
KATE WALL TRADING AS KATE WALL NUTRITION

TERMS AND CONDITIONS OF BUSINESS

BACKGROUND:

These Terms and Conditions are the standard terms for the provision of services by Kate Wall, trading as Kate Wall Nutrition, a Sole Trader whose main trading address is 136 Green Oak Road, Sheffield S17 4FS.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“ Business Day ”	means any day other than a Saturday, Sunday or bank holiday;
“ Calendar Day ”	means any day of the year;
“ Contract ”	means the legally binding contract for the provision of Services, as explained in Clause 3;
“ Deposit ”	means an advance payment made to Us under sub-Clause 5.5;
“ Month ”	means a calendar month;
“ Price ”	means the price payable for the Services;
“ Services ”	means the services which are to be provided by Us to you as specified in our quotation and confirmed as accepted by you;
“ Order ”	means your written acceptance of our quotation;
“ We/Us/Our ”	means Kate Wall trading as Kate Wall Nutrition, a Sole Trader whose main trading address is 136 Green Oak Road, Sheffield S17 4FS

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail or fax or other means.

2. Information About Us

2.1 Kate Wall, trading as Kate Wall Nutrition is a Sole Trader whose main trading address is 136 Green Oak Road, Sheffield S17 4FS.

2.2 **We are not registered for VAT**

2.3 We are regulated by **Association for Nutrition**

2.4 We are a member of **Association for Nutrition**

3. The Contract

3.1 These Terms and Conditions govern the sale and provision of Services by Us

and will form the basis of the Contract between Us and you. Before accepting our quotation (which incorporates this document), please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification before you accept Our quotation

- 3.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance.
- 3.3 A legally binding contract between Us and you will be created upon your written acceptance of Our quotation.
- 3.4 For clients who are Consumers (but not Businesses) We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, except where such information is already apparent from the context of the transaction:
 - 3.4.1 The main characteristics of the Services;
 - 3.4.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 11);
 - 3.4.3 The total Price for the Services including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 3.4.4 The arrangements for payment, performance and, if applicable, the time by which (or within which) We undertake to perform the Services;
 - 3.4.5 Our Complaints Policy;
 - 3.4.6 Where applicable, details of after-sales services and commercial guarantees;
 - 3.4.7 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract;

4. Orders

- 4.1 Our quotation and your acceptance of it will be subject to these Terms and Conditions.
- 4.2 You may ask Us to change our quotation at any time before We begin providing the Services by contacting Us. Requests to change our quotation need to be made in writing.
- 4.3 If you change your Order We will inform you of any change to the Price in writing.
- 4.4 You may cancel your acceptance of Our quotation within 7 days of placing it. If you have already made any payments to Us under Clause 5 (including, but not limited to the Deposit), then subject to sub-Clause 5.4, the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If you request that your Order be cancelled, you must confirm this in writing. If you wish to cancel the Services after this time period, or once We have begun providing the Services, please refer to Clause 10.
- 4.5 We may cancel the contract between Us and you at any time before We begin providing the Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable

control. If such cancellation is necessary, We will inform you as soon as is reasonably possible. If you have made any payments to Us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing you of the cancellation. Cancellations will be confirmed in writing.

5. Price and Payment

- 5.1 The Price of the Services will be that shown in Our quotation at the time you unconditionally accept it.
- 5.2 Our Prices may change at any time but these changes will not affect any quotation that you have already accepted.
- 5.3 Before We begin providing the Services, you will be required to pay the total Price for the Services. If you are purchasing a Coaching Package for Individuals alternative payment terms are set out in Our quotation. If you are a Business alternative payment terms are set out in the [Description of Services](#)
- 5.4 In certain circumstances, if your Order is cancelled, the Price will be refunded in full or in part. The amount due will be calculated based upon the Price for the Services and the amount of work (if any) already undertaken by Us. Please refer to sub-Clauses 4.4 and 4.5 if your Order is cancelled before the Services begin, or to Clause 10 if the Services are cancelled after they have begun.
- 5.5 We accept the following methods of payment:
 - 5.5.1 BACS transfer;
 - 5.5.2 Credit or debit cards;
- 5.6 If you do not make payment to Us by the due date We may charge you interest on the overdue sum at the rate of 4% per annum above the base lending rate of Starling Bank from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgement. You must pay any interest due when paying an overdue sum.
- 5.7 The provisions of sub-Clause 5.7 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

