Website Terms & Conditions

# Introduction

Welcome! The websites [www.healthwithoutshame.com](http://www.healthwithoutshame.com) and www.suzanneculberg.com are owned and operated by me - Suzanne Culberg, ABN 51423252821. If you have any questions or need further information, please contact me at info@suzanneculberg.com.

This document sets out the Terms and Conditions you need to be aware of when using this website. Please take a moment to read them, as they set out your important rights and obligations and I care about making sure we both know where we stand.

When you visit this website, use my services or purchase my products you agree that you are over the age of 18 and willing to be bound by these Terms and Conditions. If you don’t accept this agreement, you should not continue to visit this website or purchase from me.

All products and services advertised on this website are offered in compliance with Australian Consumer Law.

# General Disclaimer

On this website you will find blogs, articles, videos, hints and tips about creating healthy weight release habits and more. This information is provided solely for your education and personal development.

**MY RIGHTS & RESPONSIBILITIES**

I take lots of care to provide valuable information, but I cannot be responsible for the use that you make of that information.

Please be aware that the generalised health and weight loss information I provide on this site is never a substitute for specialist advice tailored to your individual situation.

There is no professional relationship formed between us unless you explicitly choose to work with me by purchasing my services or products.

Any testimonials and promised results I may display on this website are based on my experience and those of my previous clients. They are not guarantees that anyone else will achieve the same results.

I may modify this information provided on this website at any time, including altering or deleting it without notice.

**VISITOR RESPONSIBILITIES**

Ultimately, we are each responsible for our own health and wellbeing and not every suggestion on this site is applicable to every individual. Please consider carefully whether the suggestions made on this site or in any of my marketing is suitable to your personal circumstances and conduct your own research before taking action.

My programs and the information that I provide is intended to supplement treatment by your primary caregivers, not replace it. If you feel that any recommendations offered here may in any way contradict or conflict with advice given by your medical or healthcare team, then you are strongly advised to consult them first and adhere to the advice of your primary professional providers.

I do not claim to heal or treat any physical, mental or psychological conditions. I simply offer education, information about physical modalities, and guidance to encourage people to experience and access their optimal selves.

If you have any questions, please feel free to contact me via email: info@suzanneculberg.com.

**DOWNLOADS**

While I make every effort to ensure all my material is of the upmost quality, I take no responsibility for any viruses or other damage which may occur as a result of downloading materials from this website. Please ensure that you have appropriate internet security to protect yourself against any malicious attack that may occur without my knowledge or approval.

**EXTERNAL LINKS**

From time to time I may share links to external sites that I feel may be useful to those on a journey to improved health. I take no responsibility for the content of any external sites that may be linked to this website.

**THIRD PARTY ADVERTISEMENTS**

If third party advertisements are displayed on this website, the content is generated by the third-party advertisement provider. I am not responsible for the content of those advertisements. If you chose to follow an advertisement displayed on my site and engage in a transaction with a third-party vendor, I take no part in and have no responsibility for that transaction. Please make sure you read the terms of any third party site before purchasing so that you can make an informed decision.

**SPECIFIC COURSES OR PRODUCTS**

I provide 1:1 and group coaching in relation to the mindset of weight loss. In the future I hope to offer other programs and resources, including a book I am currently writing about my own experiences with releasing weight and building a healthy body.

My intention in offering these services is to support my clients to eat when they are hungry, stop when they are full, overcome mindless eating habits, and develop the habit of moving their body regularly, so that they can reach and maintain their ideal body with ease.

**My Responsibility**

My qualifications for offering this service include:

* Bachelor of Medical Science with Honours, University of Tasmania
* Certified practitioner of Neuro-linguistic Programming
* Certificates 3 and 4 in Fitness

I will only recommend approaches and strategies that I have personally experienced and consider safe, ethical, achievable, practical and valuable for clients. I will not recommend any approach that I have discerned as being dangerous, unachievable or not directly impactful in a positive way.

**Your Responsibility**

Everybody is different, and what works for one person may not work for you. Sudden and excessive changes of activity level or food intake can be harmful. I always advocate gradual change. Please consult with your primary healthcare provider before making any major lifestyle changes or embarking on unfamiliar activities. You are responsible for your own health, safety and well-being, so please, conduct your own research, seek professional advice and make informed decisions before taking action. I take no responsibility for your physical safety when consuming this content or in any training or sessions. If something I recommend causes you concern, or results in unexpected side effects, it is your responsibility to let me know and, if necessary, seek immediate professional assistance. You are responsible for providing your own safe environment. When you use this site or choose to work with me, you accept full responsibility for protecting yourself, even if you apply some of the principals or techniques mentioned here.

