

HCA Terms and Conditions

We are thrilled that you have decided to train to become a Health Coach with the Health Coaches Academy. During your training course you will experience one of the most personally uplifting, challenging and inspirational periods of your life.

Please read these Terms and Conditions prior to commencing the Programme, continuation with your registration with us will be deemed as acceptance of these terms. These terms can also be found in the Welcome and Pre-Preparation section of your training and again in the Introductory Module.

1. Agreement

These Terms and Conditions form the agreement between Health Coaches Academy ("us" "our" "we") and our students ("you" "your"). This agreement commences when you enrol in the Health Coaches Academy Course and continues for a total period of 18 months. At which time your tutor support will be complete. (In the event that your studies have not been completed within 18 months and you still require tutoring to complete your course, you can apply for a 6-month extension and a further fee will be payable)

We may update these Terms and Conditions from time to time, any changes to our terms will only apply to new students who enrol under the new terms.

2. Our commitment to you

This Diploma level Health Coach Training Programme is a flexible blended learning course which can be completed within your chosen timeframe of 9, 12 or 18 months; you will have access to tutor support for up to 18 months. At the start of the training we recommend you choose the pace that is right for you between 9 and 18 months. You can alter this pace if you choose to, please discuss this with your Tutors.

The course is delivered by way of:

- Online Health Coaching, Health and Wellness, Marketing & Professional Practice Modules
- Group & 1:1 Tutor Sessions / Zoom Calls for Support and Tuition
- Monthly Calendar of Live Events online
- Monthly Coaching Clinics with Live Coaching Demonstrations online
- 2 x 2/3 day Live Training Events see below
- Supported Case Study Process
- Pastoral support from your Tutor and your Student Group
- Online student support via a Private Facebook Group

All graduates will receive the following Health Coaches Academy Coaching materials (after qualification), which have been created specifically for our course.

- Healthy Life Plan
- Blood Sugar Balancing Guide
- The Nutrition Success Formula
- A range of 'ready to go' programme resources
- PowerPoint Presentation Slide pack
- Full Coaching Toolkit

We reserve the right to change the name of the programmes and materials but commit to providing the content as agreed

2 & 3 Day Live Training

Your course includes two x 2 or 3 day live training events with live coaching demonstrations and opportunities for you to practice coaching. This is an integral and important part of the training and provides valuable additional knowledge and skills development; it is therefore highly recommended that students take part in order to benefit from the full value of their training and contributes towards the live hours' requirement of 90 hours. Attendance at two live events is included in your course fees, should you wish to attend any further 2/3 day live events you will be notified of the nominal cost when bookings are opened.

- 3 day live in-person events run in the UK 2 x per annum and 1 x 2 day per online event per annum
- 3 day live in-person events run in South Africa 1 x per annum plus 1 x 2 day online event per annum

COVID UPDATE: In the event of further COVID restrictions, live training in South Africa will revert to online.

3. Enrolment and Commencement

Once we receive your registration form and acceptance of our offer letter and payment of either the deposit or payment in full, we will send you an official welcome email into the course, confirming that your application is complete and giving you access to the Welcome section of the course.

You will also be introduced to your tutors and get access to the Student Facebook Group as soon as you are enrolled so can you feel part of the community straight away.

Your initial point of contact is via studentsupport@healthcoachesacademy.com during the registration and onboarding process.

4. Your commitment to us

4.1 The Health Coaches Academy Health Coaching Course requires a commitment of time, co-operation, and participation. The Health Coaches Academy Health Coaching Course runs for 9, 12 or 18 months. It is our experience that to successfully complete The Health Coaches Academy There are approximately 600 total notional hours (which includes tuition, case study work, reading and research) naturally some may take longer, and others may take less time to complete each module. There is no right, or wrong way and the course is designed to be flexible. It is a requirement that you complete 90 hours of live contact hours with the training and tutor team: These include the following: Coaching clinics, tutor sessions, live webinars and the 2/3-day events and group discussions.

4.2 You acknowledge that undertaking the Health Coaches Academy Health Coaching Course may at times be personally challenging and you will not knowingly undertake the course if you believe that you will not respond well to self-reflection, personal growth, and constructive feedback. Our pastoral care team is there to support you, so reach out to them for additional support if required.

