

TERMS AND CONDITIONS FOR THE SUPPLY OF TRAINING SERVICES AND ANNUAL COACHING LICENSE FOR THE RECALIBRATE WELLBEING® PROGRAMME

for FREELANCE COACHES

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Charges: the charges payable by the Trainee for the supply of the Training in accordance with clause 8 (Charges and payment).

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.5.

Contract: the contract between the Trainer and the Trainee for the supply of Training in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Trainee: the person or firm who purchases Training from the Trainer.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Training: the services, supplied by the Trainer to the Trainee, in accordance with clause 4.1.

Trainer: Wellbeing People Ltd incorporated and registered in England and Wales with company number 07858207 whose registered office is at Woodlands 25 Caring Lane, Bearsted, Maidstone, Kent. ME14 4NJ

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including**, **include**, **for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes an e-mail

2. Basis of contract

2.1 The Trainee's request for Training ("**Request**") constitutes an offer by the Trainee to purchase Training services in accordance with these Conditions.

2.2 The Request shall only be deemed to be accepted when the Trainer issues written acceptance of the Request at which point, and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any descriptive matter or advertising issued by the Trainer are issued or published for the sole purpose of giving an approximate idea of the Training described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Trainee seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 The Trainee acknowledges that by completing the Training, the Trainee will not be provided with an industry recognised qualification, as the Wellbeing Industry is currently unregulated.

2.6 Those providing the Training are business psychologists and Wellbeing People coaches and upon completing the Training, the Trainee shall be certified by Wellbeing People Limited.

3. Requirements for Training

3.1 In order to receive Training, the Trainee must meet the following requirements and provide evidence to the Trainer immediately upon request:

(a) The Trainee must complete the Recalibrate Wellbeing® Programme either as part of the 30 hour programme or has previously graduated from the Recalibrate Wellbeing® Programme

(b) The Trainee must have a minimum of 3 years industry experience in either the health, fitness, wellbeing or coaching industry or be able to demonstrate your suitability to become a Recalibrate Wellbeing Coach”

(c) The Trainee must apply via the online application form and be accepted by the trainer before the Trainee can book the training.

4. Supply of Training

4.1 The Trainer shall supply the Training to the Trainee in accordance with the below:

(i) A 2-day training course to include “The Recalibrate Wellbeing® Method” delivered by the Trainer’s coach.

OR (ii) An online final assessment.

4.2 The Trainer shall use all reasonable endeavours to meet any performance dates specified to the Trainee, but any such dates shall be estimates only and time shall not be of the essence for performance of the Training.

4.3 The Trainer reserves the right to amend the Training if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Training, and the Trainer shall notify the Trainee in any such event.

4.4 The Trainer warrants to the Trainee that the Training will be provided using reasonable care and skill.

5. Completion of Training

5.1 In order to pass the training and activate your 12-month license, the following must be satisfied:

(a) The Trainee must attend and complete course as per conditions in **4.1**

(b) The Trainee must pass the final assessment

6. Licensed Coach Status

6.1 Once the Trainee has satisfactorily completed and passed the Wellbeing Coach Training, the Trainee automatically receives a 12-month license with 10 Recalibrate Wellbeing credits and 10 Wellbeing Assessment Credits, and option to have a Coach Profile added inside My Wellbeing People Account.

6.2 A Licenced Wellbeing Coach agrees to the following:

- (a) Not to sell the Recalibrate Wellbeing® programme for less than £159 per person.
- (b) Maintaining a minimum net promoter score of 30.
- (c) To use or lose a minimum of 10 Recalibrate Wellbeing credits per year. Once the coach has used their first 10 credits there are 2 options for purchasing further credits:
 - (i) Single Recalibrate Wellbeing credits at £37.50+VAT which will be valid for use until the termination date of their contract.
 - (ii) 10 credits at £250+VAT which automatically extends the contract by 12 months from the date of purchase.
- (d) Adhere to the Trainer's Brand Guidelines and Values.
- (e) To provide access to the Trainer's Coach to shadow delivery of the Recalibrate Wellbeing® programme on request.

6.3 The Trainer reserves the right to increase the Annual Licence and shall notify the Coach in writing of any increases 45 days prior to any increase being applied outside of the Coach initial 12 months fixed term.

