



# TERMS OF SERVICE

## 1. DEFINITIONS

- (a) 'The Nutritionist' is the person providing nutritional and healthy lifestyle advice to You;
- (b) 'You' means the person or entity receiving the Services;
- (c) 'Services' means nutritional and healthy lifestyle advice provided by the Nutritionist to You. The provision of Services commences when the Nutritionist starts assessment of your pre-consultation forms and food and lifestyle diary, unless a prior assessment is necessary for a Nutritionist to understand Your health situation better in order to plan and organise consultation plan for You;
- (d) These Terms shall apply to all sales of Services by the Nutritionist and shall prevail over any other terms or conditions contained in or referred to in any communication or implied by practice or course of dealings unless such terms or conditions were specifically agreed in writing;
- (e) A Contract under these Terms is for your benefit only, and is not intended to benefit or be enforceable by any third party under the Contract (Rights of Third Parties) Act 1999. You may not assign or transfer the Contract, whether in full or in part, to any third party without prior written consent of the Nutritionist;
- (f) If any provision of the Contract under these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, whether in full or in part, then this provision or its part shall to the extent of such illegality or unenforceability be deemed severable and the rest of that provision and other provisions will continue full force and effect;
- (g) The heading above each condition is for reference only and shall not affect or limit the interpretation and effect of these conditions.

## 2. FEES AND QUOTATIONS

- (1) A fee or a quotation by the Nutritionist is an invitation to treat and is not an offer. It may be withdrawn or amended at any time at the sole and absolute discretion of the Nutritionist and prior to accepting your Booking. Your Booking occurs on the earliest of the following two events:
  - (a) a written acknowledgement is issued to You confirming the Booking; or
  - (b) the Nutritionist begins the provision of the Services, which is the time the assessment of your pre-consultation forms and food and lifestyle diary begins.
- (2) You acknowledge that you do not rely on any representation made by the Nutritionist or any other third party. Any advice given by the Nutritionist is given without liability on her part. You are responsible for the suitability of the Services provided to you by the Nutritionist.

### 3. THE SERVICES

This Clause 3 outlines the services to be provided under this Contract.

- (a) The Nutritionist will provide the Services to You at the agreed time and location and for the agreed price.
- (b) The Initial Consultation runs up to 1-1,5 hours and each Follow-Up Consultation runs up to 45 minutes - 1 hour, unless expressly agreed otherwise in advance. If you require additional time, an additional consultation will need to be booked. The Nutritionist is not under any obligation to stay with you longer than the maximum time set for the consultation.
- (c) You acknowledge that the Nutritionist gives no warranty or representation to You (whether express or implied) in respect of the Services. In particular, whilst every effort is made to provide the Services to You in respect to time and location, no warranty or guarantee is given that the Services can be provided in such manner in any particular instance.
- (d) Nutritional therapy is the application of nutrition science in the promotion of health, peak performance and wellbeing. Nutritionist uses a wide range of tools to identify and assess potential nutritional imbalances and help a client understand how these contribute to his or her symptoms and health concerns. This approach allows the Nutritionist to work with individuals on many levels by addressing nutritional imbalances and supporting 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.
- (e) As every individual is unique, nutrition and lifestyle advice will be tailored to each client's individual profile, including gender, age, medical history, symptoms and conditions, body fat, level of fitness and activity, lifestyle and emotional relationship with food. Each individual will have his/her own dietary and wellbeing action plan that takes account individual features, aims to support medically established, diagnosed conditions and/or health concerns identified, and that dietary and wellbeing action plan will be agreed between both parties. More about the nature and benefits of the Services can be found on the FAQ page and Services page on [www.nutriupgrade.com](http://www.nutriupgrade.com) website.
- (f) The degree of benefit obtained from Services might vary between individuals with similar health problems and following similar nutrition and wellbeing plan and recommendations.
- (g) A nutritional therapy is not a substitute for a medical treatment or psychological and psychiatric therapies. The Nutritionist does not diagnose medical conditions and does not claim to treat them, but may help manage them through healthy diet and lifestyle and, if necessary, the use of supplements and cooperate with your medical doctor or mental health therapist in a joint pursuit for optimum health. There is no guarantee that the health concerns will be resolved.
- (h) The Nutritionist may communicate with your medical professional and will refer you to your medical professional should there be any warning signs or symptoms.
- (i) The Nutritionist does not provide email or telephone support in between consultations. If you have any queries or need extra support, an additional consultation will need to be booked.
- (j) Whenever there is a goal or a need to lose weight, the Nutritionist will provide Services in course of consultations only.