**Problems**

Results are not guaranteed. Results may (and do vary) as we are all individuals and are bodies respond differently to different techniques. I cannot guarantee that you will lose weight or achieve the body that you desire. There are too many factors involved that are beyond my control, including genetics, lifestyle, family circumstances, subconscious belief systems and more. I can only gently encourage you to change the habits that are standing between you and the results that you want.

Coaching is designed to take you from where you are now, to where you say you want to go. I will support and assist you along the way, but you are ultimately responsible for your own actions and results.

While I can provide support and guidance, it is up to you to consider the information that I provide and take action. Transformation comes from the application of the information - just knowing is not enough. Small consistent action will get results, not reading about others’ actions or thinking about your own action.

You know it, I know it, we’ve all tried diets before, we’ve all failed. We’ve all been sucked in by the scammers. There’s a chance that you might be triggered by some of this information, particularly in relation to reflection on diets you may have tried and failed in the past. Lasting change is gradual and slow. It is too easy to try my suggestions for a short period of time and if you don't get results 'fast enough', to blame me and my methods. Please be aware of this, and if you have any concerns reach out to me so I can support you to see the changes that are occurring and help you adapt your plan to one that is realistic for your situation.

I understand that I am not a good fit for everyone. If I feel we are not well-matched to work together for any reason, I will endeavor to refer you to another appropriately qualified professional

Coaching is not therapy, nor a substitute for therapy. My services are no way to be considered a treatment for a medical condition. If I feel that your circumstances are beyond the scope of coaching that I provide or if I feel that you are in need of some professional assistance, I may recommend that you seek counselling or other form of therapy. If you are currently undergoing treatment or therapy, you should continue to do so, and consult your provider before working with me.

None of the content on this site is intended as financial, legal or medical advice. All of the activities suggested on this site are to be done solely at your own discretion, taking full responsibility for your own well-being.

**Suitability**

This site and my programs are intended for females who have had a long-term struggle with their weight and wish to release weight without following a specified diet program.

If this is not you, the content on this site may not be applicable for you, as it was not created with you specifically in mind. You are still welcome here, but please tailor any information provided to suit your specific needs.

If you don’t fit this description but would still like to discuss whether I am able to help you, please reach out by sending me an email, and we can see if my services can be tailored to suit your needs.

Bodies are amazing things, they are capable of fantastic transformations and it is my desire to help you achieve your goals. However, we must be realistic here. If you want to look like a model, I may not be able to help you. Your results will be dependent on your personal circumstances (including genetic makeup) and how much effort you are willing to put in, and a range of other factors that are beyond my control.

When starting to work on our bodies many of us think, “if only I could lose weight then I will be happy, and everything will be fixed.” I just wish to highlight that when we lose weight, we are still us, the only difference is that we physically take up less space. Weight loss does not automatically equal happiness. I don’t say this to be discouraging, I just say this from a place of care, because often losing the weight can uncover a whole new host of personal development issues to process. I can help you through this, having been through it myself, but I just want to be clear that often the surface problem, which is the weight, is hiding deeper issues, and some people may find this confronting.

# Intellectual Property

The content of this website is protected by copyright. No portion of this website may be copied or replicated in any form without my written consent. The content of this website is intended for personal, non-commercial use only. The content may not be sold or copied without written permission. You may share my information freely on social media as long as it is linked back to this website.

I own the unregistered trade mark in the name Health Without Shame™ and you may not use this mark for any purpose without my express permission.

# Payment Terms

**Forms of Payment**

Purchases made from the website can be paid for with Paypal or Stripe.

**Payment Plans**

Single sessions must be paid for in full prior to the delivery of the session.

Payment plans are available on request for ongoing coaching packages. Payments must be up to date for coaching to take place.

It is your responsibility to ensure payment occurs on time and your details are up to date. If a payment is late, a $25 administration fee will be charged to cover the cost of my time in following this up and organising new payment details with you.

Please be aware that sessions will not be conducted unless your payment is up to date. I respect your time and will be here for you when you need me, but you need to respect my time and the effort I put in to supporting you. If you do not ensure that all payments are up to date, your session will be forfeit. If payment is forthcoming within 48 hours of the missed session, then I will reschedule. Even if a session is forfeit you still must pay for it as part of the package cost. You agree that this is reasonable, as it reflects the time that I have held open for you, which could have been used to assist other clients.

