

Terms of Agreement

**Nutrition for Performance Ltd trading as Nutrition4Performance of 51 Washington Drive, Windsor SL4 4NR
("we" or "us")**

Agreement

1. Please ensure that you read this agreement carefully as not only does it form the legal relationship between us, it also provides useful information about the practical side of your therapy. When you sign this agreement (or if you fail to do so, by attending the first session), this document will constitute a legally binding agreement between us.

Sessions and cancellations

2. Our therapy sessions ("Sessions") are scheduled for dates, times and durations as set out in your individual Wellbeing Plan. The Sessions will take place at the times and on the dates that we have pre-agreed. All sessions will take place at a location agreed between us or online using a link provided by us unless you are notified otherwise.

2.1 Where Sessions are held in third party venues, you must comply at all times with such venue's policies and rules in relation to such venue (particularly fire safety and health and safety rules). You may be required to leave the venue if you do not comply with such policies and rules (and we shall not be obliged to refund you any amounts paid in relation to such Session).

2.2 You are responsible for your own belongings that you take to a Session and neither we nor any third party venue can be held liable for any loss, damage, theft or destruction of any of your belongings.

2.3 If you cause any loss or liability to a third party (eg by not complying with their policies), you must reimburse us in full and indemnify us against any claim from any third party (and associated costs and expenses (including professional fees)) arising out of your actions or inactions while at a third party venue.

3. It is very important that you turn up for the Sessions on time. Please plan to arrive early in case of heavy traffic or some other delaying factor, or if joining an online session allow time for logging on glitches. Unfortunately, if you arrive late for your Session, we will not be able to continue past the scheduled end time due to the scheduling of other clients (and we will not be obliged to provide any refund to you). If logging on to a Session online, it is your responsibility to ensure that you are in a safe and private location.

4. We may ask you to complete a questionnaire before we meet for the first time and at other times during our sessions. It is very important that you answer these questions honestly and completely, and return them to us within the time frame specified as these answers will be the foundation for our sessions.

5. If you need to cancel a Session, you may do so without charge if you provide at least 24 notice to us. You must give us this notice by sending an email to us at Julie@n4p.co.uk. If you provide less than 24 hours' notice of cancellation or miss a Session, you will be charged the full payment for that Session.

6. You will need to implement any recommendations made to you between our Sessions in order to gain the most from them.

7. Although the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Regulations") may apply to the provision of services provided under this agreement, you agree that we may commence the performance of the services before the end of the 14 day cancellation period referred to in the Regulations. If we have already started work on the services by the time you cancel the agreement, you agree to pay us any costs we have reasonably incurred in starting to perform the services. If we have provided the

services in full before the expiry of the cancellation period, then you lose the right to cancel. If you cancel this agreement and we have not commenced performance of the services and you have made any payment in advance for services that have not been provided to you, we will refund these amounts to you. Subject to the above, you may cancel this agreement at any time within the cancellation period by using the Form of Cancellation set out in the Appendix to this Agreement.

Fees and payments

8. We may offer you a free initial session. Following the initial free session we will charge you the agreed fee for the Services provided to you. This is payable in advance of the first Session and if payment has not been received in cleared funds prior to the Session, we will not proceed with the Session. Sessions provided as part of a package are payable in advance.

Confidentiality

9. We may discuss matters that are sensitive in nature during our sessions. Subject to clause 10 below, we will keep all of such information confidential.

10. We may disclose certain of your information in the following circumstances:

- a) Where you consent to us sharing your information.
- b) Where we are compelled to disclose your information by court or by regulations or laws.
- c) Where we consider you or somebody else to be at risk or to prevent illegal acts or harm to you or to others.

11. As is good practice in therapy, Julie Babis is part of supervision groups. You agree that she may disclose any issues which arise out of the Sessions with her supervisor and/or supervision group but she agrees only to disclose such issues on a general basis and without disclosing your name.

12. We keep notes of our sessions in order to refer back to you in instances when this may be useful. These notes are stored in password protected documents or locked in filing cabinets

13. Julie Babis is bound by the Code of Ethics of BANT and CNCH. A copy of the Code of Ethics may be viewed at <https://bant.org.uk/> and at <https://www.cnhc.org.uk/>

Liability – READ THIS SECTION CAREFULLY

14. Nothing in this agreement shall limit liability for death or personal injury caused by negligence or by fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.

15. The Sessions shall be provided with due care, skill and ability. Other than this, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of nutritional therapy and/or coaching, no guarantees of any particular results can be made. The degree of benefit obtainable from the programme may vary between clients with similar health conditions and following a similar health programme. As with any endeavour, success is dependent on many factors, most notably your personal motivation, commitment and openness to following the programme.

16. There shall be no liability for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by you as a result of you entering into this agreement.

17. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the total price paid by you for the sessions in the 12 months preceding any claim.

18. If we are prevented from or delayed in performing my obligations by your act or omission or by any circumstance outside of my control, we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

19. We utilise health testing and the supply of supplements from third party providers. We take no responsibility for the services and products they provide and refer you at all times to their terms and conditions.

20. The provisions of this liability section shall survive termination of this agreement.

Data Protection and Intellectual Property

21. We use and process your personal data in accordance with our Privacy Notice that you can view at www.nutrition4performance.co.uk.

22. We are the owner or the licensee of all Intellectual Property Rights and all other rights in the materials and content that we use within the Sessions and nothing in this agreement or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in such material or content to you or to any other. You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials that we use in the Sessions. We grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content or material used in the Sessions for the purposes for which the Sessions were provided only.

23. You may not without my prior written consent make any audio and/or visual recordings of all or any part of our Sessions. We may make audio and/or visual recordings of our Sessions with your permission.

Termination

24. We may terminate this agreement at any time on immediate notice to you. If we do so, we will provide a pro rata refund for any Sessions that have not been used at the time of termination.

Medical Disclaimer

25. Any information or guidance we provide is not a substitute for the consultation, diagnosis, and/or medical treatment of your doctor or healthcare provider.

26. You must not rely on any information or guidance we provide you with as an alternative to medical advice from your doctor or healthcare provider and we expressly disclaim all responsibility, and shall have no liability, for any damages, loss, injury, or liability whatsoever suffered by you or any third party as a result of your reliance on any information or guidance we provide you with.

27. If you have any specific questions or concerns about any medical matter, you should consult your doctor or healthcare provider as soon as possible.

28. If you think you may be suffering from any medical condition, you should seek immediate medical attention from your healthcare provider. Do not delay seeking medical advice, disregard medical advice or discontinue medical treatment because of information or guidance we provide you with.

29. If you are receiving treatment from your GP, or any other medical provider, you should tell him/her about any nutritional strategy provided in your programme. This is necessary because of any possible reaction between medication and the nutritional programme.

General

30. This agreement is formed in England and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

I hereby agree to these terms and conditions

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Signature

Date.....