7. Trainee's obligations

7.1 The Trainee shall:

- (a) ensure that the terms of this document are complete and accurate.
- (b) co-operate with the Trainer in all matters relating to the Training.
- (c) provide the Trainer, its employees, agents, consultants and subcontractors, with access to the Trainee's premises, office accommodation and other facilities as reasonably required by the Trainer.
- (d) provide the Trainer with such information and materials as the Trainer may reasonably require in order to supply the Training and ensure that such information is complete and accurate in all material respects.
- (e) obtain and maintain all necessary licences, insurances, permissions and consents which may be required for the Training before the date on which the Training are to start.
- (f) keep all materials, equipment, documents and other property of the Trainer (**Trainer Materials**) at the Trainee's premises in safe custody at its own risk, maintain the Trainer Materials in good condition until returned to the Trainer, and not dispose of or use the Trainer Materials other than in accordance with the Trainer's written instructions or authorisation.

7.2 If the Trainer's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Trainee or failure by the Trainee to perform any relevant obligation (**Trainee Default**):

(a) without limiting or affecting any other right or remedy available to it, the Trainer shall have the right to suspend performance of the Training until the Trainee remedies the Trainee Default, and to rely on the Trainee Default to relieve it from the performance of any of its obligations in each case to the extent the Trainee Default prevents or delays the Trainer's performance of any of its obligations.

(b) the Trainer shall not be liable for any costs or losses sustained or incurred by the Trainee arising directly or indirectly from the Trainer's failure or delay to perform any of its obligations as set out in this clause 7.2; and

(c) the Trainee shall reimburse the Trainer on written demand for any costs or losses sustained or incurred by the Trainer arising directly or indirectly from the Trainee Default.

8. Charges and payment

8.1 The Charges for the Training shall be as follows:

(a) Training to become a Certified Recalibrate Wellbeing® Coach, 12-month license to include 10 Recalibrate Wellbeing and 10 Wellbeing Assessment credits, one payment of £999.00 +VAT.

(b) Additional 10 Recalibrate Wellbeing® credits, one payment £250 +VAT or for single Recalibrate Wellbeing® credits, one payment of £37.50 per credit + VAT

(c) Additional Wellbeing Assessment Credits £41.67 + VAT for 10 or £6.25 + VAT each

8.2 The Trainer reserves the right to increase the Charges and shall notify the Coach in writing of any increases 45 days prior to any increase being applied.

8.3 On acceptance of the Order, The Trainer shall invoice the Trainee.

8.4 The Trainee shall pay each invoice submitted by the Trainer:

(a) at least 15 days prior to the date that Training is to commence: and

(b) in full and in cleared funds to a bank account nominated in writing by the Trainer, and time for payment shall be of the essence of the Contract.

8.5 If the Trainee fails to make a payment due to the Trainer under the Contract by the due date, then, without limiting the Trainer's remedies under clause 13, the Trainer may suspend the Training Services and all rights of the Trainee relating to this contract.

8.6 For the avoidance of doubt, the Trainee shall not be entitled to attend Training or receive Training Services if the Trainer is not in cleared funds in accordance with clause 8.4 above.

8.7 If the Trainee fails to make any payment due to the Trainer under the Contract, the Trainee shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

8.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. No Guarantee

9.1 The Trainer does not guarantee that the Trainee will receive work as a result of completing the Training.

9.2 The Trainer does not guarantee the Trainee a financial return on any investment made for the Training.

10. Intellectual property rights

10.1 All Intellectual Property Rights in or arising out of or in connection with the Training (other than Intellectual Property Rights in any materials provided by the Trainee) shall be owned by the Trainer.

10.2 The Trainer grants to the Trainee, a revocable, non-exclusive licence during the term of the Contract to copy the Trainer Materials (excluding materials provided by the Trainee) for the purpose of receiving and using the Training and the Trainer Materials in its business.

10.3 The Trainee shall not sub-license, assign or otherwise transfer the rights granted in clause 10.2.

10.4 The Trainee grants the Trainer a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Trainee to the Trainer for the term of the Contract for the purpose of providing the Training to the Trainee.