6. Providing the Services

- 6.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the industry, and in accordance with any information provided by Us about the Services and about Us.
- 6.2 We will begin providing the Services on the date agreed between you and Us.
- 6.3 We will continue providing the Services for the period agreed between you and Us
- 6.4 We will make every reasonable effort to complete the Services on time. We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 9 for events outside of Our control.
- 6.5 If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible.
- 6.6 If the information or action required of you under sub-Clause 6.5 is delayed,

incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on your part, We may charge you a reasonable additional sum for that work.

- 6.7 In certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 6.5, We may suspend the Services (and will inform you of that suspension in writing).
- 6.8 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention We will inform you in advance in writing before suspending the Services.
- 6.9 If the Services are suspended under sub-Clauses 6.7 or 6.8, you will not be required to pay for them during the period of suspension. You must, however, pay any invoices that you have already received from Us by their due date(s).
- 6.10 If you do not pay Us for the Services as required by Clause 5, We may suspend the Services until you have paid all outstanding sums due. If this happens, We will inform you in writing. This does not affect Our right to charge you interest under sub-Clause 5.6.

7. Problems with the Services and Your Legal Rights

- 7.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform Us in writing as soon as is reasonably possible .
- 7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.
- 7.3 We will not charge you for remedying problems under this Clause 7 where the problems have been caused by Us, any of our agents or employees or sub-contractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, sub-Clause 6.6 will apply and We may charge you for remedial work.
- 7.4 This sub-clause applies to clients who are Consumers (but not Businesses). Where you are a consumer, you have certain legal rights with respect to the purchase of services. For full details of your consumer legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and

made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the Services, You also have remedies if We use materials that are faulty or incorrectly described.

8. Our Liability to Consumers (but not Businesses)

- 8.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our proven negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 8.2 We provide Services to Consumers for domestic and private use (or purposes). We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. By accepting Our quotation, you agree that you will not use the Services for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 8.3 If We are providing Services in your property and We cause any damage, We will make good that damage at no additional cost to you. We are not responsible for any pre-existing faults or damage in or to your property that We may discover while providing the Services.
- 8.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 8.5 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.
- 8.6 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

9. Our Liability to Businesses (but not Consumers)

- 9.1 We will ensure that we have in place at all times suitable and valid insurance that shall include public liability insurance.
- 9.2 In the event that We fail to perform the Services with reasonable care and skill we shall carry out all necessary remedial action at no additional cost to you.
- 9.3 Our total liability for any loss or damage caused because of our negligence or breach of our obligations shall be limited to the sum defined therein.
- 9.4 We shall not be liable for any loss or damage suffered by you that results from your failure to follow any instructions given by Us.
- 9.5 Nothing in these Terms and Conditions shall limit or exclude Our liability for death or personal injury.
- 9.6 Subject to sub-Clause 9.3 of the Agreement We shall indemnify you against any costs, liability, damages, loss, claims or proceedings arising out of Our breach of our contractual obligations however We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity
- 9.7 You will indemnify Us against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by Us) caused by you or your agents or employees.
- 9.8 Neither Party shall be liable to the other or be deemed to be in breach of their respective obligations to the other by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control

10. Events Outside of Our Control (Force Majeure)

- 10.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: illness or accident, power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or pandemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 10.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 10.2.1 We will inform you as soon as is reasonably possible;
 - 10.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
 - 10.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
 - 10.2.4 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 11.3.3. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and

in any event within 14 Calendar Days of Our acceptance of your cancellation notice;

10.2.5 If the event outside of Our control continues for more than 4 weeks, We will cancel the Contract in accordance with Our right to cancel under sub-Clause 11.6.3 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

