The Healthy Business Mentors Ltd (Trading as The Hub)

Mentoring Programme Terms and Conditions

These terms can also be found in your member's area.

1. Agreement

These terms and conditions form the agreement between **The Healthy Business Mentors Ltd** (''HBM'', "we", "us", "our") and our **clients** ("you", "your"). This agreement begins upon your registration for one of our mentoring programmes (details in your Welcome email) and continues for the duration of your engagement with us.

We may update this agreement and conditions from time to time; any changes will be communicated to you in writing.

2. Our commitment to you

HBM is dedicated to providing a comprehensive and supportive mentoring programme tailored to health coaches looking to start, grow, or expand their businesses. Our commitment to you includes:

1. Highly interactive courses ensuring an engaging learning experience.
2. Our mentoring programmes are delivered by a team of qualified and experienced health coaches dedicated to your success.
3. We offer robust support to address any queries or concerns you may have throughout your programme journey.

Each client is matched with a dedicated business mentor. Our programmes are structured to ensure a rich and immersive learning experience. Key components of our delivery include:

- Business strategy & vision sessions
- Personal and group mentoring
- Access to online platforms (including training Academy)

- Access to marketing and client-friendly resources
- A monthly calendar of live online events
- '30-Day Planning' group workshop
- Online community support

Please note that we reserve the right to update, modify any aspect of the programme, including content, materials, and the format of delivery.

3. Enrolment and Commencement

Once you register and pay the registration fee or first payment, you will be sent a welcome email which will confirm your application is complete and will include your programme start date and the access links you need to get started.

4. Your Commitment to Us

4.1 The mentoring programme requires a commitment of time, co-operation, and participation.

4.2 You confirm that you are mentally and physically capable of undertaking the demands of this programme within the scheduled timeline. While the programme may involve educational content related to health and wellness, it is not a substitute for professional medical advice or diagnosis. You acknowledge the mentoring programme has clear requirements, including but not limited to:

- Attendance to scheduled sessions on time and prepared
- Timely completion of agreed-upon actions
- Engaging respectfully with your mentor and peers
- Management of workload and scheduling to balance course commitments with other personal and professional obligations.
- Adaptation to learning methodologies, including online modules, live sessions, and self-paced study which requires some computer efficiency/literacy.
- Access to a computer and stable internet connection.

4.3 You acknowledge that undertaking the mentoring programme may at times be personally and professionally challenging and you will not knowingly undertake this mentoring programme

if you believe you will not respond well to self-reflection, personal growth, and constructive feedback. Your mentor and the wider team are available to support you, and we encourage you to reach out whenever you need additional support and guidance.

4.4. If for any reason you are unable to maintain engagement or attend your scheduled sessions, this may affect the continuity of your mentoring experience. Depending on the circumstances, we may offer options such as extending your programme term or re-engaging in future sessions. Each of these options may incur additional charges.

4.5 If you anticipate being unable to complete the mentoring programme within the allocated timeframe, please contact support@healthcoacheshub.com as early as possible to discuss your situation, and review available options and applicable extension fees.

4.6 You may not grant access to your learning profile to anyone else, regardless of having signed up for the mentoring programme together. This is not permissible under any circumstances and HBM reserves the right to apply an appropriate consequence to both parties for the violation of this clause. Each client is expected to manage their participation and communication through their personal, authorised profile.

5. Your commitment to each other

5.1 You acknowledge that you are undertaking an adult learning process and that everyone has individual approaches to learning and participation. You acknowledge that, whilst extremely rare, there are times when you or other people will have a difference of opinion or values, and that you will deal with those differences with dignity and respect for yourself and others.

5.2 Throughout the mentoring programme there will be instances where you may engage with other members in group sessions. You will treat your colleagues with confidentiality, respect and professionalism. You agree to maintain strict confidentiality regarding all information shared in peer group sessions. This includes, but is not limited to, personal information, goals, challenges, strategies, and any other sensitive information disclosed.

5.3 HBM cannot be held responsible for the connection between you and your fellow colleagues. Any breakdown in communication or engagement between you is to be dealt with respectfully and privately, just as it would be with a client and HBM will not intervene in that relationship unless gross misconduct is reported.

