

Shine Squad Coaching Terms and Conditions

I am so pleased you have decided to use my services or resources - please read the following important terms and conditions before you commit to using them.

This contract sets out:

- your legal rights and responsibilities;
- my legal rights and responsibilities; and
- certain key information required by law.

The intention is that it will bring clarity to our relationship, protect both of us and take care of the business side of things so that we can get on with the good stuff! Please let me know if there are any clauses that you do not understand or that contradict your understanding of my services.

In this contract:

'I', 'me' or 'my' means Emma Colsey-Nicholls trading as Metabolic Makeover LTD and

- 'You' or 'your' means the person buying or using my services and resources.

If you would like to speak to me about any aspect of this contract, please contact me by e-mail at info@emmacolseynicholls.com

BACKGROUND

I provide health and lifestyle mindset coaching.

I am a limited company with company number 08201369 and with its registered office at 161 Preston Road, Lytham St Annes, FY8 5AY .

1 Introduction

- 1.1 If you buy coaching services from me ('services') you agree to be legally bound by this contract.
- 1.2 If you use any of my free resources (for example podcasts, workbooks, discovery sessions or any other resources I may offer free of charge from time to time) you also agree to be legally bound by this contract as appropriate, excluding the clauses relating to payment and consumer rights legislation.
- 1.3 When buying any services or using any resources you also agree to be legally bound by:
 - 1.3.1 my website terms of use and privacy policy;
 - 1.3.2 extra terms which may add to, or replace, some of this contract, for example any specific written contract between us;
 - 1.3.3 specific terms which apply to my services, for example programme or service descriptions which may be set out on the webpage for that programme or in email correspondence between us. If you want to see these specific terms, please visit the relevant webpage for the programme or look at the services description I have sent you in an email or request it from me.

All these documents form part of this contract as though set out in full here.

2 Information I give you

- 2.1 Certain sections of this contract only apply to you and me if you are a 'consumer', that is if you are an individual acting for purposes which are wholly or mainly outside your business or profession. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that I must give you certain key information before a legally binding contract of sale between you and me is made (see the summary box below). I shall give you this information in a clear and understandable way either in this contract or the relevant programme or service description we agree between us.

I shall give you information on:

- the main characteristics of the services you are buying
- who I am, where I am based and how you can contact me
- the price of the services
- the arrangements for payment, carrying out the services and the time by which I shall carry out the services
- how to exercise your right to cancel the contract in the cooling off period if you are a consumer
- my complaint handling policy

3 Ordering services from me

3.1 Below, I set out how a legally binding contract to buy services between you and me is made:

3.2 You place an order either on the site by clicking on the relevant payment link or I shall send you the link by email. Please read and check your order carefully before submitting it.

3.2.1 When you place your order at the end of the online checkout process by clicking on the payment link on my site. This acknowledgement does not, however, mean that your order has been accepted.

3.2.2 Any quotation given by me before you place an order for services is not a legally binding offer by me to supply such services. Any prices set out in a quotation remain valid for 14 days.

3.2.3 When you decide to place an order for services with me, this is when you make a legal offer to buy such services from me.

3.2.4 I may contact you to say that I do not accept your order, for example if I do not think my services are right for you or there has been a mistake in the pricing or description of the services, or my circumstances have changed since I gave you the quotation for the services .

3.2.5 I shall only accept your order when I confirm this to you by sending you a confirmation email or start to provide the services, whichever happens earlier. At this point:

- (a) a legally binding contract will be in place between you and me, and
- (b) I shall start to carry out the services as set out in the programme description on this website or in a services description agreed between us.

4 Carrying out the services

4.1 If you are a consumer you have protection under consumer rights legislation, including that the services must be carried out with reasonable care and skill.

4.2 I shall carry out the services within the time period which is set out in the relevant programme or services description.

4.3 All coaching sessions including additionally purchased sessions (including rearranged sessions) must be taken within the timeframe specified in the programme description or services description or they will expire.

4.4 [\[make sure you are very clear about your re-scheduling policy; this will save you hassle further down the line\]](#) You can rearrange any coaching sessions during a coaching programme providing you give me at least 24 hours' notice. If you give me less than 24 hours' notice, fail to turn up for a session, you will be deemed to have taken the session and you will not be able to reschedule it or entitled to any compensation for missing it.

