

# TERMS & CONDITIONS



Helen Kimber  
Hero Lifestyle

**These are the Terms and Conditions of Helen Kimber trading as Hero Lifestyle of Woodlands, 1 Culbeck Lane, Euxton, Chorley, Lancashire PR7 6EP ('Hero Lifestyle').**

## **1. General**

- a. 'Client'- is any person, business or organisation which has contacted Hero Lifestyle requesting information about, or who has entered a Contract with Hero Lifestyle for the provision of Nutrition and Wellbeing seminars and workshops (the 'Services')
- b. 'Contract' – The legal agreement between Hero Lifestyle and the Client under these Terms and at the Fee agreed.
- c. 'The Fee'- The sum payable for the provision of the Services as agreed.
- d. 'Payment' – must be by BACS.
- e. 'Days'- Monday to Friday excluding UK Bank Holidays.
- f. The 'Website'- <https://www.herolifestyle.co.uk>.
- g. These Terms and Conditions will represent the whole of the agreement between Hero Lifestyle and the Client.
- h. These Terms and Conditions apply where the Client is acting in the course of a business or is any other organisation or body but not a private individual.
- i. These Terms and Conditions will take precedence over any other Terms and Conditions of the Client and by accepting the Proposal the Client accepts this.

## **2. Obligations of Hero Lifestyle**

- a. Hero Lifestyle will provide the Services to the best of their professional ability based on their qualifications and experience.
- b. Hero Lifestyle will maintain Indemnity Insurance.
- c. The decision of Hero Lifestyle as to if any Services can proceed and how this will be carried out is final.
- d. Hero Lifestyle will provide the Client and anyone attending a seminar or workshop (the Attendees) with education, information, tools, support, and motivation to improve their nutrition and wellbeing. However, no guarantees are given as to any outcome as everyone is individual and the result can be affected by the actions of the individual.

## **3. The Services**

- a. Following an initial inquiry all Clients are required to have a discovery call with Hero Lifestyle.
- b. If the Client wishes to proceed following the discovery call, then they will be sent a Proposal (The Proposal) setting out details of the Services offered and the Fee payable.
- c. The seminar or workshop must be held within three months of acceptance of the Proposal, or they will be lost even if a payment has been made.

- d. If a series of seminars or workshops is being provided the first one must be held within three months of acceptance of the Proposal and the series completed within a reasonable time thereafter or the sessions will be lost.

#### **4. The Fee**

- a. The Fee may include an initial administration fee and a session fee for provision of the Services.
- b. If an administration fee is being charged an invoice will be raised, and the administration fee must be paid before any preparation or other work is started.
- c. The session fee (either a set fee or an hourly rate) will be invoiced after provision of the seminar or workshop and must be paid within 30 days.
- d. If an Invoice is not paid within 30 days of issue, then interest at 8% per annum above the current Bank of England base rate will be payable together with the current recovery fees.
- e. All invoices must be paid in full without set-off, deduction or counterclaim.
- f. If the Client's system requires the issue of a Purchase Order or other procedure to ensure prompt payment of the invoice this must be attended to at the outset.
- g. Any delay in payment due to the Clients failure to properly follow their own procedure will lead to additional charges being raised for late payment in addition to those above.

#### **5. Rescheduling Policy**

- a. The Client must give at least two weeks' notice to postpone any seminar or workshop or that session will be lost.
- b. Any session postponed must be rescheduled within one month or it will be lost.
- c. Hero Lifestyle reserves the right to reschedule any Services without any liability to the Client if it is necessary due to matters beyond its control.
- d. If the Client attempts to reschedule a session as second time Hero Lifestyle reserve the right to consider that session to be lost.

#### **6. Cancellation Policy**

- a. If the Client decides to cancel the Services without rescheduling the Fee charged will remain payable.

#### **7. Client Obligations**

- a. The Client and Attendees must always be honest and act in good faith.
- b. The Client and Attendees must read and make sure they understand all information given to them verbally and in any documentation supplied by Hero Lifestyle. If they do not understand they must ask for clarification until they do understand.
- c. The Client and Attendees must comply with all advice and instructions given to them by Hero Lifestyle or be responsible for the consequences of such action.
- d. The Client remains responsible for the behaviour of the Attendees including their prompt attendance at seminars and workshops. Attendees must always show respect towards Hero Lifestyle and fellow attendees.

- e. The Client and Attendees should follow all advice and guidance supplied by Hero Lifestyle and in any documentation provided by them.
- f. If there are any problems immediately after Services, the Client must contact Hero Lifestyle as soon as possible.