11. Cancellation

- 11.1 If you wish to cancel your Order for the Services before the Services begin, you may do so under sub-Clause 4.4.
- 11.2 For Consumer clients and once We have begun providing the Services, you are free to cancel the Services and the Contract at any time by giving Us 14 days prior written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. If you choose to terminate the Fixed Term Client Coaching Package for Individuals before the end of its' period then fees will continue to be payable and details are set out in [Description of Services](#)
- 11.3 If any of the following occur, you may cancel the Services and the Contract immediately by giving Us written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. If you cancel because of Our breach under sub-Clause 11.3.1, you will not be required to make any payments to Us. You will not be required to give 14 days notice in these circumstances:
- 11.3.1 We have breached the Contract in any material way and have failed to remedy that breach within 14 days of you asking Us to do so in writing; or
- 11.3.2 We enter into bankruptcy or have an administrator or receiver appointed over Our assets; or
- 11.3.3 We are unable to provide the Services due to an event outside of Our control (as under sub-Clause 10.2.4); or
- 11.3.4 We change these Terms and Conditions to your material disadvantage.
- 11.4 We may cancel your Order for the Services before the Services begin under sub-Clause 4.5.
- 11.5 Once We have begun providing the Services, We may cancel the Services and the Contract at any time by giving you 14 days written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from

any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.

11.6 If any of the following occur, We may cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. We will not be required to give 14 days notice in these circumstances:

11.6.1 You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.6); or

11.6.2 You have breached the Contract in any material way and have failed to remedy that breach within 7 days of Us asking you to do so in writing; or

11.6.3 We are unable to provide the Services due to an event outside of Our control (for a period longer than that in sub-Clause 10.2.5).

11.7 For the purposes of this Clause 11 (and in particular, sub-Clauses 11.3.1 and 11.6.2) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 11.3.1 and Us under sub-Clause 11.6.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

12. Communication and Contact Details

12.1 If you wish to contact Us, you may do so by telephone at 07779 594565 or by email at kate@katewallnutrition.co.uk

12.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). When contacting Us in writing you may use the following methods:

12.2.1 Contact Us by email at kate@katewallnutrition.co.uk]; or

12.2.2 Contact Us by pre-paid post at Kate Wall, 136 Green Oak Road, Sheffield S17 4FS.

13. Complaints and Feedback

13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

13.2 All complaints are handled in accordance with Our Complaints Policy available from <https://www.katewallnutrition.co.uk/communication-privacy-policy>

13.3 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us in one of the following ways:

13.3.1 In writing, addressed to Kate Wall, 136 Green Oak Road, Sheffield S17 4FS

13.3.2 By email, addressed to kate@katewallnutrition.co.uk

13.3.3 By telephone on 07779 594565

14. Communication Policy

- 14.1 We endeavour to communicate effectively with all of her clients and to answer all genuine messages and emails in a timely manner. Response times will depend on capacity.
- 14.2 We have a duty of care to contact relevant authorities if you disclose information which suggests that you may be at risk of harming others.
- 14.3 We will not respond to offensive, attacking or irrelevant messages, or to comments or messages with no connection to nutrition or coaching services.
- 14.4 Inappropriate communication may lead to termination of your access to nutrition services from the Kate Wall Nutrition Online Clinic. If deemed necessary, the police may also be contacted (for example in cases of threatening or inappropriate communication).
- 14.5 Where appropriate, we may continue a conversation via email or private message rather than on a social media platform. We do not provide personal dietary advice to anybody via social media, including current clients

15. How We Use Your Personal Information (Data Protection)

We will only use your personal information as set out in Our Privacy Policy available from <https://www.katewallnutrition.co.uk/communication-privacy-policy>. If you do not have access to the website please inform Us and we will supply a hard copy by other means

16. Other Important Terms

- 16.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 16.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 16.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 16.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 16.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

17. Alternative Dispute Resolution

- 17.1 Alternative dispute resolution or 'ADR' refers to ways of resolving disputes between a consumer and a trader without going to court.
- 17.2 Our ADR provider is Association for Nutrition. If you are unhappy with how we

have handled your complaint, you may wish to contact the Association for Nutrition.

17.3 Complaints can be submitted to Association for Nutrition via their website at <https://www.associationfornutrition.org/about/complaints-and-concerns>.

17.4 Association for Nutrition will not charge you for making a complaint, and you may still bring legal proceedings if you are not satisfied with the outcome of the ADR.

18. Governing Law and Jurisdiction

18.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

18.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.

18.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.