- 4.5 All sessions take place remotely via the means of communication agreed with you in advance. There may be an additional charge for face to face meetings.
- 4.6 Please note that I may record our calls for training purposes and administration purposes and by entering into this contract with me you consent to the recording of our calls for these purposes.
- 4.7 My carrying out of the services might be affected by events beyond my reasonable control. If so, there might be a delay before I can restart the services. I shall make reasonable efforts to limit the effect of any of those events, I shall keep you informed of the circumstances and I shall try to restart the services as soon as those events have been fixed. Examples of events which might be beyond my reasonable control include illness, IT issues and problems with internet connectivity or if you change the services you require from me and I have to do extra preparation.

5 Your responsibilities

- 5.1 You will pay the price for the services in accordance with the programme or services description.
- 5.2 You will provide me with such information and assistance (and ensure that any information is complete and accurate) as I reasonably need to provide the services.
- 5.3 You and I shall agree a method of communicating with each other between sessions and adhere to that method.
- 5.4 Coaching is not therapy or counselling. It may involve all areas of your life. You acknowledge that deciding how to handle any issues which may arise, the choices you make in relation to them and whether or not you follow through on any agreed action is exclusively your responsibility. For this reason, although I fully expect great results to come from our coaching sessions, I cannot guarantee any specific outcomes or that all clients will achieve the same results. The results are entirely dependent on your commitment and the effort you put in to the programme and the actions we agree.
- 5.5 My role is to offer you guidance and accountability and help you make positive lifestyle changes in order to make progress towards your goals. The information I provide to you is not medical advice and is not intended to take the place of seeing licensed health professionals.
- 5.6 Coaching does not treat mental disorders and is not a substitute for counselling, mental health care or medical treatment of any kind. By entering into this agreement you confirm that you will not use it in place of any form of counselling, therapy or medical treatment.
- 5.7 If you are currently receiving treatment from a doctor or other healthcare professional, by entering into this agreement you confirm that you have consulted with this person regarding the advisability of working with a coach and that this person is aware of and supports your decision to proceed with the coaching programme described in the relevant programme or services description.
- 5.8 You will keep me informed of any changes to your medical health or personal circumstances.

6 Charges and payment

- 6.1 The price for the services is set out in the programme or services description.
- 6.2 I agree to payment by instalments, in which case a supplementary fee will be chargeable. The relevant programme or services description will state payment instalment options.
- 6.3 The fees are non-refundable except for:
 - 6.3.1 if you are a consumer, your right to a 'cooling off' period as described below; and
 - 6.3.2 where I cancel a programme other than under 12.3 below, you are entitled to a partial refund for sessions which you have paid for in advance and which you have not received.

In all other circumstances I am not able to refund to you any of the payments you have made, even where you do not complete your sessions with me, as payment is for the programme as a whole, not individual sessions. This is a reflection of the amount of preparation I need to put into the programme to make it most effective for you and the amount of time I shall dedicate and set aside for preparing for and attending our sessions together. This policy also helps you with your own accountability and commitment to improving your life through my coaching programme.

In view of my clear no-refund policy, I do not tolerate any type of chargeback threat or actual chargeback from your credit or debit card company. In the event that a chargeback is placed on a purchase or I receive a chargeback threat during or after your purchase, or after the end of the cooling off period if you are a consumer, I reserve the right to report the incident to credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as non-payment on your account which could have a negative impact on your credit rating.

6.4 My refund policy is as follows:

6.4.1 if you are a consumer, you have the right to a refund during the 'cooling off' period, as described below;

6.4.2 where you wish to cancel this contract and you give me one month's notice in writing.

6.5 Payment is via the payment button on this website or as agreed between us.

6.6 If any of your payments are not paid on the due date, I may charge interest on any balance outstanding at the rate of 4 percentage points a year above HSBC Bank plc's base rate.

7 Cooling off period for consumers

7.1 If you are a consumer you have the right to cancel this contract within 14 days without giving any reason. You are a consumer if you are an individual acting for purposes which are wholly or mainly outside your business.

