

# DISCLAIMER

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Your FNTP's Name:

*Before beginning Nutritional Therapy with your Functional Nutritional Therapy Practitioner ("FNTP"), please read the following information **carefully** and then sign and date page 4.*

## NUTRITIONAL THERAPY GOALS

The fundamental goal of Nutritional Therapy is to encourage people to become knowledgeable about—and responsible for—their own health. An FNTP helps individuals reach their optimal level of overall health by supporting and bringing balance to the five foundations listed below. All five are built upon a single, solid base: a properly prepared, nutrient-dense diet.

- Digestion
- Blood Sugar Regulation
- Fatty Acid Balance
- Mineral Balance
- Hydration

By supporting each of these foundations and helping clients adopt a more nutrient-dense diet, the body's chemistry can be brought back into natural balance, setting the stage for optimal health.

Nutritional Therapy is not designed, however, to treat any specific disease or medical condition. A Functional Nutritional Therapy Practitioner is trained to evaluate your nutritional needs and make recommendations of dietary change and nutritional supplements, not medical diagnoses or prescriptions. No comment or recommendation from your FNTP should be construed as a medical diagnosis or prescription.

Reaching optimal health requires sincere commitment, possible lifestyle changes, and a positive attitude. If you are not willing to change how you eat and live, Nutritional Therapy is not the right approach for you. Since every human being is unique on a biochemical level, we cannot guarantee any specific result from our programs.

## HEALTH CONCERNS

If you suffer from a medical or pathological condition, you need to consult with an appropriate healthcare provider. An FNTP is not a substitute for your family physician or other appropriate healthcare provider. A Functional Nutritional Therapy Practitioner is not trained nor licensed to diagnose or treat pathological conditions, illnesses, injuries, or diseases or prescribe medications.

If you are under the care of another healthcare provider, it is important that you contact your other healthcare providers and alert them to your use of nutritional supplements. Nutritional

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Therapy may be a beneficial adjunct to more traditional care, and it may also alter your need for medication, so it is important you always keep your physician informed of changes in your nutritional program.

If you are using medications of any kind, you are required to alert the FNTPT to such use, as well as to discuss any potential interactions between medications and nutritional products with your pharmacist. If you have any physical or emotional reaction to Nutritional Therapy, discontinue their use immediately, and contact your FNTPT to ascertain if the reaction is adverse or an indication of the natural course of the body's adjustment to the therapy.

## COMMUNICATION

Every client is a biochemical individual, and it is not possible to determine in advance how your body will react to the nutrients or supplements you need. It is sometimes necessary to adjust your program as we proceed until your body can begin to properly accept targeted nutrients geared to correct imbalances or deficiencies. It is your responsibility to do your part by:

- Following the nutrition guidelines provided by your FNTPT.
- Eating a properly prepared, nutrient-dense diet.
- Avoiding harmful foods, substances, and behaviors.
- Moving your body daily.
- Getting plenty of sleep, rest, and relaxation.
- Staying in contact with the FNTPT so they can stay abreast of your progress and provide the best course of action going forward.

If your other healthcare providers have any questions regarding Nutritional Therapy, they are free to contact your FNTPT.

## LICENSURE

The Nutritional Therapy Association Australia / New Zealand provides a Diploma qualification to students who have successfully met all course requirements, including a written and practical exam. Laws and regulations regarding insurance and licensure requirements differ from country to country. **Students and FNTPTs must research the laws in their country in which they intend to practice.**

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## CLIENT PRIVACY POLICY

During the course of Nutritional Therapy, your FNTP will ask that you provide relevant personal details and information relating to your background, health, lifestyle, etc. (hereafter referred to as “Information”), including but not limited to:

- Your full name, physical address, email address, phone number, date of birth, etc.
- Your health history, including injuries, surgeries, prescriptions, etc.

This Information will be gathered from you via in-person interviews, questionnaires, evaluations, intake documents, phone, email, mail, video conferences, etc., and used to:

- Help assess your nutritional needs.
- Make recommendations for dietary changes and nutritional supplements to support your specific nutritional needs and goals.
- Comply with all legal and NTA training obligations.<sup>1</sup>

To ensure the maximum benefit of Nutritional Therapy, it is important that your Information is accurate and up to date. If you notice any changes to your health, begin taking new prescriptions, etc., please notify your FNTP as soon as possible. It is also your right as a client to access, update, or delete your records at any time. To do so, simply notify your FNTP in writing. Your FNTP will retain your Information for the length of time you are a client, after which they will take reasonable steps to dispose of your Information in a secure fashion.

NTA Australia/NZ is committed to protecting client privacy and requires students and graduates to uphold the privacy best practices and the policies as laid out in the relevant legislation. For example, Australia (The Privacy Act 1988) and NZ (*Health Information Privacy Code 1994*). Your FNTP will take all reasonable steps to protect your Information from unauthorized access, use, or disclosure by using strong passwords, up-to-date software on all devices, and locking file cabinets for physical documents. However, even the best security practices cannot guarantee that all stored data will be completely free from third-party interception or corruption.

FNTP use bespoke software through the Nutri-Q platform, [you can read their privacy policy here](#).

In accordance with **privacy standards**, your consent is required for your FNTP to collect, use, and disclose your personal Information. By signing below, you acknowledge consent for your FNTP to collect your Information.