- (k) The number of consultations required to address your health concerns and help you achieve your goals will be assessed on a case by case basis.
- (l) In the cases where information relating to your health or essential information that helps work out a suitable strategy for you is not provided by you to the Nutritionist in the pre-consultation questionnaire, or is only provided in the after the provision of the Services has been commenced, then the additional consultations may be required to be booked to continue providing you the Services and the advice that is relevant and safe for you.

#### 4. PAYMENTS

- (a) The fees payable to the Nutritionist for the Services are as per the fees quoted and agreed for a particular Service, and number and length of consultations.
- (b) All payments are to be made in full. You may not withhold or set off any payment of any amount without prior written consent of the Nutritionist.
- (c) Payment terms for all Services will be communicated to you prior making the Booking or commencement of provision of Services, whichever is earlier.
- (d) If you do not make any payment on the due date, then, without prejudice to any other right or remedy available to the Nutritionist, the Nutritionist may:
  - (i) cancel or suspend any further provision of Services to you;
  - (ii) charge you interest at the rate of 4% above the base rate from time to time of National Westminster Bank Plc on the unpaid balance, to accrue on a day to day basis from the due date of payment until receipt by the Nutritionist of the full amount whether before or after any judgement; and
  - (iii) be indemnified by you against any costs and expenses incurred by the Nutritionist in recovering sums due or in exercising her rights pursuant to this Clause 4.

#### 5. VALIDITY PERIOD

- (1) When you make a payment for one or several consultations, package or a course, or any extra Services, the following validity periods apply starting from earlier of the date of making the payment and the due date for payment:
  - (a) 1 calendar month for the Initial Consultation
  - (b) 1 calendar month for each Follow-Up Consultation (regardless of the length of the consultation) or extra service
  - (c) 2 calendar months for "Starter Package"
  - (d) 3 calendar months for "Optimal Package"
  - (e) 4 calendar months for "Ideal Package"
  - (f) 12 weeks for a "Basic Course"
  - (g) 16 weeks for a "Classic Course"
  - (h) 1 calendar month for a 2-week course of "Continuous Support Programme"
  - (i) 2 calendar months for 4-week course of "Continuous Support Programme"
  - (j) 3 calendar months for 6-week course of "Continuous Support Programme"
- (2) If any consultation or consultations
  - (a) are not booked for any reason within a corresponding validity period specified in section (1) of this Clause 5; or
  - (b) are booked but are subsequently cancelled; or
  - (c) are postponed until unspecified date; or

- (d) are booked but you don't show up to the scheduled consultation, or if you turn up late for that consultation and the Nutritionist does not have an availability to extend the booked time slot,

the Nutritionist is under no obligation to either provide any Services which have not been completed by this date or to provide a refund, credit note towards new consultations or Services or similar in respect of the uncompleted Services. An additional booking and an additional payment must be made.

