

# TERMS AND CONDITIONS



Helen Kimber  
Hero Lifestyle

Date: December 2022

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

## 1. General

- a. 'Client'- is any person who has contacted Hero Lifestyle requesting information about, or who has entered a Contract with Hero Lifestyle for the provision of Nutrition and Wellbeing Services (the 'Services').
- b. 'The Services'- are currently Lifestyle Services and the Hero Programmes.
- c. 'Member'- is any person who has paid the required subscription and been approved to join the Hero Programmes. A Member is a Client of Hero Lifestyle.
- d. 'Hero Programmes'- the provision of recorded sessions currently on yoga and fitness paid for monthly by subscription.
- e. 'The Fee'- The sum payable for the provision of the Services as agreed.
- f. 'The Membership Fee'- the subscription paid for access to the Hero Programmes.
- g. 'Payment' – by BACS and for Membership Fee by Wix payments through the Website.
- h. 'Days'- Monday to Friday excluding UK Bank Holidays.
- i. The 'Website'- <https://www.herolifestyle.co.uk>.
- j. These Terms and Conditions will represent the whole of the agreement between Hero Lifestyle and the Client.

## 1. Disclosure

- a. To safely provide the Services, the Client will be requested to supply certain information including completing a Medical Questionnaire in writing before anything is done. This information will be checked from time to time throughout the provision of the Services.
- b. The information must be provided completely and accurately by the Client as it will be relied upon by Hero Lifestyle in the provision of the Services.
- c. Any changes must immediately be passed to Hero Lifestyle. If the Client is unsure if the information is relevant, they must inform Hero Lifestyle and let them be the judge of relevancy.
- d. The Client understands that withholding medical information could put their health at risk. If issues arise because of information being withheld or incorrectly given, then Hero Lifestyle shall have no liability for the consequences.
- e. Hero Lifestyle are always available to discuss any concerns regarding any medical conditions or possible medical conditions, and it is for the Client to make full disclosure and act on any advice given including consulting their GP or other medical professional.
- f. Details of the Services and the risks involved will be explained to the Client. If the Client does not understand any of the information supplied, they must ask for clarification. They must fully understand that exercise in particular involves certain risks. By signing the consent form the Client is agreeing that they understand all the information given to them.
- g. For all medical information provided to Hero Lifestyle, the Client must provide their consent for the data to be retained by Hero Lifestyle as otherwise no Services can be supplied, and Hero Lifestyle will have no liability to the Client.
- h. Clients undertaking yoga or other physical exercise classes must complete a Physical Readiness Questionnaire (PAR-Q) and advise Hero Lifestyle of any changes whilst the Services continue.

### 3. 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 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 also the result can be affected by the actions of the Client.

### 4. The Lifestyle Services

- a. Following an initial inquiry all Clients are required to have a discovery call with Hero Lifestyle.
- b. If the Client is wanting individual sessions, they will then be provided with details of the Service offered. This will be blocks of 1, 2, 4 or 8 sessions. They will also be sent an invoice for the Fee based on the number of sessions chosen which is valid for 30 days.
- c. No Services will be provided until the Fee is paid and the initial paperwork including the Medical Questionnaire completed properly and returned.
- d. The length of each session will be agreed and will normally be 45 minutes to an hour. Attendance must be prompt as the session will finish at the allotted time whatever time it starts.
- e. If when the sessions are completed, it is mutually agreed further sessions would be beneficial more blocks can be booked and must be paid for in advance.
- f. If the Client is wanting to attend a course and wishes to proceed following the discovery call, then they will be sent an invoice for the Fee.
- g. The sessions must be started within three months of the issue of the Invoice, or they will be lost even if payment has been made.
- h. The sessions must be completed within a reasonable time from starting the sessions.

