

BodyCHEK's Take Control Programme Agreement

This Agreement is a legal document which sets out your rights and obligations, and those of BodyCHEK. You must read and agree the information set out in this Agreement carefully before starting a BodyCHEK Programme.

Definitions

In this Agreement:

'Session'	means a pre-booked Session, during which the Representative provides the Programme to the Client
'BodyCHEK'/'We'/'Our'/'Us'	means Leigh Brandon trading as BodyCHEK
'Client'/'You'/'Your'	means the person and/or organisation wishing to purchase a Programme from BodyCHEK
'Price'	is the total cost of the Programme
'Programme'	means a BodyCHEK programme of any, or any combination of, health, nutrition, exercise, or lifestyle consulting and treatments offered and provided by BodyCHEK as a set number of Sessions arranged over a 15-week period, the start and end date of which will be notified verbally to you by your Representative at the time of booking the programme and thereafter confirmed in writing
'Representative'	means the person representing BodyCHEK in the provision of the Programme.

1. Suitability for BodyCHEK Programme

- 1.1 We strongly recommend that you consult your doctor before starting any Programme, particularly if you are pregnant, trying to conceive, or are breastfeeding, or if you have any unusual symptoms or a diagnosed medical problem. Do not cease or alter conventional treatment or medication for any reason without consulting your doctor.
- 1.2 You will inform your Representative and your doctor immediately of any treatments, medication or remedies, both conventional and non-conventional, that you are taking or intend to take during the Programme.
- 1.3 You will inform your Representative and your doctor immediately of any unusual symptoms or problems that you experience during the Programme.
- 1.4 You understand that if you embark on a Programme without having had a prior consultation, your choice of Programme may not be the most appropriate for you.
- 1.5 You agree that you are responsible for your own results by following the Programme as directed by your Representative.
- 1.6 You should contact your Representative if you have any questions about your Programme. You may be asked by your Representative to book further chargeable Sessions to deal thoroughly with any issues raised by your questions so as to best help you achieve your desired results.

2. Basis of Sale

- 2.1 BodyCHEK reserves the right to make any changes in the specification of the Programmes that are required to conform with any applicable statutory or EC requirements, or which do not materially affect the nature or quality of the Programmes.
- 2.2 Any typographical or other error or omission in any sales literature, quotation, price list, invoice, bill of sale, or other document or information issued by BodyCHEK will be subject to correction without any liability on the part of BodyCHEK.

3. Programme Bookings and Payment

- 3.1 No Programme booking requested by the Client will be deemed to have been accepted by BodyCHEK until confirmed in writing by the Representative.
- 3.2 A Programme booking will be accepted only:
 - 3.2.1 on payment of a deposit payment of the full Price by debit or credit card or cheque or money transfer at the time of booking the Programme.
- 3.3 The Price will be as quoted to you by the Representative at the time of booking.

4. Programme Cancellation

- 4.1 You will give at least 31 days' written notice to BodyCHEK in the event that you wish to cancel or change your Programme.

5. Sessions and Session Cancellations

- 5.1 All Sessions as part of the Programme will be scheduled and will take place within 15 weeks of the date of the first Session. No Sessions may be carried over such period without the express prior written consent of BodyCHEK.
- 5.2 Minor illness, family or work commitments, or adverse weather conditions will not exempt you from a cancellation.
- 5.3 Should a Representative be the cause of a late cancellation, an alternative Session time will be scheduled.

6. Liability

- 6.1 BodyCHEK will provide the Programme to you using reasonable care and skill and, as far as reasonably possible, in accordance with the information provided by you. You understand that Representatives are not medically qualified and do not medically diagnose any condition or symptom, and that a BodyCHEK Programme is not intended as a diagnosis, prescription, treatment or cure for any disease or as a substitute for regular medical care.
- 6.2 BodyCHEK will have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by you which are incomplete, incorrect, inaccurate, illegible, or arising from their late arrival or non-arrival, or for any other fault of yours.
- 6.3 BodyCHEK will not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of BodyCHEK or its Representatives) which arise out of or in connection with the provision of the Programme or its use by you, and the entire liability of the BodyCHEK under or in connection with the Agreement will not exceed an amount equal to BodyCHEK's charges for the provision of the Programme.
- 6.4 BodyCHEK will not be liable to you or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of BodyCHEK's obligations in relation to the Programme, if the delay or failure was due to any cause beyond BodyCHEK's reasonable control.
- 6.5 BodyCHEK reserves the right to assign this Agreement, and to assign or subcontract any or all of its rights under this Agreement. You may not, without the prior written consent of BodyCHEK, assign or transfer this Agreement.

7. Client Confidentiality

- 7.1 All Client information acquired in relation to the Programme will be treated as confidential by BodyCHEK. BodyCHEK will not use or disclose such information except with the prior written consent of the Client, or in accordance with the order of a court of competent jurisdiction, or as otherwise required by law.

8. Termination

- 8.1 This Agreement will terminate on clients' death, insolvency, or bankruptcy; and BodyCHEK may terminate this Agreement forthwith by notice to you in the event of your breach of this Agreement which breach is not remedied within 3 working days of receiving written notice of the breach.
- 8.2 BodyCHEK reserves the right to refuse any Programme or Session booking in the interests of both Client and Representative safety. In the event that you have already paid for such Programme or Session, and where fault is not with you, a full refund will be given.

9. General

- 9.1 This Agreement will be binding to the exclusion of any other terms including without limitation any conditions, warranties or representations written or oral express or implied and including any written terms and conditions previously produced by the BodyCHEK to the Client. This does not affect your statutory rights as a consumer.
- 9.2 No variation or qualification of the terms and conditions of this Agreement will be binding upon BodyCHEK unless otherwise agreed in writing by BodyCHEK and the Client.

- 9.3 Any notice required to be given by a party to the other under this Agreement will be in writing addressed to the other party at the address given below or such other address as may have been notified by such other party.
- 9.4 No failure or delay by BodyCHEK in exercising any of its rights under the Agreement will be deemed to be a waiver of that right, and no waiver by BodyCHEK of any breach of the Agreement by the Client will be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.5 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question will not be affected.
- 9.6 This Agreement is governed by English law, and the parties agree to submit to the exclusive jurisdiction of the English courts.

Signed..... (BodyCHEK)	Address: ...16 Hewett Street.....
Date:London.....
	...EC2A 3NN.....
Signed..... (Client)	Address:
Date:
