

1:1 Coaching Terms & Conditions

1. Background

- 1.1. Amy Carter Health Ltd (“ACH”) is a private limited company registered in England & Wales with company number 15835369 and its registered address at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ.
- 1.2. ACH provides a range of health & wellbeing services, including 1:1 health coaching services.
- 1.3. You agree to purchase 1:1 Health Coaching Services from ACH; namely, the Coaching Package, on the terms set out in this Contract.

2. Definitions

- 2.1. “**1:1 Health Coaching Services**” means the health coaching services which ACH shall provide You under this Contract.
- 2.2. “**ACH**” refers to Amy Carter Health Ltd.
- 2.3. “**Booking Confirmation**” means the email You receive following your purchase of the Coaching Package, confirming the details of such purchase.
- 2.4. “**Coaching Package**” means the specific package of 1:1 Health Coaching Services which You have purchased from ACH, as confirmed in your Booking Confirmation; further details about such Coaching Package can be found at Schedule 1.
- 2.5. “**Coaching Sessions**” means all health coaching sessions which are provided to You by ACH under this Contract, including any Initial Consultation and Follow-up Consultations, as may be applicable and as detailed in Schedule 1.
- 2.6. “**Confidential Information**” means all information of a confidential nature (in whatever form) which is shared by You and received by ACH under this Contract, relating to the 1:1 Health Coaching Services, including: (a) any information relating to Your health, diagnosis, symptoms, medications, dietary and exercise habits, sleep, stress, health goals and progress; and (b) all information marked as confidential.
- 2.7. “**Contract**” refers to these 1:1 Coaching Terms & Conditions, including Schedule 1.
- 2.8. “**Fee**” means the total price of the Coaching Package, as set out in Schedule 1 or separately agreed between You and ACH in writing.
- 2.9. “**Follow-up Consultation**” means any coaching session provided to You by ACH under this Contract, other than an Initial Consultation.
- 2.10. “**Force Majeure Events**” means an unforeseeable or unavoidable event, condition or circumstance which beyond Your and/or ACH’s reasonable control, resulting in such party being unable to perform its obligations under this Contract either wholly or in part. Such events, conditions and circumstances include (but are not limited to) acts of God, war, natural disaster and pandemic.
- 2.11. “**Health Review Form**” means the document titled ‘Health Review Form’ which ACH shall provide to You ahead of the Initial Consultation.
- 2.12. “**Initial Consultation**” means the initial health consultation which may be provided to You by ACH, as set out in Schedule 1.
- 2.13. “**Intellectual Property**” means intangible property including (but not limited to) creations, artistic works, designs, symbols, names and images which ACH has rights, titles, interests and/or ownership in.
- 2.14. “**Longstop Date**” means the date by which all Coaching Sessions included within Your purchased Coaching Package must be completed, to be calculated in accordance with Schedule 1.
- 2.15. “**Package Completion**” means the event which signifies completion of the Coaching Package, as set out in Schedule 1.
- 2.16. “**Scope of Practice**” means types of actions and processes which ACH is permitted to undertake during the course of 1:1 Health Coaching Services, as set out in clause 6.
- 2.17. “**You**”, “**Your**” and “**Yours**” refers to the individual who is hereby agreeing to this Contract and who shall be ACH’s client under the Coaching Package purchased.

3. Commencement and Term

- 3.1. This Contract shall commence upon being accepted by You, as You may express via ticking the applicable checkbox when placing your order for the Coaching Package.
- 3.2. Subject to any early termination as permitted by clauses 15.2 or 15.3, the Contract shall terminate upon Package Completion.

4. Basis of Contract

By signing this Contract, You agree to purchase 1:1 Health Coaching Services in accordance with the details and terms set out in this Contract.

5. Supply of Services – ACH’s Obligations

- 5.1. Subject to clause 5.2, during the supply and delivery of 1:1 Health Coaching Services, ACH shall:
 - 5.1.1. Make reasonable endeavours to deliver 1:1 Health Coaching Services in a safe and effective manner, including by: (a) reviewing the information provided by You in the Health Review Form, (b) updating Your Health Coaching Plan and sending this to You following Coaching Sessions, and (c) checking-in with You between Coaching Sessions;
 - 5.1.2. Subject to clauses 7.1 and 7.3, take reasonable steps to appropriately tailor the education, support and suggestions provided to You; and
 - 5.1.3. Act in accordance with the Scope of Practice.
- 5.2. Notwithstanding clause 5.1, ACH:
 - 5.2.1. Takes no responsibility for the suitability of the Coaching Package or 1:1 Health Coaching Services; and
 - 5.2.2. Provides no warranties as to the effectiveness of the Coaching Package or 1:1 Health Coaching Services.

