

Terms & Conditions for Youcef Banouni Nutritionist Consultations & Services

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In the following, "I" refers to Youcef Banouni.
"the client" or "the patient", "you" and "your" refers to you, the client.
The term "service" is equivalent to "consultation".

SERVICE

The consultations involve dietary assessment, education and personal guidance /coaching towards more health-promoting lifestyle, and in particular nutrition habits.

You agree and understand you must inform your GP and other health professionals working on your health that you may be changing or have changed your dietary habits.

You take full responsibility for the outcomes/use of following the dietary guidance that you will receive. You agree that I will not be held responsible for any medical complications you may experience.

The consultation charges are non-refundable and not dependent on the outcome of the consultations.

Unless explicitly stated otherwise, the services and consultations are only for one person, the person whose name is on the invoices. None of the services or consultations are transferable.

DURATION OF SERVICES, START AND END

The start date of any coaching program is agreed by both parties. Once a start date is set, the end date is the start date + the length of the coaching program agreed to. Unless agreed otherwise prior by both parties, **the coaching programs cannot be paused**. This means that in the event of, for instance holidays, or professional travel, the client is still due for follow-ups at the same frequency as initially set in the coaching program.

Consultations and follow-ups not attended by the client will missed and not be transferable to another date as unused credit.

The client must maintain live communication and be proactive in expressing/scheduling suitable consultation and follow-up dates, to comply with the frequency of consultations present in the coaching program description. The lack of doing so will be considered void consultations.

TIMING, DELAYS AND TECHNICAL DIFFICULTIES

In the case of a delay by the client to an in-person appointment, I will wait for up to 15 minutes from the agreed appointment time.

No extension of time will be made to make up for the delay. No refund will be considered.

All consultations are for a maximum of 1h20 minutes for first consultations, or 50 minutes for follow-up consultations. This is the maximum time allowable.

Any additional time or services may attract further charges, at discretion of the nutritionist.

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You are paying for the consultation, the time indicated is a maximum time allowable. There may be instances where we complete the consultation before the maximum time. Regardless of the actual amount of time the consultation or follow-up took, no refunds of the remaining time will be considered.

Any of the clients interruptions taking time off the consultation (late arrival, phone calls, toilet breaks, etc...) will not be refunded. In the unlikely event of an urgent matter arising on my end and interrupting the consultation, I will make up for that time.

Please note: All consultation appointments are booked in New Zealand time.

For Skype/phone specifically:

If I am unable to get through to you at the agreed time of the appointment on the number(s) provided by you, a maximum of 3 attempts will be made after which you will need to book another consultation should you wish to. The pre-paid consultation in this instance would not be refunded.

If technical difficulties arise during the Skype/phone call, I will do my best to remedy whatever issue there might be. No refund will be considered, regardless of the extent or amount of time lost to bad connectivity or other technical issues.

You are kindly encouraged to fully charge your phone, have a charger handy, and use a reliable internet connection for Skype or an area with excellent mobile network reception. For health reasons, you are also encouraged to use earphones or a headset for the consultations over mobile phones.

You are responsible for recording your appointment in your diary and calculating your local time conversion if you live outside of New Zealand.

When a payment is made to book services, the services must be used by the client at the latest 60 calendar days after of the last appointment/service that was initially scheduled when the payment was made. Past that date, I will no longer be owing a service to the client, and the funds pre-paid will be retained and not refunded. If I am temporarily on leave, the days on leave will not be counted as part of the 60 days.

ADDITIONAL SERVICES AND EXTRA-CONSULTATION EXPENSES

Any prices for additional services will be discussed and agreed with you before I proceed further.

If any diagnostic testing, supplements or other external services/goods are requested/encouraged, the charges involved (if any) are at your own expense.

Shall I not be able to attend an in-person or Skype/phone appointment, I will do my best to inform you as early as possible. I will not be responsible for expenses incurred to make the availability or presence to an appointment possible. This includes transport, hotel, or any other fees.

CONTACT INFORMATION & COMMUNICATION

Preferred method of communication is: **email and Whatsapp call.**

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For all appointments, please send an email with your name, telephone number and an alternative one as well if possible, email address, postal address and date of birth as well as preferred time and day of appointment (at least 1 full working day – 24 hour – notice needs to be given; and enough time for the payment to be received) to ybanouni@gmail.com

I will do my best to accommodate you as close to your preferred time as possible. This service is not available out of working hours, on weekends and on New Zealand public/bank holidays.