11. Data protection

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 11, **Applicable Laws** means (for so long as and to the extent that they apply to the Trainer) the law of the European Union, the law of any member state of the European Union and/or **Domestic UK Law**; and Domestic UK Law means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.

11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Trainer is the Data Controller and Adlines Ltd are the processor. Data will be stored within England.

11.3 The client is the owner of the Data

11.4 Without prejudice to the generality of clause 11.1, the Trainee will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Trainer for the duration and purposes of the Contract.

11.5 Without prejudice to the generality of clause 11.1, the Trainer shall, in relation to any personal data processed in connection with the performance by the Trainer of its obligations under the Contract:

- (a) process that personal data in accordance with the Data subjects' instructions, passed on in writing / electronically to the Data Controller, or his representative, unless required by Applicable Laws of the UK or to otherwise process that personal data.
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Trainee, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- (d) not transfer any personal data outside of the UK or European Economic Area unless the prior written consent of the Trainee and Data subject has been obtained and the following conditions are fulfilled:
 - (i) the Trainee or the Trainer has provided appropriate safeguards in relation to the transfer.
 - (ii) the data subject has enforceable rights and effective legal remedies.
 - (iii) the Trainer complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) the Trainer complies with reasonable instructions notified to it in advance by the Trainee with respect to the processing of the personal data.

(e) assist the Trainee, at the Trainee's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

(f) notify the Trainee without undue delay on becoming aware of a personal data breach; and

(g) at the written direction of the Trainee, with the Data subject's explicit permission, delete or return personal data and copies thereof to the Trainee on termination of the agreement unless required by Applicable Law to store the personal data.

12. Limitation of liability:

12.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence.
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Training Act 1982 (title and quiet possession).

12.2 Subject to clause 12.1, the Trainer's total liability to the Trainee shall not exceed the Fees paid for the Training. The Trainer's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

12.3 This clause 12.3 sets out specific heads of excluded loss:

- (a) Subject to clause 12.1, the types of loss listed in clause 12.3(b) are wholly excluded by the parties.
- (b) The following types of loss are wholly excluded:
 - (i) Loss of profits
 - (ii) Loss of sales or business.
 - (iii) Loss of agreements or contracts.
 - (iv) Loss of anticipated savings.
 - (v) Loss of use or corruption of software, data or information.
 - (vi) Loss of or damage to goodwill.
 - (vii) Indirect or consequential loss.

12.4 The Trainer has given commitments as to compliance of the Training with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.5 This clause 12 shall survive termination of the Contract.

13. Termination

13.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 1 months' written notice.

13.2 Without affecting any other right or remedy available to it, the Trainer may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the Trainee commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so.
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- (e) the Coach misrepresents the brand guidelines or values of Wellbeing People Limited

13.3 Without affecting any other right or remedy available to it, the Trainer may terminate the Contract with immediate effect by giving written notice to the Trainee if the Trainee fails to pay any amount due under the Contract on the due date for payment.

13.4 Without affecting any other right or remedy available to it, the Trainer may suspend the supply of Training under the Contract or any other contract between the Trainee and the Trainer if the Trainee fails to pay any amount due under the Contract on the due date for payment, the Trainee becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(d), or the Trainer reasonably believes that the Trainee is about to become subject to any of them.

14. Consequences of termination

14.1 On termination of the Contract:

- (a) the Trainee shall immediately pay to the Trainer all of the Trainer's outstanding unpaid invoices and interest and, in respect of Training supplied but for which no invoice has been submitted, the Trainer shall submit an invoice, which shall be payable by the Trainee immediately on receipt:
- (b) the Trainee shall return all of the Trainer Materials and any Deliverables which have not been fully paid for. If the Trainee fails to do so, then the Trainer may enter the Trainee's premises and take possession of them. Until they have been returned, the Trainee shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

14.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination [or expiry], including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

15. General

15.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

15.2 Assignment and other dealings.

(a) The Trainer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Trainee shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

15.3 Confidentiality.

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.3(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

15.4 Entire agreement.

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

15.5 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.8 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.8(a); if sent by pre-paid first

class post or other next working day delivery service, at 9:00 am on the two Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent email, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.9 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

15.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

15.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Signed:

Date: