

## TERMS AND CONDITIONS

Please READ carefully. By purchasing this product, the following Terms and Conditions are entered into by The Positive Method Ltd (“Company”, “we”, or “us”) and You (“Client” or “You”) agree to the following terms stated herein.

Agreed terms

### 1. TERM OF ENGAGEMENT

#### 1.1.

By applying to be a member of the product, you agree to the following Terms and that these prevail over any inconsistent terms or conditions contained, or referred to, elsewhere or as implied by law, trade custom, practice or course of dealing. The agreement between myself and you, the person or entity applying to be a member of our course (“you”) and which is subject to these Terms (“Contract”), shall come into effect upon you applying to be a member of our course and shall continue until terminated in accordance with these Terms. You are engaging me as a Nutritional therapist and coach to provide the Services to you on these Terms.

### 2. SESSIONS AND CANCELLATION

2.1 I shall provide you with not less than one weekly coaching sessions, each of which shall be approximately 40 minutes long.

2.2 Each group coaching session (“Session”) will be a group session.

2.3 The Sessions will take place at the dates, times and venues as agreed between us and evidenced by our email communications, although I reserve the right to change the date, time and venue for any reason including for circumstances that are outside of my control. I will where possible provide you with at least 24 hours notice of any change to date, time or venue.

2.4 If you are not able to attend a Session for any reason (including due to us changing the date, time or venue), you will not be entitled to any refund.

2.5 Sessions are held within the community wsd  
online via Zoom

2.6 The materials I deliver as part of your Course do not in any way constitute advice or

recommendations. I provide training and guidance only. I am not able to advise you on your individual circumstances via this Course.

### 3. MY DUTIES

3.1 I shall provide the Services with due care, skill and ability.

3.2 Due to the nature of coaching, I do not guarantee any particular results and no claims are made as to the efficacy of any nutritional protocols.

3.3 Nutritional advice is not a substitute for professional medical advice and/ or treatment.

3.4 Standards of professional practice in Nutritional Therapy are governed by the BANT Code of Ethics and Practice. 2

3.5 If for any reason I am unable to provide the Services at the agreed time, for example due to ill health, I will provide you with as much notice as possible and I shall reschedule the Session for another time.

### 4. YOUR DUTIES

4.1 You are responsible for contacting your GP about any health concerns.

4.2 If you are receiving treatment from any medical provider, you should tell them about any nutritional strategy provided by myself. This is necessary because of any possible reaction between medication and then nutritional programme.

### 5. FEES

5.1 The total price payable for the Course is as set out on the order form. You may make payment via the methods that are specified on the order form. Where the payments are stated on the order form to be made in instalments or are recurring payments, you agree that I may take these payments automatically without any further consent or notice from you.

5.2 The total fee is payable in advance of the first group coaching session.

5.3 All payments are non-refundable.

5.4 You shall be responsible for all travel, accommodation and other subsistence costs and all other expenses incurred by you in connection with your participation in the Sessions.

5.5 All sums payable under this agreement shall become due immediately on termination of this agreement, despite any other provision. This clause 5.5 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.

## 6. CONFIDENTIAL INFORMATION

6.1 I acknowledge that in the course of providing the Services I will have access to Confidential Information relating to you and your affairs and I agree not to (except in the proper course of my duties) use or disclose to any third party any Confidential Information. This restriction does not apply to: (a) any use or disclosure authorised by you or required by law; (b) any use or disclosure which I in my absolute discretion consider necessary or advisable in order to prevent illegal acts or harm to you or to others; or (c) any information which is already in, or comes into, the public domain otherwise than through my unauthorised disclosure.

6.2 You must keep all information discussed in the group coaching sessions strictly confidential. 3

## 7. DATA PROTECTION AND INTELLECTUAL PROPERTY

7.1 You acknowledge and agree that your personal data will be processed by and on behalf of me as part of me providing you with the Services. You agree that I may also share your personal details with other participants in the group sessions (including such details as your email address).