Please do not use Facebook or Whatsapp for communication on appointments and services. I may not answer or consult/attend to any email, phone call, text message or other communication out of working hours, on weekends and on New Zealand public/bank holidays.

PAYMENT

Once we have agreed on a suitable time slot, I will ask you to make payment via bank transfer to finalise the booking of your slot. Please send us a proof of payment (e.g. a screen capture of your bank receipt of transfer) once the payment has been made. Once the payment has been received we will confirm the appointment.

All consultations are charged in NZD (New Zealand Dollars) and the fees announced are the fees you pay (i.e. there is no extra GST charges for instance).

You are responsible for extra charges to your card if for any reason your bank incurred in you extra charges to make the payment (i.e. foreign cards, foreign currency exchange, international money transfer, etc.). After any charges your bank or transfer services charge you, I must receive exactly the amount due as displayed in the invoice.

Any payment for which a proof a payment was sent to me, is due, regardless of the changes of circumstances or desire/possibility to attend that consultation.

I can do consultations with patients who are living anywhere in the world, provided that they can arrange to be reached during the New Zealand working hours mentioned in the information pamphlet.

For bookings of several consultations or services, a 50% partial payment may be charged. Further payment of outstanding (due) fees will be requested to be made in advance. The same Terms and Conditions that apply to consultations apply to all services and to all outstanding fees.

DECLINATION & TERMINATION

I reserve the right to refuse to conduct a consultation and/or to terminate a consultation. In the unlikely scenario of this happening, the consultation will by default not be refunded.

CONFIDENTIALITY/PRIVACY

All consultations are confidential and I do not share information along with any identification information with anyone unless you ask me and give consent to do so. However as you will most likely be sharing sensitive medical/health-related details with me, please ensure you are somewhere private for a phone/Skype consult.

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For in-person appointments, you are aware we may meet at a cafe/restaurant for the consultation. While I do my best to select café/restaurants at time that are likely to be quiet, cosy, and with few people, you understand that I do not have full control over the degree of how busy, loud, or how privacy or overall comfort might be affected as a result.

CANCELLATION AND RESCHEDULING

Consultation bookings are pre-paid and non-refundable.

You have the option to reschedule your booking at any time up until 2 working days (48 hours of working days) prior to your consult. Working days are defined as Monday to Friday included. Public Holidays do not count as a working day.

If you do not reschedule your booking within the time described above, the full consultation fee will be retained and not refunded. The same applies to consultations follow-ups in the context of ongoing coaching programs.

Shall I not be able to attend an in-person or Skype/phone appointment, I will do my best to inform you as early as possible.

If I am forced by personal circumstances to no longer be able to physically attend an in-person appointment but can offer the alternative of a phone/Skype consultation instead, you may accept or refuse. If you do accept, you would be charged at phone/Skype consultation pricing, and receive a refund or rebate on the difference if applicable.

If I am forced by personal circumstances to reschedule an appointment, you have the option to cancel it and obtain a full refund for that consultation.

SPECIFICS OF MULTIPLE CONSULTATION AND/OR SERVICE PACKAGES

For packages such as the Transformative Program, or other programs, bundles, packages of services and/or consultations, the total amount is due and **you agree to pay it in full by the end of the duration of the program.**

All bills sent must be paid by the deadline in the invoice.

You can request for payment arrangements so that you pay the total amount within the duration of the program in several payments without interest.

In the instance of outstanding payments due and not made by end of the program, you agree to pay for the legal fees for me to recover the amount. You also agree to pay for compensation for my time spent doing anything related with recovering this amount (building a legal case, at appointments with law professionals, in court, etc.) at the hourly rate calculated based on the fee and duration of a First Consultation.

The payment or payments are non-refundable from the first payment.

I reserve myself the right to pause or stop all the services and consultations if a payment is not made by a due date. The total cost for the program will still be due.

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Fair Use Policy: I intend to support as much as I possibly can. At the same time, emails or phone calls or online chats (i.e. through Whatsapp) are best kept for short exchanges (a few lines of text or 500 words) and limited to 2 or 3 questions at a time that can be answered rapidly. For anything else that involves some level of complexity, many questions, it is best to note down those questions and keep them for the consultations provided it is non-urgent.

I will take interest in content I may be sent and research into it at depths and time budgets at my discretion, but may not be expected to thoroughly read books or articles exceeding 500 words. If a reply is expected, I will reply as soon as I possibly can, and only commit to answer during my working hours and working days stated in the brochure sent initially, or whichever are my current working hours in the country I am at that moment of the communication.

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