



The Energised Mother Programme Terms and Conditions

Terms and conditions

Agreed terms

1. TERM OF ENGAGEMENT

1.1. These terms and conditions (“Terms”) apply to taking The Energised Mother Programme (“Course”) operated by Annie Breen Nutrition (“I”, “me”, “my” or “myself”). By applying to be a member of my course, 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 my course (“you”) and which is subject to these Terms (“Contract”), shall come into effect upon you applying to be a member of my 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 4 group coaching sessions, each of which shall be approximately one hour 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 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.

2.7 Learning modules are held online via Member Vault and shall be available to you for as long as Member Vault continues to operate, or until I no longer offer the Course, whichever is sooner.

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.

Annie Breen
NLP Practitioner and Registered Nutritional Therapist
Dip CNM, mBANT, CNHC
www.anniebreennutrition.co.uk



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

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 the nutritional programme.

4.3 If you are pregnant, think you might be pregnant, trying to conceive or breastfeeding, you should tell your GP about any nutritional strategy provided by myself. This is necessary because of any possible reaction between the nutritional programme and your baby.

4.3 You are responsible for requesting access to The Energised Mother Programme closed Facebook group.

5. FEES

5.1 The total price payable for the Course is as set out on Member Vault. You may make payment via the methods that are specified on Member Vault. Where the payments are stated on Member Vault 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.

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.

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).

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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 Course.

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 Course 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 the 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: clause 6 (Confidential Information), this clause 8, clause 10 (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 10 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 10 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

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

13. THIRD PARTY RIGHTS

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 Scottish law.

14.2 We each irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.