### 5. The Hero Programmes

- a. This is open to any private individual who Hero Lifestyle believe will benefit from the Services. That person is admitted as a Member when they have completed the Medical Questionnaire and set up the direct debit for monthly payments.
- b. Hero Lifestyle reserves the right to refuse membership or to terminate the membership.
- c. Any person wishing to become a Member must apply in the manner prescribed. If Hero Lifestyle approves their application the Member will be asked for their health details and required to set up a direct debit for the Membership Fee.
- d. The direct debit will be set up through the Website.
- e. No Services will be provided until the first Membership Fee is paid and the initial paperwork including the Medical Questionnaire completed properly and returned.
- f. The sessions will be delivered online once the Membership Fee is received, and the initial paperwork returned. The member will acknowledge that they will lose the right to cancel the Membership Services as a result.
- g. There are currently three categories of membership:
  - Bronze - two classes of yoga or fitness per week.
  - Silver - two classes of yoga and two classes of fitness per week.
  - Gold - two classes of yoga and two classes of fitness per week plus a nutrition tutorial per month.
- h. The Member will be provided with a recorded online session of either yoga or fitness in accordance with the level of membership. Sessions will normally be between 30 and 45 minutes long with some short additional 10-minute sessions.
- i. Gold Members will have access to a pre-recorded monthly webinar on nutrition.
- j. All recordings of the sessions will be delivered through the Website on a weekly basis.
- k. The Member must work their way through the sessions week by week in the order they are received to achieve the maximum benefit. The sessions will only be released from week to week.
- l. Additional topics of interest may be added over time.
- m. The Member will have the facility to contact Hero Lifestyle through the Website.
- n. All information is provided in good faith based on the expertise of Hero Lifestyle. However, it is for general information only. If the Client requires personal information and advice, they must arrange to have a personal

consultation for Lifestyle Services with Hero Lifestyle and pay the Fee applicable for that Service.

o. The membership is for a fixed period of 12 months.

p. If a Member wishes to cancel, they must email Hero Lifestyle and give one month's written notice. Until this is done the Member will remain responsible for the monthly Membership Fee until the end of the 12-month period.

q. The Membership Fee will not increase for the Member during the first 12 months provided the membership is continuous.

r. The Membership Fee will increase in the future for new Members. Should a Member leave the Hero Programmes but subsequently wish to re-join it will be at the Membership Fee applicable to new Members at that time of re-joining.

s. If any Membership Fee is not paid on the due date, then membership will be suspended until payment is received.

## 6. Rescheduling Policy for Lifestyle Services

a. The Client must give at least 48 hours' notice to postpone any session 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. The Services can be postponed or even cancelled by Hero Lifestyle in the interests of Client safety and welfare. This will include but is not limited to a failure by the Client to follow the advice given to them by Hero Lifestyle, e.g., if it transpires that the Client has not provided a full medical history. Hero Lifestyle has no liability to the Client in these circumstances. If Services have to be postponed or cancelled under this Clause and then rescheduling is at the discretion of Hero Lifestyle.

e. If the Client attempts to reschedule a session a second time Hero Lifestyle reserve the right to consider that session to be lost.

## 7. Cancellation Policy for Lifestyle Services

a. If the Client decides to cancel the Services without rescheduling or is deemed by Hero Lifestyle to be not fit for Services, the Fee charged will depend upon the period of notice given to Hero Lifestyle or otherwise at the discretion of Hero Lifestyle.

b. If less than 48 hours' notice is given of cancellation, then an administration fee equivalent to the Fee will be charged.

c. If the Client fails to attend the appointment for the Services without any notice, then the full Fee will be charged.

d. If Services are postponed or cancelled by Hero Lifestyle in the interests of the Client's safety and welfare any refund is at the discretion of Hero Lifestyle.

e. If the Services are a course and are booked online or by telephone the Client will have 14 days from the date of booking to cancel the appointment and have any payment refunded. If the Course starts within 14 days, the Client must pay for the cost of the Services provided in that time even if they cancel later. If the Services are completed within 14 days, then the right to cancel is lost.

## 8. Client Obligations

a. The Client must always be honest and act in good faith.

b. The Client 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 must complete the Medical Questionnaire accurately and without omission and if in doubt must speak Hero Lifestyle.

d. The Client must comply with all advice and instructions given to them by Hero Lifestyle or be responsible for the consequences of such action.

e. The Client must attend all sessions agreed and 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.

## 9. Force Majeure

- a. Should Hero Lifestyle be prevented, hindered or delayed from performing their obligations under any contract with the Client 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 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 or any third party.
- c. Any contract is exclusive to the Client and no third party shall have any rights under that contract.

## 10. Intellectual property

- a. All copyright, trademarks and all other intellectual property rights in any Services digital content, documentation, logo, 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 personal benefit.
- c. If the Materials supplied by Hero Lifestyle are used by a third party for any purpose or not for the personal benefit of the Client, 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.
- d. 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.
- e. 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.

## 11. General Data Protection Regulation

Hero Lifestyle will comply with the General Data Protection Regulation (UK 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 UK GDPR.

## 12. 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.

## 13. 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.

## 14. 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.

## 15. Law

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