t happy with the programme, please submit a 14 day food diary with breakfast, lunch, dinner, snacks and drinks that has been properly completed to [info@kateoriordan.com](mailto:info@kateoriordan.com) and you will receive a refund on the unused portion of the programme. Refunds are processed on Fridays.

Once the refund has been processed you will be removed from the programme and will no longer have access to the content hub, 1-to-1 calls, group coaching calls or the Facebook group.

## **Limited License**

We are giving you a one person, one time, single license use to the content that you have purchased in the 12 Week Fatigue-Fighting Formula, and giving, sharing, lending or anything

similar constitutes as stealing. I do not give permission to give, share or sell any of the information on my site provided for free or via a purchase.

## **Passwords**

When you create your account for The Fatigue-Fighting Formula, please create a username and password that you can remember. If you need to change your password, please log in to the membership site, click on the account button and follow the instructions to change your password. If you forget your password, please click on the Forgot Password link on the log in page and follow the instructions to change your password.

## **Intellectual Property Rights**

The name Kate O’Riordan Nutrition and all the materials on or received via [www.kateoriordan.com](http://www.kateoriordan.com) is owed by us. You are not allowed to copy or use our IP address.

## **Online Commerce**

You can purchase the 12 Week Fatigue-Fighting Formula by clicking on the Work With Me menu at the top of the homepage and then clicking through to the 12 Week Fatigue-Fighting Formula page. You would then need to click on the buy now button and enter your payment details. Once this has been submitted, you will immediately receive a welcome email with details on how to access the content hub.

## **Disclaimer**

You will be provided with the current evidence-based dietary, nutrition and wellness information and advice, yet they may not be recognised or accepted by standard (allopathic) medicine.

Kate O’Riordan is not a medical doctor (GP) and her services are not a substitute for medical care. Therefore she is not permitted to dispense medical advice, diagnose, prescribe medications, nor claim to treat medical conditions. Also she will not encourage you to terminate any previous therapies or medications, but will gladly cooperate with medical doctors upon request to support your health concerns.

Any recommendations she gives you for laboratory tests, diet or nutritional supplements made will be to support, not replace, medical treatment that you may be receiving. In addition, we strongly advise you to consult with your GP before any significant dietary or lifestyle adjustments, and it is your duty to report all the supplements you have chosen to take to your GP.

Kate O’Riordan Nutrition is not responsible for any symptoms or illnesses that result from following her nutrition advice, nutrition or supplement plan, or from following the materials in The 12 Week Fatigue-Fighting Formula.

## **Customer Service/Office Hours**

If you have a customer service question, issue or dispute, please email [info@kateoriordan.com](mailto:info@kateoriordan.com). You will receive a response within 2 working days.

The office hours are 3.00-5.00pm Monday to Friday and 11.00-4.00pm on Saturdays.

## **Data Protection**

I am legally obliged to store your personal data securely for 8 years. After 8 years, your data will be destroyed unless it is required for any medical or legal reasons.

Your personal data will never be used for marketing purposes or used for anything other than to contact you, or share with another medical or legal body after you have given consent where applicable.

You are entitled to request a copy of your data, and be removed from any marketing mailing lists as and when you wish to do so. Furthermore please click on the link to view my [privacy policy](#).