## 6. REFUNDS, CANCELLATIONS AND RE-SCHEDULING

- (a) When you book a consultation with the Nutritionist, she commits to having enough time available to serve you. Each booked time slot and the work that the Nutritionist does for each client prior to the actual consultation (includes research, thorough analysis, checking that recommendations are relevant, safe, evidenced based and informed, preparing recommendations list and action plan) affect how many other clients the Nutritionist can take on. For that reason, a refund cannot be made once the provision of Services has commenced or a Booking was made.
- (b) If you need to reschedule your appointment, please contact the Nutritionist as soon as possible, but at least 48 hours in advance. The Services rescheduled or cancelled by you with less than 48-hour notice or no-shows, shall be chargeable at 100% of the agreed fees.
- (c) If you are undergoing a course of consultations with the Nutritionist, she usually plans your consultations in advance. If you wish to discuss any certain points, subjects or questions, you must email the Nutritionist as soon as possible, but in any event at least 2 full working days before your next consultation. If you make any requests late, then your requests will be declined, but can be discussed at the next consultation, booked additionally if needed.
- (d) If you are late for your consultation, the Nutritionist may not always have an availability for extending your consultation time and the remained time will not be enough to go through all the necessary recommendations. In such cases, booking another appointment will be necessary.
- (e) Prior to a consultation, as a standard procedure, you will be asked to fill in a pre-consultation questionnaire and food and lifestyle diary (additional short specialised questionnaires may be necessary in certain cases). Please kindly return all your filled in forms and diary to the Nutritionist at least 5 working days before your booked consultation. This is to allow enough time for proper analysis, research, developing an action plan and getting all the recommendations ready for you. Returning the filled in forms and diary late or filling them only partially, might result in the booked consultation being either re-scheduled or focused on obtaining necessary details and information, and then an additional initial consultation might be required.
- (f) In the event the course or package is cancelled at the sole and absolute discretion of the Nutritionist after the provision of the Services has commenced (which is the time when the Nutritionist starts assessment of your pre-consultation forms and food and lifestyle diary) or after the Booking was made:
- you will still be charged in full for all the Services you have already received, including the upcoming cancelled consultation;
  - You will be charged at a standard rate and not the discounted rate applied when you buy a package;
  - You will be charged 50% fees for the remaining consultations.

## 7. SCOPE OF OBLIGATIONS AND LIABILITY OF THE NUTRITIONIST

- (a) The Nutritionist shall perform the Services with reasonable skill and care and to a reasonable standard.
- (b) It is not the obligation of the Nutritionist to provide you exclusively with the information or recommendations that are new to you, that you have not tried, heard of or read about before or keeping you entertained during the consultation.
- (c) For the avoidance of doubt, time shall not be of the essence and the Nutritionist is not responsible for the achievement of your goals at a particular speed and within particular timeframes.
- (d) Due to factors beyond control of the Nutritionist, although the Nutritionist uses her expertise to assist you in achieving the desired outcome, the Nutritionist cannot be held responsible for you achieving that outcome.
- (e) The Nutritionist reserves the right at her sole and absolute discretion to cease providing Services to you at any time during the course of the consultations.
- (f) You agree to the terms of liability waiver completed by you at all times during the provision of the Services by the Nutritionist.
- (g) Save as set out in these Terms and save for liability for death and personal injury caused by negligence, all express or implied conditions, representations or warranties as to description, quality or fitness for purpose or otherwise are expressly excluded. The Nutritionist shall not be liable for any direct loss, consequential loss or for any loss of profits, business revenue, goodwill or anticipated savings, (whether arising from breach of contract, tort, breach of statutory duty, misrepresentation or otherwise).
- (h) Without prejudice to Clause 7(g), liability of the Nutritionist to you is limited to the cost of the Services.
- (i) You will be liable to the Nutritionist for any direct losses, consequential loss, loss of profits, business revenue, goodwill or anticipated savings howsoever caused including your failure to comply with Clause 8 ("Your Obligations").
- (j) Your personal information will be kept confidential and will not be disclosed to any third party without your consent.
- (k) In some situations, it may be necessary to share basic information with your medical professionals involved in your care or inform them that the Nutritionist is working with you. The Nutritionist will ask your permission before giving information to anyone apart from medical professionals, such as your next of kin or contact person in case of emergency.
- (l) In certain cases of necessity (for example, if there is an immediate danger to yourself or others), however, the Nutritionist is required by law to disclose information that she holds about you, such as your doctor or hospital.
- (m) Please note that at Nutri Upgrade zero tolerance policy applies in relation to rude, aggressive, disrespectful, discriminatory, offensive behaviour and words. The Nutritionist reserves the right solely at her discretion to terminate this Contract with you without a refund.