6. Scope of Practice

This clause sets out ACH’s Scope of Practice in respect of the provision of 1:1 Health Coaching Services:

- 6.1. ACH’s role is to support You to develop the confidence to make conscious, sustainable lifestyle choices which are aligned with improved health and Your health-related goals via education, support and/or suggestions.
- 6.2. The following are excluded from ACH’s Scope of Practice:
 - 6.2.1. Diagnosing physical and/or mental health conditions;
 - 6.2.2. Treating or claiming to cure physical and/or mental health conditions;
 - 6.2.3. Providing detailed dietary advice or writing detailed meal-plans;
 - 6.2.4. Providing therapeutic protocols, treatments or nutritional supplements; and
 - 6.2.5. Ordering or interpreting diagnostic tests such as blood, urine or saliva tests.

7. Your Obligations and Acknowledgements

Informing ACH and Health Care Practitioners

- 7.1. You shall inform ACH of the following:
 - 7.1.1. all medical conditions You have been diagnosed with;
 - 7.1.2. all health-related symptoms You are experiencing;
 - 7.1.3. all treatments You are receiving from Your General Practitioner or other healthcare provider;
 - 7.1.4. all medications, herbal medicines & supplements You are taking; and
 - 7.1.5. whether You are pregnant, breastfeeding or plan to become pregnant or begin breastfeeding in the near future.
- 7.2. You shall inform ACH of the matters set out in clause 7.1 by, but not limited to, the following methods:
 - 7.2.1. Completing the Health Review Form completely and accurately and sending it to ACH in accordance with clause 9.4;
 - 7.2.2. When prompted by ACH, discussing such information in more depth during Coaching Sessions;
 - 7.2.3. If, during the Contract term, the information provided by You is no longer complete, accurate or up to date (whether because of circumstantial change or otherwise), providing

ACH with updated, accurate information without undue delay.

7.3. You shall inform ACH without undue delay if:

7.3.1. You do not understand any part of the information or support provided to You by ACH as part of Your Coaching Package; or

7.3.2. You feel uncomfortable with any aspect of the 1:1 Health Coaching Services.

7.4. If you are receiving treatment from your General Practitioner or other medical provider, You shall inform them about the health & lifestyle changes which You are implementing as part of the 1:1 Health Coaching Services.

Role of 1:1 Health Coaching Services Alongside Other Healthcare

7.5. You acknowledge:

7.5.1. ACH's Scope of Practice;

7.5.2. that information provided by ACH during the course of 1:1 Health Coaching Services is not medical or mental health advice, nor is it intended to replace such advice;

7.5.3. that 1:1 Health Coaching Services are not a substitute for professional medical care, nor should they prevent You from seeking advice or treatment from any other healthcare practitioner; and

7.5.4. that unless otherwise agreed by ACH in writing, You are responsible for contacting your General Practitioner or other healthcare provider(s) regarding: (a) your health concerns; and (b) any concerns for which, during the course of the 1:1 Health Coaching Services, ACH recommends further medical or healthcare investigation.

Suitability of 1:1 Health Coaching Services

7.6. You acknowledge:

7.6.1. the information, support and suggestions provided during the 1:1 Health Coaching Services may not be appropriate for others;

7.6.2. the effectiveness and degree of benefit experienced as a result of health coaching will vary between individuals, including individuals with similar health concerns to Yours and those who are following similar programmes; and

7.6.3. You are free to decide whether to purchase any products, try any recipes or try any exercises that may be discussed during the 1:1 Health Coaching Services or suggested by ACH; however, You are under no obligation to do so. In the case of exercise, ACH advises that You seek further professional advice from your General Practitioner, personal trainer and/or other qualified professional before changing your exercise routine, and it is your responsibility to do so as You see fit.

General – Coaching Sessions

7.7. You are solely responsible for ensuring that You have the equipment and devices required to join Coaching Sessions via video-call, such as (but not limited to) a strong internet connection and laptop or PC.

7.8. You shall not record Coaching Sessions using any form of digital media, except with the written permission of ACH.

8. Consumer Rights & Your Right to Cancellation

8.1. Nothing in this Contract affects Your legal rights under Consumer Rights Act 2015, or other consumer statutory rights.