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<sup>1</sup> If you are working with an FNTP student as a practice client, your client folder will be shared with the student’s instruction team for grading purposes and returned to you upon completion of the certification program. If you wish to remain anonymous, please instruct the FNTP student to use an alias on all client forms.

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## LEGAL DISCLAIMER

- All information provided by your FNTTP is intended to be of a general nature only and is included for the sole purpose of providing general information. Material provided by your FNTTP does not and is not intended to constitute advice or any statement on which reliance should be placed. Users should seek advice as appropriate from a suitably qualified medical professional on all specific situations, health issues and conditions of concern to them.
- Your FNTTP's goal is to encourage people to increase their knowledge and responsibility for their own health and to bring this to a personal optimal level. Your FNTTP aims to attempt to improve your health but is not designed to treat any specific disease or medical condition. Reaching the goal of optimum health, absent other non-nutritional complicating factors, require a sincere commitment from you, possible lifestyle changes and a positive attitude. Since every person is unique, we cannot and do not guarantee any specific result from our programs or information.
- The information provided by your FNTTP is not suitable for independent professional health advice. Nothing contained in the information provided by your FNTTP is intended to be used as medical advice and it is not intended to be used to diagnose, treat, cure or prevent any disease, nor should it be used for therapeutic purposes or as a substitute for your own health professional's advice.
- If you suffer from any medical conditions, you should consult with an appropriate medical professional before acting upon any information provided by your FNTTP.
- The information provided by your FNTTP may differ from traditional therapeutic care and may impact your medication needs. By acknowledging this disclaimer you undertake to consult an appropriate medical professional before actioning any changes to your medication or medical regime.
- By acknowledging this disclaimer, you also undertake to inform your FNTTP of any medication that you have been using or have been prescribed to be used or of any medical issues you may suffer from.
- Your FNTTP makes every effort to customise the information provided to each individual. By signing this disclaimer you understand that each individual's body will react differently to the information provided (if acted upon) and that adjustments may be made, as necessary, throughout the course of the program.
- You agree and undertake to make your own enquiries and investigations in respect of any information provided by your FNTTP to you.
- If you do elect to rely upon information disclosed to you by your FNTTP you warrant that you have obtained the advice of a suitably qualified medical practitioner in connection with the effects of implementing any procedure or course of action contained in the information provided to you by your FNTTP. For this purpose, you warrant that you will make yourself aware of any potential risks and have chosen to proceed with such action after careful consideration and acceptance of these risks.

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## LEGAL DISCLAIMER (cont.)

- The information provided by your FNTPT should not be treated as substitute to professional medical advice. If you require specific forms of medical advice, please consult an appropriately qualified medical practitioner. Never disregard the advice of an appropriately qualified medical practitioner because of information which has been relayed by your FNTPT.
- Your FNTPT and contractors of your FNTPT are not physicians and the scope of information provided does not include treatment or diagnosis of specific illnesses or disorders. The information provided by your FNTPT does not deal with the treatment of disease but focuses on wellness through the use of natural nutritional therapies and implementing a healthy lifestyle and diet.
- Whilst people may experience improved wellbeing as a result of implementing a healthy lifestyle and diet, this will not protect from future illness. The information provided to you is not intended to ensure that no future illness may arise.
- Your FNTPT makes every effort to ensure the quality of the information provided and updates the information regularly. Before relying on the information provided, however clients should carefully evaluate its accuracy, currency, completeness and relevance for their purposes, and should obtain any appropriate professional advice relevant to their particular circumstances. Your FNTPT cannot guarantee and assumes no legal liability or responsibility for the accuracy, currency, completeness or interpretation of the information.
- Your FNTPT may provide links and access to information that may include the views or recommendations of third parties and does not necessarily reflect the views of your FNTPT or indicate a commitment to a particular course of action. Your FNTPT shall not be liable in connection with such third party information.
- You acknowledge that access to information and material provided by your FNTPT is undertaken at their sole and absolute risk and by accessing this information and material and by choosing to rely upon this information and material, you expressly and irrevocably release your FNTPT from any and all liability which may accrue as a direct or indirect result of your access and any reliance upon any data or information.
- Your FNTPT disclaim all liability arising from the provision of information by the NTA, whether directly or indirectly and for that purpose, by signing this disclaimer, you hereby release your FNTPT from any and all fines, penalties, claims, actions, demands, complaints, losses, proceedings or otherwise in relation to the provision of any information.
- By signing this disclaimer (next page) you undertake to not circumvent this disclaimer or any information provided to by your FNTPT to you for your own financial benefit, and the exclusion of your FNTPT.

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## FORM FOR EDUCATIONAL PURPOSES ONLY

This legal disclaimer is in compliance with Australian and New Zealand law and is valid for graduates of these countries to use upon graduation of the FNTTP program. NTA AU/NZ recommends that FNTTPs modify this document to reflect their own business requirements and local laws when they graduate. All International graduates outside of these countries should have this disclaimer reviewed legally to reflect the laws of their specific country.

## SIGNATURE

By signing below, I confirm that I have read and fully understand the above disclaimer, am in complete agreement thereto, and do freely and without duress sign and consent to all terms contained herein:

Name:  Date:

Signature:

Guardian Name and Signature for Client Under 18 Years of Age:

Name:  Date:

Signature:  Relationship