## 8. YOUR OBLIGATIONS

To enable the Nutritionist to perform her obligations you agree to:

- (a) Co-operate with the Nutritionist at all times and comply with any reasonable requirements or advice by the Nutritionist.

- (b) You understand that nutritional therapy and healthy lifestyle advice is based not only on the assessment of your health but on information provided by you both in the questionnaires and food and lifestyle diary. You confirm that the you will provide the Nutritionist with all relevant, accurate and up to date information regarding your health, any medical diagnosis and history as well as medications, herbal medicine, or food supplements, you were taking before and throughout the Services as these may affect nutritional programme and that such information is wholly complete, accurate and a true representation of your overall health and medical history.
- (c) It is your responsibility to obtain all necessary permissions and consents from your medical providers, which may be required before the commencement of the Services, the cost of which shall be your responsibility.
- (d) If you are receiving treatment from your GP, other medical providers or complementary therapists, you should make them aware of any nutritional and lifestyle advice provided by Nutritionist. This is necessary because of any possible reaction between medication and the nutrition plan.
- (e) If the Nutritionist advises you to check any of the symptoms with your GP or medical professional, it is your responsibility to make arrangements to make appointment with your medical services provider and to have these symptoms checked.
- (f) If you are unclear about any aspects of the agreed nutritional therapy, you should contact Nutritionist promptly for clarification.
- (g) You must contact the Nutritionist should you wish to continue any specified dietary or supplement programme for longer than the agreed period, to avoid any potential adverse reactions.
- (h) Ensure that the locations where the Services shall be performed are safe, clean and hygienic at all times; and
- (i) Comply with such other requirements as may be set out in communication with you prior or upon making the booking for your consultation or otherwise agreed between you and the Nutritionist.

## 9. INTELLECTUAL PROPERTY RIGHTS

- (a) All intellectual property in any materials or plan given by the Nutritionist to you shall at all times remain exclusive property of the Nutritionist.
- (b) You must never distribute in any form, including but not limited to, electronic, oral, through social media or otherwise, whether in full or in part the recommendations, your individual nutrition, lifestyle and well-being plan, nor any materials that are given or emailed to you by the Nutritionist in the course of receiving Services.
- (c) Any material and recommendations that are given by the Nutritionist to you are solely and exclusively for your own personal use only. These are tailored for you based on many of your individual biological features and medical history. You must not distribute any material or recommendations, whether in part or in full, to any of your friends, colleagues and relatives or anyone else. Please note that as everyone is different and as a full thorough prior assessment is required for each individual, by sharing what was carefully recommended to you only, you may harm health of others. Always refer those you wish to help to the Nutritionist for a professional and suitable advice.
- (d) Recording consultations using any form of electronic media is not allowed without the prior written consent given by the Nutritionist.

- (e) Each party shall treat all Confidential Information (including Confidential Business information, including but not limited to trade secrets, processes, operations, style of works, marketing, identification of customers) belonging to the other party as confidential and safeguard it accordingly; and shall not disclose any Confidential Information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of the Contract.

## 10. JURISDICTION

The Contract under these Terms shall be governed and interpreted in accordance with English law.

## 11. AMENDMENTS

These Terms may be revised from time to time to incorporate variations and changes such as legislative, regulatory as well as changes in our Service or other relevant changes.

The revised Terms shall apply to Services from the date of publication of the revised Terms on the website. You should check this page occasionally to ensure you agree with any changes to the Terms. We may also notify you of changes to these Terms by email.

By continuing to obtain the Services from the Nutritionist you agree to be bound by the latest modified Terms. If you do not wish to agree to the changed Terms, then it will not be possible for the Nutritionist to provide you the Services and cancellation policy will apply.

These Terms were most recently updated on 29 August 2023.