8.2. You have the right to cancel this Contract at any time during the 14 calendar days following the day on which You complete the purchase of the Coaching Package. If You would like to exercise this right, please send a written notice in accordance with clause 16.7.

9. General Terms – Rescheduling, Booking Confirmation and Practicalities

9.1. You shall be responsible for booking all Coaching Sessions, in each case ensuring that each booking is:

9.1.1. made with at least 48 hours' notice; and

9.1.2. scheduled for a date which falls before the Longstop Date, unless otherwise agreed by ACH in writing.

9.2. You may reschedule Coaching Sessions on the condition that:

9.2.1. You give at least 48 hours' notice in advance of the original Coaching Session time; and

9.2.2. ACH confirms the rescheduling.

9.3. ACH may reschedule Coaching Sessions where there is a reasonable business need to do so; in the event that this happens, ACH will consult with You to find a suitable alternative timeslot.

9.4. You shall complete and send the Health Review Form to ACH, as completely and accurately as reasonably possible, at least 48 hours prior to the Initial Consultation; otherwise, ACH reserves the right to reschedule the Initial Consultation.

9.5. Your booking of the Coaching Package shall be confirmed upon Your completion of ACH's online booking form and Your payment of, and ACH's receipt of, the Fee.

9.6. All Coaching Sessions shall take place remotely, via video call.

9.7. Unless otherwise agreed by ACH in writing, Coaching Sessions (including any rescheduled sessions) must take place before the Longstop Date.

10. Intellectual Property

10.1. You acknowledge that ACH shall retain all rights, titles, interests and ownership over all and any Intellectual Property which may be provided to You during the course of 1:1 Health Coaching Services.

10.2. Unless otherwise authorised by ACH in writing, You shall only use materials, resources and other information provided by ACH during the 1:1 Health Coaching Services if You use them for:

10.2.1. Your own personal use; and

10.2.2. purposes directly connected to the Coaching Package.

10.3. Unless otherwise authorised by ACH in writing, You shall not share the materials, resources or similar (referred to in clause 10.2) with third parties.

11. Payment and Refunds

11.1. Subject to Clause 12.2 and unless otherwise agreed in writing, You shall pay ACH the Fee on ACH's website upon booking the Coaching Package.

11.2. Full payment of the Fee is required in advance of commencing the Coaching Package; ACH reserves the right to withhold all 1:1 Health Coaching Services until ACH has received the applicable Fee.

11.3. The Fee is non-refundable, except for in the following limited circumstances:

11.3.1. You exercise Your right to cancellation (as described in clause 8.2) and, upon ACH's receipt of your notice, no Coaching Sessions have been held, in which case the Fee which ACH has received from You will be refunded in full; or

11.3.2. You exercise Your right to cancellation (as described in clause 8.2) and, upon ACH's receipt of Your notice, some Coaching Session(s) have been held, in which case You will be entitled to a partial refund accounting for the Coaching Sessions for which You have paid but not received; or

11.3.3. In accordance with clause 15.2.2, ACH cancels the 1:1 Health Coaching Services for business-related reasons, in which case You will be entitled to a partial refund accounting for the Coaching Session(s) for which You have paid but not received; or

11.3.4. In accordance with clause 15.2.3, a Force Majeure Event means that, in ACH's reasonable view, it is near-impossible to continue with the 1:1 Health Coaching Services, in which case you will be entitled to a refund accounting for the Coaching Session(s) for which You have paid but not received.

12. Confidentiality

ACH shall take reasonable steps to protect your Confidential Information and shall not share it with third parties, except where You have provided Your informed consent, it is required by law or if ACH reasonably believes that such sharing is required in order to protect Your health or life.

13. Limitation of Liability

13.1. Subject to clause 13.2, ACH's total aggregate liability under or in connection with this Contract (whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall not exceed the total of the Fee received by ACH from You under this Contract, which has not already been refunded to You.

13.2. This Contract shall not limit or exclude liabilities which cannot be limited or excluded by law, including (but not limited to) liability for death and personal injury caused by negligence.

14. Indemnity

You agree to indemnify ACH against all liabilities, claims, expenses, actions, costs, damages or further loss arising as a result of or in connection with your breach of this Contract.

