

Lose Weight

You can lose weight, but can you keep it off?

**HEALTHPATH PTY LIMITED
ACN 067 075 165**

TERMS & CONDITIONS

Term

The Term of this Agreement is 26 weeks from the date that the Applicant is accepted to undertake the Weight Management Program ("the Program"). At the Conclusion of the Program the Applicant may, after suitable consultation, undertake other lifestyle programs offered by HealthPath™.

Consumer Obligations

The consumer agrees :

1. to provide such personal details (including medical particulars) as may be reasonably sought;
2. to advise of all medication and drugs prescribed or taken prior to and during the course of the Program;
3. to advise of any pre-existing medical condition of any nature which may affect the consumer's health during the course of the Program;
4. to strictly follow the Program offered and attend all relevant appointments during the course of the Program (including the undertaking of blood tests);
5. to observe all directions of all medical and consultant staff during the course of the Program so as to preserve the consumer's health and to monitor weight loss within safe prescribed limits;
6. to take all medications prescribed and will not deviate from the Program without the direction from a HealthPath™ Consultant, Physician, Dietician or other relevant Consultant;
7. and acknowledges that the Program is compiled from the information supplied by the Consumer and the results of medical tests, the results of which will be referred to relevant medical and consulting staff where appropriate;
8. that all information provided by me to HealthPath™ is complete and correct. If any information has been written by someone else, I have reviewed this information and confirmed that it is complete and correct. I understand that if I do not comply with my duty to disclose all information completely and accurately, HealthPath™ may not be able to compile a Program suitable to my health needs and further, HealthPath™ may cancel my enrolment in the Program;
9. and acknowledges that the information in the Program has been prepared for me personally and is not for recommendation or endorsement to any other party; and
10. and acknowledges that the Program does not take responsibility for my health nor does it in any way replace my general practitioner or medical specialist as sole adviser on all my medical issues.

HealthPath™ Obligations

HealthPath Pty Limited (HealthPath™) agrees to:-

1. conduct consultations with the consumer to determine realistic goals and formulate an individual Program to assist the consumer to attain his or her agreed desired weight;
2. monitor the general well-being of the consumer and to refer the consumer for appropriate medical assistance if required;
3. provide a balanced Eating Plan based upon the consumer's individual test results;
4. monitor the consumer's Program and review the Program from time-to-time as necessary so as to promote and maintain a healthy approach to weight loss; and
5. provide on-going lifestyle programs to assist the consumer to maintain a healthy weight and enjoy a long term healthy lifestyle.

Cooling-Off

A cooling-off period of five (5) days will apply to all pre-paid programs. If however, a service of a professional nature is provided within this period, eg a doctor, dietician, nutritionist or psychologist, the consumer must pay for the service in accordance with the scheduled fees.

Termination of the Contract

Termination of a Contract during the five (5) day cooling-off period may be in writing and a termination notice shall be served by:-

1. Delivering it in person; or
2. Posting the notice to that other party's address by certified mail within five (5) days of entering into the contract. Service by post shall be deemed to be effected by properly addressing, pre-paying and posting the letter containing the termination notice through Australia Post; or
3. Faxing the termination notice to the other party in which event the facsimile shall be deemed to have been properly served if a print-out notice from the sender's facsimile machine indicates that such facsimile transmission was properly transmitted to the receiver's facsimile machine.

Privacy

HealthPath™ is committed to protecting and maintaining the privacy of every consumer and ensuring that all information is accurate and secure at all times.

In collecting information from you HealthPath™ will only do so for the purpose of ensuring a proper and full diagnosis of your needs is undertaken pursuant to the Weight Management Program and will limit the use of your personal information to:-

- Recommending to you, or providing to you, the services that you may need.
- Carrying out our business which includes weight management, planning, product development, research and analysis.
- Fulfilling our legal requirements (eg disclosure to law enforcement agencies or the Courts).

In the course of managing your weight program, it will be necessary for certain information which you provide us to be provided to other parties (eg medical or other professional consultants). Any personal information will only be provided with your authority and we will ensure, so far as we are able to do so, that your privacy is always protected and maintained.

In any event, you agree and authorise us to utilise all such information provided to us for our internal operation purposes and acknowledge that such information will be viewed by necessary members of our organisation and will be provided to relevant medical and professional consultants and to the pharmacy through which you undertake the Weight Management Program.

You acknowledge that the relevant pharmacy through which you undertake your Weight Management Program is entitled to retain your name and particulars on its list of clients. All identification data (excluding name identification) belongs to and will remain the ownership of HealthPath™.

Health Warning

Rapid loss weight loss may cause serious health problems. After the third week of a weight loss program rapid weight loss would be considered the loss of more than 1 kg per week or weight loss of more than 1% body weight. It is advisable to consult your doctor before starting any weight loss program.

If you are on medication or being treated for any illness or disease (eg diabetes or any eating disorder) it is recommended that you consult your doctor. Similarly, if you are pregnant or breast feeding an infant, it is also recommended that you consult your doctor before commencing any weight loss program.