By joining my ongoing coaching program you are making a full-on commitment to your health and wellbeing. There is no pausing for Christmas, or school holidays or birthdays, or similar. What that says to me is that you really don’t want or are not ready to do this work and you are not committing. If that is the case, you are welcome to book some single sessions and pay the higher price for them to get support for where you are. There is no shame in realizing honestly that if you are not prepared to go ahead with our work together for the entire amount of time, then single sessions may be better suited to your needs. If you’re in this program, then you need to be all in. We don’t pause because life doesn’t pause, lasting transformation doesn’t happen in a vacuum, it happens in every day life, with all its ups and downs. You have signed up to work with me because you want accountability and support to change. I will support you through the mindset wobbles, but if I consistently see that you are not doing what you say you intend to, or you are consistently making excuses, I will call you on that behavior. There are no refunds if you quit, because you are making a promise to yourself and paying me to hold you to that promise.

Having said this, I understand that emergencies do happen, if you’re in an emergency situation please contact me and we will arrange some alternative arrangement.

**Security Policy**

Online payments are accepted via PayPal or Stripe. I keep no personal records of customer credit card details. Credit card details are entered directly into the payment platforms and immediately encrypted for client security. The last 4 digits are made available for the client to distinguish which card has been used for payment, but no other details are available due to encryption. If you have any concerns, please consult the security policies of the relevant payment platform.

# **Delivery**

My Zoom details will be provided in your booking confirmation email. All sessions will be conducted via zoom unless phone is requested. If you would like a phone session, please notify me at least 1 hour prior to the commencement of the session.

For all sessions please make sure you are in a quiet location, where you will not be disturbed. You might like to have a glass of water and tissues nearby, as sometimes, the work we do together can get quite emotional.

If you need to reschedule a session, you must provide me with 24 hours’ notice so I can open that slot up to another client. Please be aware that if less than 24 hours’ notice is provided, the session will be considered as forfeit and no refund or reschedule will be allowed. Exceptions may be made at my discretion, in outstanding circumstances only. In our work together, we will be focusing on helping you set healthy boundaries and respect yourself by sticking to them. You therefore agree that it is entirely reasonable for me to ask that you respect my boundaries too.

**For zoom sessions**

Click on the provided link at the designated session time. If you are late the session will still conclude at the designated finishing time. I will wait for 15 minutes and attempt to contact you with a reminder before I will consider a session to be unattended and, consequently, forfeit.

**For phone sessions**

I will call you on the number provided, at the designated time. If you do not answer I will try once more to call you. Then I will send you a text. If you reply by text within 15 minutes from the designated start time, I will call you back although the session will still conclude at the designated time. If you do not respond within 15 minutes the session will be considered forfeit and no refund or reschedule will be available.

# **Returns Policy**

**Order fulfillment policy**

If for any reason, I cannot fulfil my responsibilities to provide a service, and the situation appears likely to be ongoing or long-term, I will issue you with a pro-rata refund for any unused sessions.

**Change of mind**

Please consider your purchase very carefully before booking. There is a 50% charge if you cancel before our first (or single) session, because I have held the space open for you and I haven’t been able to book other clients into that time.

Once a coaching package has commenced, there is no refund available. You agree that this is reasonable if I am to assist you with carrying out your intentions and holding you accountable. However, if an issue arises and you are concerned or unhappy with our work together, I will meet with you to discuss your concerns and attempt to negotiate a win/win solution. In this situation, please contact me via email so we can arrange a time to discuss your situation on zoom or by phone.

I do not want to trap you into a relationship if your circumstances have seriously changed or you find that, despite your best efforts, you really cannot do the work at this time. In that situation, you must give me one months’ notice to cancel our contract, after we have talked the situation over together and agreed that the timing is not right for you. There will be a $25 administration fee and, if you have paid in advance, I will issue a pro-rata refund for any unused sessions.

# Consumer Guarantees

**Minor Problem**

From time to time a link provided on this website may not work. If this happens please notify me and I will correct the issue.

If you are purchasing a product or service that involves material being downloaded from Dropbox, it is your responsibly to let me know if you don’t know how to direct download a Dropbox link and I will provide instructions on how to do so.

If you are concerned that you are not receiving my emails, please notify me and I will resend. If you still don’t receive emails, it is your responsibility to provide me with an alternate email address.