6. Participation Requirements

6.1 Clients agree to participate in the mentoring programme (including use of our online platforms and Facebook group) in good faith and in a way that will not bring disrepute or cause

reputational or other damage to HBM, its employees, agents or representatives, or to fellow colleagues.

6.2 You agree to:

- Maintain professionalism in all online platforms
- Not use bots, scripts, or unauthorised tools to access or disrupt systems
- Respect privacy: do not record, transcribe, or input live Zoom sessions into AI or third-party tools without prior express permission. This helps maintain the confidentiality and safety of the group space.

6.3 You further agree that you will not upload, or provide content on our online platform, its community spaces, discussion forums, comment areas, or on the Facebook page which is:

1. Defamatory, fraudulent, unlawful, threatening, intimidating, harassing, disrespectful, harmful, hateful, abusive, obscene, invasive of privacy, sexist, racist, homophobic, violent, or degrading.
2. Infringes the intellectual or proprietary rights of third parties.
3. Contains spam, chain letters, pyramid and other such selling and marketing schemes, computer viruses, computer code, files or programmes or other harmful components that are designed to interrupt, destroy, change, or limit the functionality of the online platforms or any other computer software, hardware or other electronic equipment, information which in any way impinges on another user's use or enjoyment of the online platforms or otherwise breaches or encourages other users to breach this Agreement.
4. Violates any law; or
5. Encourages or incites any other person to engage in any of the above behaviours.

6.4 You also agree not to:

1. Use technology or other means that is not authorised by HBM, the webhost, or Meta to access the Online Platform or the Facebook page.
2. Use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," to access the online platforms.
3. Attempt to, or introduce viruses or any other computer code, files or programmes that may interrupt, destroy, or limit the functionality of the online platforms or the Facebook page.
4. Gain or attempt to gain unauthorised access to the online platforms or Facebook page including the networks or user accounts; or
5. Attempt to or engage in conduct that damages, disables, overburdens, or impairs the online platforms, Facebook page, servers, or networks.

7. Your Financial Commitment (fees)

7.1 In order to secure your place, we require a registration fee to be paid at the time of enrolment. **Your registration fee is non-refundable. Please refer to your offer letter or registration form to see your financial obligations.**

7.2 The Fees payable for the mentoring programme are outlined in your welcome email and registration form. Fees may be paid in full or via a payment plan. If you choose the payment plan, you agree to make payments in accordance with the specific invoice terms provided and sent to you, which are relevant to the mentoring programme purchased.

7.3 Other costs:

Value Added Tax (VAT) on the billed amount is a legal requirement, for certain countries.

For UK clients, fees quoted are inclusive of VAT.

For EU clients, fees quoted are inclusive of VAT from 1 Jan 2025.

For clients outside the UK/EU, quoted fees do not include VAT. Any VAT liability outside the UK/EU is the responsibility of the client.

Whilst we provide you with all the course materials, you are responsible for your own personal costs associated with participating in training and mentoring calls (cost of a local call/mobiles or Zoom). A reliable access to Wi-Fi will be required for online participation, our online platforms for the content, and to download and upload business projects.

7.4 HBM reserves the right to suspend you from any of our online platforms if you are in arrears with fees and fail to communicate regarding owed fees. The suspension entails deregistration from everything that is programme related (i.e. mailing list, platform and social media). Suspension will be lifted once financial obligations have been met.

7.5 Your mentoring programme duration will not be extended for the period of your suspension, which means you may be liable for an extension fee should you require longer than the designated period to complete your mentoring programme.

7.6 You acknowledge that, if necessary, HBM will engage the services of a debt collection agency to attain any owed fees from your mentoring programme tuition that are outstanding and that if this is required you will be liable for the agency fees charged to do this.

8. Withdrawal & Refund Policy

8.1 We conduct our services in accordance with, and you have the rights as provided by, the laws of England and Wales.

8.2 A refund for paid mentoring programme fees (excluding registration fees) may be processed upon your request, in writing to Member Support within a 14-day withdrawal period after registration and payment of registration fee and/or upfront fee.