4.3 For the 18-month period that you are enrolled, you have access to monthly tutor sessions; whilst all other events are recorded (webinars and coaching clinics) for those who cannot attend live, these tutor sessions are *not* recorded and you are encouraged to attend live; however, we reserve the right to record these sessions if necessary. We reserve the right to record any live sessions within the course to use them for training or marketing purposes and curriculum improvements.

4.4 It is highly recommended that you be on every tutor session or call possible (1 x per month) for your optimal growth and learning.

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 students 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 course there will be instances where students coach each other in Tripod or other groups sessions. You will treat your coaching partners with confidentiality, respect and professionalism.

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

6. Participation requirements

6.1 Students agree to participate in the Health Coaches Academy Course (including use of the Online Platform ("the Learning Platform") and Facebook group in good faith and in a way that will not bring disrepute or cause reputational or other damage to the Health Coaches Academy.

6.2 You agree that you will not upload or provide content in the HCA community which is:

- 1. defamatory, fraudulent, unlawful, threatening, intimidating, harassing, disrespectful, inappropriate, harmful, hateful, abusive, tortious, obscene, invasive of another's privacy, sexist, racist, homophobic, violent or degrading.
- 2. infringes the intellectual or other proprietary interests of third parties.
- 3. contains spam, chain letters, pyramid and other such selling and marketing schemes, computer viruses, computer code, files or programs or other harmful components that are designed to interrupt, destroy, change, or limit the functionality of the Site 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 Site or otherwise breaches or encourages other users to breach these Terms and Conditions.
- 4. violates any law; or
- 5. encourages or incites any other person to engage in any of the above behaviour;

6.3 Students also agree not to:

- 1. Use technology or other means that is not authorised by the Owner to access the Site;
- 2. Use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," to access the Site.
- 3. Attempt to, or introduce viruses or any other computer code, files or programs that may interrupt, destroy, or limit the functionality of the Site or the Facebook Page.
- 4. Gain or attempt to gain unauthorized access to the Site or Facebook Page/Group including the networks or user accounts; or
- 5. Attempt to or engage in conduct that damages, disables, overburdens, or impairs the Site, Facebook Page/Group, servers, or networks.

7. Your financial commitment

7.1 In order to secure your commitment to the Health Coaches Academy Health Coaching Course we require a deposit to be paid at the time of enrolment. Your deposit is retained and deducted from your course fee. Your deposit is non-refundable. Please refer to your student offer letter to see your financial obligations.

7.2 A deposit is not required where payment is made in full at the time of enrolment. Please refer to your student offer letter for details of your fees.

7.3 Alternatively, we accept payment by payment plan by way of 9 or 12 instalments, paid monthly by direct debit. Your first payment is due 14 days before the start of your course and that will be your regular payment date for each monthly payment thereafter.

7.4 All agreed payments (whether upfront or via payment plan) are due 14 days prior to the official start date of the course.

7.5 Other costs: While we provide you with all the course materials you need, students are responsible for their own personal costs associated with participating in group training calls, (cost of a local call/higher from mobiles or free via Zoom) and transport and accommodation if required for the 2/3-day live training (in person events). Students are also responsible for purchasing the recommended reading books (maximum 5 books) at their own expense. Because most of this course is delivered online, reliable access to WIFI will be required to access calls, the learning platform for the curriculum and to download and upload assessment criteria.

8. Transferring and Withdrawing

8.1 We conduct our services in accordance with, and you have the rights as provided by, the British Consumer Law ("the law"). Under the law, we are not required to provide a refund for a change of mind.

8.2 We naturally understand that occasionally unforeseen circumstances dictate the necessity for a different course of events. In this instance, please write to Director Alison Jones <u>alison@healthcoachesacademy.com</u>

8.3 Withdrawal Period and Cancellations. The Health Coaches Academy (Health Coaching Course commences when you gain access to the **Orientation Module**. You have a 14-day withdrawal period from after enrolment into the orientation module. No refunds will be processed after the 14-day withdrawal period. All students are liable for the full fees whether payment is upfront or via installment. If you wish to withdraw within the first 14 days, please write to: alison@healthcoachesacademy.com and studentsupport@healthcoachesacademy.com

8.4 You acknowledge that, if necessary, the Health Coaches Academy will engage the services of a Debt Collection Agency to pursue any owed fees from your course tuition that are outstanding and that if this is required you will be liable for the agency fees charged to do this.

