



THE CHILDREN'S NUTRITIONIST LIMITED("we" or "us")

Agreement

1. Please ensure that you read this agreement carefully as not only does it form the legal relationship between us, it also provides useful information about the practical side of your child's dietetic consultations. When you sign this agreement (or if you fail to do so, by attending the first session), this document will constitute a legally binding agreement between us.

Sessions and cancellations

2. Our initial session is scheduled for approximately 60 minutes and will take place at a date and time chosen by you upon payment. Subsequent sessions ("Sessions") are scheduled for 45-60 minutes and generally take place 1-6 weeks later. The subsequent sessions will take place at the time and on the date that we have pre-agreed at the end of session 1. All sessions will take place online unless you have specifically booked face to face with your dietitian.

2.1 Where Sessions are held in third party venues, you must comply at all times with such venue's policies and rules in relation to such venue (particularly fire safety and health and safety rules). You may be required to leave the venue if you do not comply with such policies and rules (and we shall not be obliged to refund you any amounts paid in relation to such Session).

2.2 You are responsible for your own belongings that you take to a Session and neither I nor any third party venue can be held liable for any loss, damage, theft or destruction of any of your belongings.

2.3 If you cause any loss or liability to a third party (eg by not complying with their policies), you must reimburse us in full and indemnify us against any claim from any third party (and associated costs and expenses (including professional fees)) arising out of your actions or inactions while at a third party venue.

2.4 In addition to the two online sessions you may ask 2 clarification questions via email about the advice given, any further questions or new concerns will require an additional booking of appointments.

3. It is very important that you turn up for the Sessions on time. Please plan to arrive early. Unfortunately, if you arrive late for your Session, we will not be able to continue past the scheduled end time due to the scheduling of other clients (and we will not be obliged to provide any refund to you).

4. Your dietitian may send you pre clinic paperwork. If they do, you must complete this before you meet for the first time. It is very important that you complete this with honesty, reflecting your child's health, food and feeding as the detail gleaned from these assessments will be the foundation for our sessions.

5. If you need to cancel, you may do so without charge if you provide at least 48 hours' notice to us. Please use the link provided in your initial appointment confirmation email. Please note that this link expires if there is less than 48 hours before the scheduled time. If you provide less than 48 hours' notice of cancellation this is counted as a missed session. You will not be granted another time slot due to the scheduling of other clients and will forfeit the fee paid.

6. You will need to practise implementing our advice between our Sessions in order to gain the most from them. By coming to our Sessions, you are committing to make the time to implement outside of our Sessions.

7. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this agreement within 14 days of booking, without giving any reason. However, by booking an appointment, you agree that we may begin providing services before the end of this 14-day period. If we've already started delivering the service — for example, by holding your appointment slot or preparing materials — and you then cancel, you agree to cover any reasonable costs incurred. If we've completed the service in full (i.e., the appointment has taken place), your right to cancel is no longer valid. In addition to your statutory rights, we operate the following business policy: Appointments cancelled with more than 48 hours' notice are eligible for a refund or reschedule. Appointments cancelled with less than 48 hours' notice, or missed entirely, will not be refunded. By booking, you confirm that you understand and accept these terms.

Fees and payments

8. We will charge you the fees advertised online for a two appointment package. This is payable in advance of the first session at the time of booking and if payment has not been received in cleared funds prior to the session, we will not proceed with the session.

Confidentiality

9. We may discuss matters that are sensitive in nature during our sessions. Subject to clause 10 below, we will keep all of such information confidential.

10. We may disclose certain of your information in the following circumstances:

- a) Where you consent to us sharing your information.
- b) Where we are compelled to disclose your information by court or by regulations or laws.
- c) Where we consider you or somebody else to be at risk or to prevent illegal acts or harm to you or to others.

11. We are bound by our professional standards to be part of clinical supervision groups. By working with us you agree that we may disclose any issues which arise out of the Sessions with our clinical supervisor and/or supervision group confidentially. We agree only to disclose such issues on a general basis and without disclosing your name or any other identifiable information.

12. We keep notes of our sessions in order to refer back to you in instances when this may be useful. These notes are stored in password protected cloud storage online.

13. We are bound by the Code of Ethics of The British Dietetic Association (BDA) and Health & Care Professions Council (HCPC). A copy of the Code of Ethics may be viewed at <https://www.bda.uk.com/uploads/assets/ef8656c5-320e-4d8d-b5c7ff7c82519d47/Code-of-Conduct.pdf> and <https://www.hcpc-uk.org/standards/standards-of-conduct-performance-and-ethics/>

Liability – READ THIS SECTION CAREFULLY

14. Nothing in this agreement shall limit liability for death or personal injury caused by negligence or by fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.

15. The Sessions shall be provided with due care, skill and ability. Other than this, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of therapy, no guarantees of any particular results can be made.

16. There shall be no liability for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by you as a result of you entering into this agreement.
17. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the total price paid by you for the sessions in the 12 months preceding any claim.
18. If we are prevented from or delayed in performing my obligations by your act or omission or by any circumstance outside of my control, we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.
19. The provisions of this liability section shall survive termination of this agreement.

Data Protection and Intellectual Property

20. We use and process your personal data in accordance with our Privacy Notice that you can view at <https://childrensnutrition.co.uk/privacy-policy/>
21. We are the owner or the licensee of all Intellectual Property Rights and all other rights in the materials and content that we use within the Sessions and nothing in this agreement or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in such material or content to you or to any other. You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials that we use in the Sessions. We grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content or material used in the Sessions for the purposes for which the Sessions were provided only.
22. You may not without my prior written consent make any audio and/or visual recordings of all or any part of our Sessions. We may make audio and/or visual recordings of our Sessions with your permission.

Termination

23. We may terminate this agreement at any time on immediate notice to you. If we do so, we will provide a pro rata refund for any Sessions that have not been used at the time of termination.

General

24. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties irrevocably agree 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 or claims).

By booking you consent to these terms and conditions

Date 12/9/25