9. Warranties and Indemnities

9.1 HBM provides its services through third-party service providers for the website, social media, and digital learning platforms. To the extent permitted by law, HBM cannot guarantee against third party interference or compatibility across all third-party software and hardware. HBM, will however invest maximum efforts to ensure consistent, seamless and professional services through the third-party service providers to the best of their ability. HBM is not liable for any default due to an act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or any other event beyond HBM's reasonable control.

9.2 You agree to indemnify HBM, its partners, licensors, affiliates, contractors, officers, employees, and agents, from any claim arising directly or indirectly from your acts and omissions in using the mentoring platform, online community, and Facebook page.

9.3 HBM regularly convenes live events with speakers and invited guests. The information presented in these sessions is for educational purposes and is not a substitute for professional medical advice, diagnosis, or treatment. You agree to always seek the advice of your physician or other qualified health professionals with any questions you may have regarding a medical condition. The presenter(s) are not liable for any loss, injury, or damage arising from the use of the information presented. You are responsible for your own health decisions and actions.

9.4 It is your responsibility to ensure that you have appropriate professional insurance in place and understand your scope of practice as a nutrition and/or health professional.

10. Intellectual Property Rights

HBM retains all rights, title, and interest in and to all intellectual property used or provided as part of the mentoring programme, whether registered or unregistered. For the purposes of this clause, 'Materials' refers to all and any documentation and information, whether in hard or soft copy, via online, video or in-person training, or otherwise provided, disseminated or made

available to you, either by HBM itself or its authorised guests and agents as part of the mentoring programme. By enrolling in the mentoring programme, you agree to the following:

10.1 Non-Disclosure and Non-Distribution: You shall not disclose, sell, distribute, or otherwise deal with our materials except as explicitly permitted by these terms and conditions.

10.2 Permitted Use: You may use the materials solely for the purpose of conducting nutrition and/or health coaching sessions to paying or pro bono clients. This includes:

- One-to-one client sessions
- Group client sessions
- Online or face-to-face client work
- Corporate settings, provided the sessions are delivered by you.

10.3 Prohibited Use: The following uses of our materials are strictly prohibited:

- Promoting, selling, or advertising your own nutrition and/or coaching programmes, products, services, or platforms (free or paid) to members or within HBM channels (e.g. Facebook groups, live events, student hubs, zooms etc).
- Soliciting HBM members or staff to join, collaborate with, or promote your business or platform without written approval.
- Use of any member contact information obtained through HBM including email addresses, phone numbers, or social media connections of staff, or members to send marketing messages, offers, or promotional content without explicit prior consent. Any permitted communication must include a clear option to unsubscribe or opt out.
- Using HBM intellectual property (curriculum, ready to use templates / documents, frameworks, assessments or branding) to build or promote competing offerings.
- Hosting events, creating directories or platforms for nutrition professional and/or health coaches or similar business models that serve the same audience without HBM's explicit written approval.
- Distribution to any nutrition professional and/or health coaches.
- Using the materials to provide training to other nutrition professional and/or health coaches.
- Creating commercial content or developing courses for resale, redistribution, or use by third parties (e.g. other nutrition professional and/or health coaches, companies, platforms).
- Creating commercial content or developing courses for commercial gain.

10.4 Rebranding and Corporate Use: If you are using HBM materials whilst working at a company, you are permitted to rebrand the content. This in no way suggests a transfer of

ownership to either you, your trading organisation, or that company. The intellectual property in the Materials, whether rebranded or otherwise, remains the exclusive property of HBM, and this must be clearly acknowledged. The company you are working for shall not obtain any rights to the materials, and you must ensure that their use is strictly in accordance with these terms and conditions, and that they are clearly made aware of such restrictions and IP ownership.

- Ensure the company or group does **NOT** acquire any rights to the materials.
- Clearly communicate that all materials remain the property of HBM and are not to be reused or redistributed beyond your own client work.
- Include appropriate disclaimers and terms on any website or platform where clients can download or access HBM-derived materials, making it clear the content is for **client use only** and not for redistribution or resale.

You are expected to demonstrate integrity at all times in your use of HBM content, respecting copyright boundaries, confidentiality, and the professional standards set out in this agreement.

Any use of HBM content outside of these boundaries is a breach of these terms. If you are informed of such a breach and fail to comply, it may result in the immediate termination of access to all platforms. These terms shall remain in effect during and beyond the contract agreement period.