8.5 We reserve the right to remove you from the Health Coaches Academy course if you are in arrears and/or failing to be in communication with us about owed funds. You will be reinstated after you pay your owed fees. There will be no removal from the course without communication and there will be opportunities to liaise with us regarding your owed fees.

8.6 Withdrawing at any time means you will not be eligible to call yourself a Health Coaches Academy Certified Health Coach.

8.7 *Transferring.* In certain circumstances it may be possible to transfer to another intake, at a later date, without forfeiting your fees, although fees will still be payable in full under the agreed original terms. In this circumstance, please discuss this with your Tutors and email with full details of the reasons for wishing to transfer to <u>studentsupport@healthcoachesacademy.com</u>

9. Certification

9.1 When you graduate from the Health Coaches Academy Health Coaching Course you can refer to yourself as a Certified / Trained / Qualified Health Coach. Some people choose to do this training for the benefit of their own health, the health of their families and friends, personal growth and development, rather than build a Health Coaching practice. You are free to use this training in whatever way suits you and within the laws that govern the country of your residence

To achieve your diploma and become a qualified Health Coach, you need to:

- complete *all* required coursework
- achieve required contact hours
- complete required number of coaching hours
- undertake 32 sessions of Case Studies and complete all related documentation
- be assessed as 'meeting the required standard' at each stage

To receive your Diploma all of the above steps must be completed. It is your responsibility to be aware of these requirements and undertake them within the agreed timeframe.

Once certified you will receive:

- Your Health Coaching Diploma Certificate
- Your Health Coach seal for your website and marketing materials
- Your DONE FOR YOU Coaching Programmes, Materials and Tool Kit

10. Warranties and Indemnities

10.1 We cannot warrant that the Website or Facebook page will be uninterrupted or error-free or that the Site, it's content or the server are free of viruses or other harmful components. The Health Coaches Academy maintains current anti-virus software, however to the extent provided by law, cannot guarantee against third party interference or that the Website or its content will be compatible with third-party software or hardware. The Health Coaches Academy is not liable for any default due to an act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or another event beyond the Owner's reasonable control.

10.2 You agree to indemnify the Academy, its partners, licensors, affiliates, contractors, officers, employees and agents for any claim arising directly or indirectly from your acts and omissions in using the Academy website and Facebook page pursuant to the terms of the Agreement.

10.3 You acknowledge that while you will be receiving training in a health coaching model and the building of a health coaching business, you will not hold the Health Coaches Academy responsible for anything related to your personal business success or otherwise including your income and client attraction. Whilst we undertake to provide training that will enable you to practice, the responsibility for following the process and launching your practice remains with you.

11. Intellectual Property

The Health Coaches Academy retains the right to all intellectual property (whether registered or not) that is created by us and you agree not to disclose, sell or deal with our materials in any way other than in accordance with these terms and conditions. These terms remain during and beyond the contract agreement period: for the purposes of conducting health coaching sessions to paying or pro bono clients, whether in a one on one, group, online or face to face session. That use is extended to a corporate setting where the sessions are conducted by a Health Coaches Academy certified health coach. The use does not extend to the distribution of the materials to other Health Coaches or health practitioner that did not complete full training with the Health Coaches Academy, and it further does not extend to using the material to provide training to other Health Coaches or health professionals.

12. Termination

This agreement will terminate automatically upon completion of the Health Coaches Academy Health Coaching Course, or on the 18-month anniversary of you commencing your studies, whichever comes first. You will have continued access to your Academy platform for a period of 1 month following completion.

We reserve the right to terminate this agreement if a breach of the terms occurs. We also reserve the right to terminate this agreement in the unfortunate event that we become unable to provide the services requested; in which case, all monies paid for work not undertaken will be refunded.

If your access is for any reason terminated, you will no longer have access to the Health Coaches Academy learning platform, communication platform or Facebook page/Group. 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.

13. Governing Law

This agreement is governed by the laws of the United Kingdom.

14. Queries and Concerns

If you have any concerns relating to the Health Coaches Academy and the Health Coaches Academy Health Coaching Course, please contact <u>studentsupport@healthcoachesacademy.com</u> as soon as possible detailing your concerns and how you believe it can be swiftly resolved, where you will receive prompt support and attention. We are a supportive and caring business that will liaise with you in a professional manner, and we ask you to do the same for us too.