

BOXWAVE FAMILY PROGRAMME

TERMS AND CONDITIONS

Boxwave Limited, company number 16265661, registered office 26 Adelaide Road, Leamington Spa, England, CV31 3PL.

Key points

These points summarise parts of the Terms. The full Terms below apply.

- You are entering into this contract as the parent or other person with parental responsibility for your Child. Your Child is not a party to the contract.
- The Programme is a 12 week online healthy lifestyle and behaviour-change coaching programme for families. It is not medical, dietetic or psychological treatment or advice and does not replace treatment or advice from your Child's doctor.
- The Fee is £495. No VAT is charged. You pay it in full when you sign up and the Programme starts the same day.
- Before you can sign up you must give the Health Data Consent and answer the Suitability Screening questions. Our system checks your answers automatically. A place is only available if your answers show that the standard Programme is suitable for your Child (clause 4).
- You can cancel within 14 days of signing up (clause 8). Because you ask us to start the Programme straight away, you pay for the part of the Programme delivered before you cancel. After the 14 days the Fee is not refundable except where clause 9 says otherwise.
- We record our live sessions so that replays are available. Only our presenters appear in the recording. We publish content that identifies you or your Child only if you give the separate Media Consent, which is optional (clause 11).
- The Programme is delivered through an online platform (Skool) operated by a third party in the United States. The platform is for parents. Your Child does not have an account and takes part under your supervision.

1. Definitions

"Boxwave Media" any Media created by us or by anyone acting on our behalf.

"Child" the child for whom you are signing up, identified in your Suitability Screening answers. The Programme is for children aged at least 6 and under 18 on the Start Date.

"Fee" £495. No VAT is charged.

"Health Data Consent" the consent to our collection and use of your Child's health information which you give on the sign-up page before answering the Suitability Screening questions.

"Media" any photograph, film, video, audio recording, screenshot, artwork, text, quotation or other material including all edited or derived versions of the same in which you or your Child appear, are named or are referred to or which records your or your Child's participation in the Programme.

"Media Consent" the consent to publication of Media given in our separate Media Consent Form, which is optional.

"Parental Responsibility" has the meaning given in section 3 of the Children Act 1989.

"Participant Content" any Media or other material created by you or the Child and provided to us or posted within the Platform, including messages, check-in answers, questions typed in live sessions, community posts, photographs, videos, drawings, written or spoken comments and testimonials.

“Platform” the online community and coaching platform through which we deliver the Programme, currently Skool, operated by Skool.com, Inc. in the United States, or any replacement platform we notify to you.

“Privacy Notice” our privacy notice available on our website and as updated from time to time.

“Programme” the 12 week Boxwave Family Programme described in clause 3.

“Programme Materials” all guides, meal ideas, activity and workout resources, videos, worksheets, recordings, community posts by us and any other content we make available to you as part of the Programme.

“Start Date” the day on which our payment provider confirms your payment of the Fee.

“Suitability Screening” the questions about your Child's age and health which you must answer on the sign-up page and the declarations you make with them.

“Terms” these terms and conditions.

“we”, “us”, “our” Boxwave Limited, company number 16265661, registered office 26 Adelaide Road, Leamington Spa, England, CV31 3PL.

“you”, “your” the adult who signs up the Child and enters into this contract.

2. Who we are, who you are and the parties to this contract

- 2.1. We are Boxwave Limited. We are a private company. We are not a registered charity, a healthcare provider or a school.
- 2.2. You confirm that you are at least 18 years old and that you hold Parental Responsibility for the Child. You confirm that you are not aware of any court order that prevents you from signing the Child up or that requires the agreement of another person. If another person also holds Parental Responsibility for the Child you confirm that you have told them about the Child's participation. We may ask for reasonable evidence of your identity and relationship to the Child.
- 2.3. This contract is between you and us. The Child is not a party to it. You are responsible for the Child's participation, conduct and supervision throughout the Programme.
- 2.4. Your contract for the Programme is with us and is made on these Terms. The Fee is paid to us through our payment provider and not through the Platform. Your use of the Platform is also subject to the Platform operator's own terms and privacy policy; those terms govern your use of the Platform's software and community features but do not form part of and do not vary, this contract.

3. The Programme

- 3.1. The Programme is a 12 week online healthy lifestyle and behaviour-change coaching programme for families, delivered to and through you as the parent. It includes: (a) a structured week by week plan with a focus and actions for each week; (b) general healthy-eating guidance and meal ideas; (c) general activity and workout resources; (d) weekly check-ins; (e) live group coaching and question and answer sessions, with replays; (f) a short personalised welcome video for your Child; and (g) access to the private Programme community on the Platform for the duration of the Programme. Programme content is released progressively over the 12 weeks.
- 3.2. The Programme is delivered online through the Platform and by email. You will need a suitable device, internet access and a Platform account in your own name. The Platform is intended for adults. The Child does not hold a Platform account. Where the Child watches Programme content or a live session the Child does so through your account and under your supervision and you are responsible for the Child's use of the Platform. We do not provide equipment.
- 3.3. The Programme is a lifestyle and behaviour-change coaching programme. It is not medical, dietetic or psychological treatment, assessment, diagnosis or advice and nothing we provide

replaces any of the same provided by the Child's doctor or any other registered health professional. Our guidance is general. We do not create an individual diet, calorie target, nutritional prescription, target weight or exercise programme for the Child and we do not set or prescribe weight loss for any Child. Our eating and nutrition guidance has been reviewed by a registered paediatric dietitian. Our coaches are not registered health professionals unless we tell you otherwise in writing. The Programme is not designed for a Child who needs medical, dietetic or psychological treatment or supervision for their eating, weight, growth or activity.