If my internet cuts out during a session, I will endeavor to call you via phone to continue the session. If we are unable to continue, we will reschedule the remainder of the session for a future day.

Similarly, if your internet drops out, we can continue by phone. If we are unable to continue via phone and it’s a once off, I will reschedule the remainder of the session for another day. However, please be aware that if a session is interrupted more than once, you will forfeit the rest of the session. It is your responsibility to ensure that you have a reliable method of contact to allow us to work effectively together.

In the event that I am unwell, or my children are unwell, and I need to cancel a session, I will notify you as soon as possible and we will reschedule.

If you are unwell and fail to provide 24 hours’ notice, I will reschedule once. If it happens again, your session will be forfeited (at my discretion).

If you forget about a scheduled session, the session is forfeit. I do send two reminder emails, one 24 hours prior to the session and the second email one hour before to reduce the likelihood of this occurring.

I understand that these policies may sound tough and uncaring. The opposite is true! I fully get that resistance and self-sabotage can be sneaky things and can lead to us making all kinds of excuses and manifesting all kinds of external reasons to justify keeping us safe and avoiding change. However, our goal in working together is to give you experience at setting intentions and following through with them. You have come to me because you are fed up and you want things to change. If I facilitate the excuses, then I am not serving you. Call it tough love, if you like, but please understand that by enforcing my boundaries, I am supporting you to step up and become the person you have declared that you want to be.

**Major Problem**

I will feel there is a major problem if you do not follow through on your commitment and take the agreed upon action between our sessions, and I will call you on this. Part of the reason you are hiring me is to hold you accountable, I take that responsibility seriously and I will tell you if I see that you’re not fulfilling the commitments that you’ve made or working towards the goals that we’ve set together. This is never done to shame you, but to remind you of the commitment that you have made to yourself and to me.

If you are not willing to do the work between sessions, you will not see results. I will talk with you about what is happening and why, and if the situation does not change, I will suggest that you take a break from coaching, or that you might be better served somewhere else. If your circumstances change and you find that you are ready to commit to doing the work, I would be happy to commence working with you again.

If you feel that there is a major problem with my services, please notify me in writing so that I can have clarity around what you’re feeling. This needs to be done as soon as you become aware that there is a problem. Please don’t let a problem snowball. It is your responsibility to tell me if anything is not working for you, or if anything is coming up for you, or if you have any concerns. I am not a mind reader.

The sooner you bring it to my attention, the sooner we have the chance to work through it and resolve it together.

# **Visitor Information**

**RESPECTFUL COMMUNICATION**

Please keep all communication respectful. Any comments that are deemed unacceptable because they are rude or offensive will be deleted. My opinion on such issues is final.

**RESPONSIBLE ENGAGEMENT**

I offer a closed Facebook group for my VIP clients. In this group we are high vibe and supportive. We share wins and celebrate with each other. If you are having struggles, I don't want you to ignore them, but please private message me or bring it up in your 1:1 session so I can support you individually. If you do want to share in the group, make sure you share the lesson and how you are going to learn from the experience, because the Facebook group is a place where we move forward, not sit in our struggles.

**THIRD PARTY CONTENT**

Any content shared on this site that is created by a third party is the responsibility of that company and not me personally. Please go directly to that company should you have any feedback on their content.

# **Jurisdiction & Dispute Resolution**

**JURISDICTION**

I am located in Tasmania, Australia. This agreement is subject to the governing law of Tasmania.

**NEGOTIATION**

If you have any issue or complaint arising out of your use of this website or these terms and conditions, you and I agree to make a genuine effort to resolve the dispute through negotiation and discussion.

**MEDIATION**

If we are unable to resolve a dispute by negotiation and discussion within 14 days, we agree that we must proceed to mediation with the assistance of an accredited mediator. The mediator is to be appointed by agreement between us or, failing agreement within twenty-one (21) days of the first notification of the dispute, by a person appointed by the Chair of Resolution Institute, (ACN 008 651 232, Level 2, 13-15 Bridge Street, Sydney NSW 2000; telephone: 02 9251 3366, email: infoaus@resolution.institute) or the Chair’s designated representative. The Resolution Institute Mediation Rules shall apply to the mediation. We agree to share the costs of mediation equally between us.

**LITIGATION**

It is a condition precedent to the right of either of us to commence litigation, other than for interlocutory relief, that we have first offered to submit the dispute to mediation. Litigation is to be considered a last resort and may not be commenced until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.