7.2 I am the owner or the licensee of all Intellectual Property Rights and all other rights in the materials and content that I use within the group coaching sessions and nothing in this agreement or otherwise shall transfer the ownership of the Intellectual Property Rights in such material or content to you or to any other person.

7.3 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 I use in the group coaching sessions.

7.4 I 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 group coaching sessions for the purposes for which the sessions were provided only.

7.5 You may not without my prior written consent make any audio or visual recordings of all or any part of our group coaching sessions.

7.6 You acknowledge that certain information contained in the Materials is already in the public domain.

## 8. TERMINATION

8.1 Either of us may terminate the Contract if the other is in material breach of any of these Terms.

8.2 We may terminate the Contract immediately (without any liability to provide any refund to you) if we reasonably feel that you are not participating fully in the group sessions, that you are disrupting the group sessions or for any other reason where we reasonably feel that your presence is adversely impacting on the group sessions.

8.3 On or before the date of termination of the Contract, you shall immediately pay any unpaid fees or other sums payable under the Contract.

8.4 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of either of us as at the date of termination, including the right to claim in respect of any breach of the Contract which existed at or before the date of termination.

8.5 Clauses which expressly or by implication have effect after termination shall continue in full force and effect after the date of termination of the Contract, including the following clauses: 4 clause 6 (Confidential Information), this clause 7, clause 9 (Limitation on liability) and clause 14 (Governing law and jurisdiction).

## 9. STATUS

The relationship between us will be that of independent contractor and nothing in these Terms shall render me your employee, worker, agent or partner.

## 10. LIMITATION ON LIABILITY

10.1 Nothing in this clause 9 shall limit my liability for death or personal injury caused by my

negligence or for my fraud or fraudulent misrepresentation or for any matter for which liability cannot legally be excluded or limited. 10.2 I shall not be liable 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 the Contract and me providing the Services.

10.3 My total liability under any law or in relation to the performance (or contemplated performance) of the Contract shall in all circumstances be limited to the total price paid by

you for the Services. 10.4 If I am prevented from or delayed in performing my obligations by your act or omission or by any circumstance outside of my control, I shall not be in breach of the Contract or liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay. 10.5 The provisions of this clause 9 shall survive termination of the Contract.

#### 11. ENTIRE AGREEMENT AND PREVIOUS CONTRACTS

You acknowledge and agree that: (a) These Terms constitute the entire agreement and understanding between us and supersede any previous arrangement, understanding or agreement between us relating to the provision of the Services; (b) in entering into the Contract you have not relied on anything said by any person (including any third party) relating to the provision of the Services.

12. VARIATION We may vary these Terms at any time as we deem fit (other than in relation to the fee payable and the number of sessions to be provided). We shall where possible provide you with advance notice of such variation. 5

#### 13. THIRD PARTY RIGHTS

13.1 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

#### 14. GOVERNING LAW AND JURISDICTION

14.1 The Contract and any dispute or claim arising out of the Contract shall be governed by and construed in accordance with English law.

14.2 We each 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 the Contract.

## FEES

In consideration of Your access to the Positive Method Club, You agree to pay the one off joining fee followed by monthly fees listed on the landing page for the plan that you choose.

The Company will lock in monthly payment amount for Your future Membership payments, even if we increase our prices in the future, so long as you continue to be an active subscriber without interruption in your Membership. However, if You or we terminate Your subscription at any time and You re-subscribe at a later date, You must purchase a new subscription at the current price.

Recurring monthly payments are due and will be charged to your card on the same calendar day each month (if, for example, you sign up on April 12, your card will be charged again on May 12, June 12, and so on).

If You choose monthly payments, you agree to continue making a monthly payment until you request a cancellation according to the Cancellation Policy set forth below, or until we terminate your subscription. In the event that any payment is not made by the due date, the Company shall immediately suspend Your access to the Membership.