7.2 The cancellation period will expire 14 days after the commencement of the contract.

7.3 However, if you confirm to me you wish me to start to provide the services during the 14 day cancellation period then you lose your right to cancel. At this point my refund policy set out in clause 6.3 will apply.

7.4 If you cancel this contract in accordance with the cooling off period in clause 7.1, I shall reimburse to you all payments received from you promptly and using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise.

8 Intellectual property

If I provide you with any materials, whether digital or printed, any intellectual property in those materials belongs to me and unless we agree otherwise you can only use those materials for your own personal use and you may not share them with third parties.

9 How I may use your personal information

9.1 I shall use the personal information you give to me to:

9.1.1 provide the services;

9.1.2 process your payment for the services; and

9.1.3 inform you about any similar products and services that I provide, though you may stop receiving this information at any time by contacting me.

9.2 All information shared by you will be kept strictly confidential, except when releasing such information is required by law and/or where I consider it necessary to do so because of concerns of risk to yourself or others.

9.3 I shall not give your personal information to any third party unless you agree to it.

10 Confidential information

10.1 All information shared by you will be kept strictly confidential, except when releasing such information is required by law and/or where I consider it necessary to do so because of concerns of risk to yourself or others.

10.2 Where you participate in any group sessions, for example as part of a group coaching programme, you agree to keep strictly confidential any information shared by participants in those group sessions and not to share it with any third parties. You will not use the confidential information of any

participant of a group session for your own benefit except with the explicit consent of that participant.

- 10.3 The obligations in clauses 10.1 and 10.2 will not apply to information which:
- 10.3.1 has ceased to be confidential through no fault of either party;
 - 10.3.2 was already in the possession of the recipient before being disclosed by the other party; or
 - 10.3.3 has been lawfully received from a third party who did not acquire it in confidence.
- 10.4 Your and my confidentiality obligations under this clause will continue after termination of this agreement.

11 Resolving problems

- 11.1 In the unlikely event that there is a problem with the services, please contact me as soon as possible and give me a reasonable opportunity to sort out any problems with you and reach a positive outcome.
- 11.2 I may at my option vary or re-perform the services if there is a problem and the terms of this agreement will apply to any re-performed services.
- 11.3 If you are buying services from me nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

12 End of the contract

- 12.1 If a programme or services description specifies a length of time for services to be provided, then subject to clause 12.2 below, the services will terminate at the end of that timeframe.
- 12.2 If I provide services to you on an ongoing basis and the relevant programme or services description does not specify a timeframe then either you or I may terminate the services by one month's written notice to each other.
- 12.3 Either you or I may terminate the services and this agreement immediately if:
- 12.3.1 the other party commits any material breach of the terms of this agreement and, in the case of a breach capable of being resolved, the breach is not resolved within 30 days of a written request to do so. The written request must expressly refer to this clause and state that this contract will be terminated if the breach is not resolved; or
 - 12.3.2 the other party commits or threatens to commit or is threatened with any act of insolvency under the Insolvency Act 1986.
- 12.4 If this contract is ended it will not affect my right to receive any money which you owe to me under this contract and it will not operate to affect any provisions that expressly or by implication survive termination.

13 Limit on my responsibility to you

- 13.1 Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury), I am not legally responsible for any:
- 13.1.1 losses that:
 - (a) were not foreseeable to you and me when the contract was formed
 - (b) that were not caused by any breach of these terms on my part
 - 13.1.2 business losses, including loss of business, loss of profits, loss of management time and loss of business opportunity.
- 13.2 My total liability to you is limited to the amount of fees, if any, paid by you for the services.

14 Disputes

- 14.1 I shall try to resolve any disputes with you quickly and efficiently.

14.2 If you and I cannot resolve a dispute using my internal complaint handling procedure and either of us want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract.

14.3 The laws of England and Wales will apply to this contract.

14.4 In the event of a dispute between us, you and I agree not to engage in any conduct or communications, including on social media, designed to disparage my or your website, products and services.

15 Entire agreement

These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, assurance or warranty given by or on behalf of me which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16 Third party rights

16.1 No one other than a party to this contract has any right to enforce any term of this contract.