## 8. Limitation of Liability

- a. Should Hero Lifestyle be prevented, hindered or delayed from performing their obligations under the Contract by circumstances outside of their control (including without limitation acts of God, flood, drought, earthquake, other natural disasters, epidemic or pandemic, a terrorist attack, war, civil commotion or riots, war, the threat of or preparation for war, armed conflict, the imposition of sanctions, embargo or breaking off diplomatic relations, nuclear, chemical or biological contamination, any law or action by government or public authority, the collapse of buildings, fire explosion or accident, any labour dispute or strike, non-performance by suppliers or subcontractors, interruption or failure of utility service, any action or order from the government, travel restrictions )Hero Lifestyle shall be relieved from performing their obligations and will not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations.
- b. Hero Lifestyle is not liable for any indirect or consequential losses to the Client, Attendees, or any Third Party.
- c. The Contract is exclusive to the Client and no Third Party shall have any rights under that Contract.
- d. Hero Lifestyle has no liability for any loss of profits, goodwill, reputation, special or indirect losses or any other business losses.
- e. Hero Lifestyle does not exclude liability for death or personal injury caused by the negligence of Hero Lifestyle or their employees, agents or subcontractors or fraud or fraudulent misrepresentation.
- f. The Client is liable for any reasonable costs, liability, damages, loss, claims, or proceedings arising from loss or damage to any equipment including that of any Third Party caused by the Client, its agents, or employees.

## 9. Intellectual property

- a. All copyright, trademarks and all other intellectual property rights in any Services documentation, logo, recordings of seminars/workshops, plans and other written materials (the Materials) shall remain always vested in Hero Lifestyle. Any attempt to copy any Materials, or reproduce, transmit, publish, display exploit, or create derivative items shall render the Client liable for damages.
- b. Upon payment in full of the Fee Hero Lifestyle will grant the Client an indefinite licence to use any Materials for the Clients' own business for the purpose set out in the Proposal.
- c. For the avoidance of doubt the Client can use any recordings of workshops and seminars for the instruction of attendees unable to attend the original event or attendees who wish to hear the session again. Unless specifically mentioned in the Proposal to use any recordings for other staff or contractors of the Client or to use them as part of any company training or induction or similar will always be outside the purpose set out in the Proposal. If the Client wishes to use the recording in this manner, they must seek the consent of Hero Lifestyle and pay the additional fee requested.
- d. If the Materials supplied by Hero Lifestyle are used by a Third Party for any purpose or not for the business of the Client as above, the Client will be liable to Hero Lifestyle for damages and any legal costs. They must take appropriate steps to ensure such use ceases immediately.
- e. If the Client wishes to use the content of the Materials in a way beyond as agreed with Hero Lifestyle, it must obtain written consent from Hero Lifestyle and pay any Fee requested before doing so.

- f. Any licence given by Hero Lifestyle to the Client will automatically terminate should the Client be discovered using the Materials supplied in breach of these Terms and Conditions.

## **10. General Data Protection Regulation**

Hero Lifestyle will comply with the General Data Protection Regulation (GDPR) and all other applicable Data Protection legislation. They will provide a copy of their Privacy Notice on their website. <https://www.herolifestyle.co.uk/>. Hero Lifestyle will only process data to the extent required to enable it to provide the Services or Product and as necessary to comply with its legal obligations. Hero Lifestyle may contact the Client with details of similar Services and offers in the future, as allowed by the GDPR.

## **11. Confidentiality**

All details and any information supplied by the Client to Hero Lifestyle will be kept strictly confidential by them. Any information supplied to Hero Lifestyle will be used by them solely for providing the Services unless obligated to provide it by law, court order, or any governmental or regulatory authority.

## **12. Severance**

If one or more of these terms are found to be unlawful or otherwise unenforceable, that provision will be deemed severed from the remainder of these Terms and Conditions, which will remain valid and enforceable.

## **13. Complaints**

Hero Lifestyle takes the care and wellbeing of all Clients very seriously and in the unfortunate event that a Client Is not happy with the service provided by Hero Lifestyle then:

- a. A complaint should be made as soon as possible to Helen Kimber. If the initial contact is by telephone the complaint must be put in writing to Hero Lifestyle within seven days. They will respond to discuss the concerns raised.
- b. Should the Client not be satisfied by the response Hero Lifestyle will arrange a meeting with the Client to discuss their concerns further and endeavour to find a solution.

## **14. Law**

These Terms and Conditions will be governed by the laws of England and Wales.