## METHODS OF PAYMENT

You give us permission to automatically charge your credit or debit card for all fees and charges due and payable to the Company, without any additional authorization, for which you will receive an electronic receipt. You also agree that the Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

Regarding recurring payments and outstanding invoices: If all eligible payment methods we have on file for you are declined for payment of your monthly or annual fees, you must provide a new eligible payment method promptly or your Membership access will be removed.

You agree to reimburse the Company for all collection and/or legal fees and expenses necessitated by lateness or default in payment.

Since we have a clear and explicit Refund Policy that you have agreed to prior to completing the purchase of the Membership, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company or payment processor. In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

## CANCELLATION POLICY

If you would like to cancel Your monthly subscription, You may request to do so at any time. However, please note that in order to avoid being charged for the next month, You must notify the Company of your request to cancel at least 1 business day before your next bill date. Once We process your cancellation request, You will no longer be charged. Payments for the next billing cycle will not be refunded, so please make sure to cancel at least 1 business day prior to Your upcoming billing date.

We do not provide any refunds for monthly subscriptions.

Upon cancellation of your subscription you will no longer have access to the members-only portal and will be removed from the club prior to the last business day of the month in which your membership is active. All assets in the members-only portal are not downloadable during the term of your active subscription.

If you have any questions or problems, please let us know by contacting our support team directly.

### The Nutritional Therapy Descriptor

Nutritional Therapy is the application of nutrition science in the promotion of health, peak performance and individual care. Nutritional therapy practitioners use a wide range of tools to assess and identify potential nutritional imbalances and understand how these may contribute to an individual's symptoms and health concerns. This approach allows them to work with individuals to address nutritional balance and help support the body towards maintaining health. Nutritional therapy is recognised as a complementary medicine and is relevant for individuals with chronic conditions, as well as those looking for support to enhance their health and wellbeing.

Practitioners consider each individual to be unique and recommend personalised nutrition and lifestyle programmes rather than a 'one size fits all' approach. Practitioners never recommend nutritional therapy as a replacement for medical advice and always refer any client with 'red flag' signs or symptoms to their medical professional. They will also frequently work alongside a medical professional and will communicate with other healthcare professionals involved in the client's care to explain any nutritional therapy programme that has been provided.

### The Nutritional Therapist (NT) requests that the Client notes the following:

- The degree of benefit obtainable from Nutritional Therapy may vary between clients with similar health problems and following a similar Nutritional Therapy programme.
- Nutritional advice will be tailored to support health conditions and/or health concerns identified and agreed between both parties.
- Nutritional therapists are not permitted to diagnose, or claim to treat, medical conditions.
- Nutritional advice is not a substitute for professional medical advice and/or treatment.
- Your Nutritional Therapist may recommend food supplements and/or functional testing as part of your Nutritional Therapy programme and may receive a commission on these products or services.
- Standards of professional practice in Nutritional Therapy are governed by the CNHC Code of Conduct.
- This document only covers the practice of Nutritional Therapy within this consultation, and your practitioner will make it clear if he or she intends to step outside this boundary.

### The Client understands and agrees to the following:

- I am responsible for contacting my GP about any health concerns.
- If I am receiving treatment from my GP, or any other medical provider, I should tell him/her about any nutritional strategy provided by my nutritional therapist. This is necessary because of any possible reaction between medication and the nutritional programme.
- It is important that I tell my nutritional therapist about any medical diagnosis, medication, herbal medicine, or food supplements, I am taking as this may affect the nutritional programme.
- If I am unclear about the agreed nutritional therapy programme/food supplement doses/time period, I should contact my nutritional therapist promptly for clarification.
- I understand that the advice is personal to me and may not be appropriate for others.
- I must contact my nutritional therapist should I wish to continue any specified supplement programme for longer than the original agreed period, to avoid any potential adverse reactions.

- Recording consultations using any form of electronic media is not allowed without the written permission of both me and my Nutritional Therapist.

We understand the above and agree that our professional relationship will be based on the content of this document. We declare that all the information we share during this professional relationship is confidential and to the best of our knowledge, true and correct.