15. Termination and Consequences

15.1. Subject to clause 15.2, this Contract shall terminate in accordance with clause 3.2.

15.2. ACH may terminate the Programme and this Contract upon written notice to You if:

15.2.1. You commit a material breach of this Contract and, in the case of a breach reasonably capable of being remedied, You do not resolve the breach within 30 days of ACH sending You a written notice to do so;

15.2.2. In ACH's reasonable view, business-related reasons mean that it is near-impossible to continue with the 1:1 Health Coaching Services; or

15.2.3. In ACH's reasonable view, a Force Majeure Event means that it is near-impossible to continue with the 1:1 Health Coaching Services.

15.3. You may terminate the 1:1 Health Coaching Services and this Contract upon written notice to ACH if ACH commits a material breach of this Contract and, in the case of a breach reasonably capable of being remedied, ACH does not resolve the breach within 30 days of You sending ACH a written notice to do so.

16. General

16.1. Neither You nor ACH shall be liable or otherwise responsible to the other, nor be deemed to have breached this Contract as a

result of any delay or failure to fulfil a contractual term to the extent that such delay or failure is caused by or results from acts beyond the impacted party's reasonable control including, but not limited to, Force Majeure Events.

16.2. Neither You nor ACH shall assign any rights or interests, nor shall either party sub-contract any obligations under this Contract to third parties.

16.3. This Contract constitutes the entire agreement between You and ACH in respect of the 1:1 Health Coaching Services and supersedes all prior agreements, understandings, negotiations and discussions, whether they were written or oral. You acknowledge that You have not relied on any statement, promise, assurance, warranty, representation or undertaking which is not set out in this Contract and shall waive any remedy in respect of any statement, promise, assurance, warranty, representation or undertaking which is not expressly incorporated in the Contract. However, this clause 16.3 does not attempt to exclude liability for fraud or fraudulent misrepresentation.

16.4. No variation of this Contract shall be valid unless agreed in writing and signed by both You and ACH.

16.5. The failure of ACH to exercise or enforce any rights or obligations under this Contract shall not be deemed to be a waiver of such rights or obligations, or bar the exercise or enforcement of them at any time afterwards.

16.6. The unenforceability of any single provision within this Contract shall not affect the enforceability of any other provision.

16.7. All notices sent to ACH under this contract shall be sent to info@amycarterhealth.co.uk, with the subject line "IMPORTANT: CONTRACTUAL NOTICE".

16.8. A legal or natural person who is not party to this Contract shall have no rights to enforce the Contract pursuant to Contracts (Rights of Third Parties) Act 1999, nor shall they have rights to enjoy the benefit of any clause in this Contract.

16.9. This Contract shall be governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction over any claim, dispute or matter arising under or in connection with this Contract.

Schedule 1 – Coaching Packages Details

Coaching Package:	New Client Health Coaching Package	Follow-up Health Coaching Package	Pay-as-you-go Health Coaching Session
Coaching Sessions	1 x Initial Consultation (90 mins) and 1 x Follow-up Consultation (45 mins)	3 x Follow-up Consultations (45 mins each)	1 x Follow-up Consultation (45 mins)
Other items included	<ul style="list-style-type: none"> Detailed review of your health, lifestyle, symptoms and goals (following you sending me your completed Health Review Form) Remote check-in and support via email/WhatsApp between sessions (as may be reasonably expected) Personalised Health Coaching Plan (<i>updated after each session – may include recipes, shopping lists, mindset exercises, behavioural tools and bespoke 'cheat sheets', as may be appropriate to support you & your goals</i>) 3-month habit tracker 	<ul style="list-style-type: none"> Remote check-in and support via email/WhatsApp between sessions (as may be reasonably expected) Personalised Health Coaching Plan (<i>updated after each session – may include recipes, shopping lists, mindset exercises, behavioural tools and bespoke 'cheat sheets', as may be appropriate to support you & your goals</i>) 	<ul style="list-style-type: none"> Remote check-in and support via email/WhatsApp for two weeks following your coaching session (as may be reasonably expected) Personalised Health Coaching Plan (<i>updated after each session – may include recipes, shopping lists, mindset exercises, behavioural tools and bespoke 'cheat sheets', as may be appropriate to support you & your goals</i>)
Package Completion	ACH sends you an updated Coaching Plan following your Follow-up Consultation	ACH sends you an updated Coaching Plan following your third Follow-up Consultation	ACH sends you an updated Coaching Plan following your Follow-up Consultation
Longstop Date	2 months following the date of purchase	3 months following the date of purchase	1 month following the date of purchase
Fees	£245	£295	£110