Attribution / Disclaimer statements

This content is based on materials provided by HBM. It is intended solely for use with individual clients. Redistribution, resale or reuse of this content beyond client work is strictly prohibited. All intellectual property remains the property of HBM.

11. Conflict of interest

A conflict of interest arises when a client's personal, professional, or financial interests compromise, or appear to compromise, their ability to act in the best interests of HBM or adhere to the terms of this agreement.

11.1 Use of HBM materials and resources: You shall not use HBM materials, the online platforms, or training resources for any purpose that conflicts with HBM's interests, including but not limited to:

- Developing or delivering competing mentoring programmes, courses, or training.

- Using HBM’s intellectual property in any unauthorised commercial capacity.

11.2 Use of contact information: you must not use any contact information obtained through HBM including email addresses, phone numbers, or social media connections of staff, or colleagues to send marketing messages, offers, or promotional content without explicit prior consent. Even if consent is given, communication must include a clear option to unsubscribe or opt out in accordance with data protection laws.

11.3 Disclosure requirement: If a potential conflict arises, you must promptly disclose it to HBM in writing for review. Failure to do so may result in disciplinary action, including removal from the programme.

12. Data Protection

12.1 HBM collects and processes personal data for the execution of the contractual obligation between HBM and the client for delivering our business mentoring services in accordance with the Protection of Personal Information Act (POPIA) and the General Data Protection Regulation (GDPR). All client data is treated as confidential and shall not be disclosed to any third party without the prior written consent of the other party, except as required by law. HBM has implemented appropriate organisational measures to safeguard the security and integrity of personal information.

By enrolling in an HBM mentoring programme, you hereby consent to the collection and processing of your personal information in accordance with the General Data Protection Regulation (GDPR) and other applicable data protection laws. You understand that HBM may collect and process personal information, including but not limited to your name, contact details, payment information, mentoring session notes, for the purposes of managing your enrolment, delivering mentoring services, delivering educational services, and communicating with you regarding programme-related matters.

You acknowledge that HBM may also collect and process sensitive personal data, such as health information, if relevant. You understand that the collection and processing of sensitive personal data will be conducted in compliance with applicable data protection laws and will be subject to additional safeguards to protect privacy and confidentiality.

You consent to HBM sharing your personal information with third-party service providers, such as payment processors and learning management system providers, for the purpose of delivering mentoring and educational services and managing your enrolment. You understand that these third-party service providers are required to adhere to data protection standards and will only process your personal information in accordance with HBM's instructions.

You understand that you have the right to withdraw your consent at any time by contacting HBM's data protection officer. However, you acknowledge that withdrawal of consent may impact your ability to participate in HBM's mentoring programme and may result in the

termination of your enrolment.

You understand that HBM will retain your personal information for the duration of your enrolment and for a reasonable period thereafter as required by law or for legitimate business purposes. You acknowledge that HBM will take reasonable measures to ensure the security and integrity of your personal information and will not disclose or transfer your personal information to third parties without your consent, except as required by law or for the purposes stated in this consent clause.

12.2 Testimonials and Marketing Consent: By agreeing to these Terms and Conditions, you consent to the use of any written, audio, or video testimonials you voluntarily provide for the purpose of marketing and promotion by HBM. This may include use on the website, social media, emails or in other promotional materials.

Should you require further information on HBM's data protection policy, or your personal data please contact us by email: support@healthcoacheshub.com

13. Termination

This agreement remains in effect for the duration of your mentoring programme. Your registration officially concludes when your programme access expires.

HBM reserves the right to terminate this agreement if a breach of the terms occurs.

If your access is for any reason terminated, you will no longer have access to our online platforms or Facebook groups. The restrictions with respect to the material provided to you, payment obligations, and the disclaimers and limitations of liabilities contained in these terms and conditions will survive termination.

14. Governing Law

This agreement is governed by the laws of England and Wales and that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes and claims).

15. Entire Agreement

Save for any agreement as to payment of Fees, or any variation authorised in writing by HBM, this document contains the entire agreement between you and HBM.

16. Queries and Concerns

If you have any concerns relating to these Terms and Conditions, please contact Member Support: (support@healthcoacheshub.com) as soon as possible detailing your concerns.