- 3.4. Every Child is different. We do not promise any particular outcome, including any change in the Child's weight, fitness, health or wellbeing.
- 3.5. Live sessions are delivered by us to all attending families. You can see and hear us, you cannot see or hear other families and they cannot see or hear you. Where a live session has a text chat, questions and comments typed into it can be seen by other families attending. Do not put your Child's full name or any information about your Child's health in the chat; if you need to talk to us about your Child's health, use your weekly check-in or email us. We record live sessions so that replays are available to Programme families. The recording shows our presenters only.
- 3.6. We may make changes to the Programme content, schedule, coaches or Platform where the change does not materially reduce the service or where a change is needed to comply with law or safety requirements. We will tell you about any material change and if it significantly reduces the service you may end the contract and receive a refund for the part of the Programme not yet delivered.

4. Signing up, screening and when the contract is made

- 4.1. To sign up you must: (a) give the Health Data Consent; (b) answer the Suitability Screening questions truthfully and completely and make the declarations that accompany them; (c) accept these Terms; and (d) pay the Fee.
- 4.2. Our system checks your Suitability Screening answers automatically. A place on the standard Programme is available only if the Child is aged at least 6 and under 18 and your answers to the health questions show that the standard Programme is suitable for the Child. If your answers do not meet those conditions our system will tell you that we cannot offer a place and you will not be able to continue to payment.
- 4.3. If you think the result of the automatic check is wrong, for example because an answer was entered by mistake you can ask us to review it by emailing enquiries@boxwave.co.uk. A person at Boxwave will check your answers, may refer the question to our paediatric dietitian or ask you for written confirmation from your Child's doctor or dietitian. We aim to provide an initial response to your query within 10 working days. We do not make medical judgements about your Child ourselves.
- 4.4. The contract is made when your payment is confirmed and the Programme starts on the Start Date. We will email you confirmation of the contract with a copy of these Terms and your access details.
- 4.5. You confirm that your Suitability Screening answers and declarations are true and complete and that you will tell us immediately by email if any answer is no longer accurate. If an answer was inaccurate or changes, we may pause or end the Child's participation under clause 5.6.

5. Health, safety and suitability — your responsibilities

- 5.1. You are responsible for deciding (with the Child's doctor or other professionals where appropriate) that the Programme is right for your family.
- 5.2. Where the Child has a medical condition, disability or special dietary or physical requirement or is under the care of a doctor, dietitian or other clinician you remain responsible for following that professional's advice. Advice from the Child's doctor, dietitian or other health professional

takes priority over anything in the Programme. If you tell us about a disability we will consider whether reasonable adjustments to the way we deliver the Programme are needed.

- 5.3. You are responsible for the Child's safety during all Programme activities. You will: (a) supervise the Child during physical activity; (b) make sure the Child is in a safe environment and has suitable clothing, footwear, water and any equipment needed; (c) stop any activity that causes the Child or you pain, dizziness, breathing difficulty beyond normal exertion or distress; and (d) not require the Child to continue any activity the Child does not want to do.
- 5.4. You will not require the Child to follow any guidance that conflicts with advice from the Child's doctor or other clinician and you will consult a doctor before making any significant change to the Child's diet or before restricting the Child's food intake.
- 5.5. You will tell us immediately if the Child shows signs of distress about food, eating, body image or weight or if the Child suffers any injury or illness connected with the Programme.
- 5.6. We may pause or end the Child's participation if we reasonably consider that the Programme is not suitable or safe for the Child, that a Suitability Screening answer was inaccurate or has changed or that clauses 5.2 to 5.5 have not been followed.
- 5.7. In an emergency, call 999. We are not an emergency service and cannot respond to medical emergencies.

6. Safeguarding and conduct

- 6.1. We follow our Safeguarding Policy, available at [\[link\]](#), which sets out our designated safeguarding lead and contact details.
- 6.2. You must supervise the Child whenever the Child uses the Platform, watches Programme content or watches a live session. We do not hold private one to one calls or private one to one messaging with the Child. Messages intended for the Child are sent to you or to a channel that you can see.
- 6.3. We do not record you or the Child. We record our presenters in live sessions as described in clause 3.5. Anything you type in a live session chat, your check-in answers and your community posts are kept as part of the Programme record in accordance with the Privacy Notice.
- 6.4. If we have a concern about the safety or welfare of the Child or any other child we may share information with statutory agencies in accordance with our Safeguarding Policy and the law with or without your consent.
- 6.5. You and the Child must treat our staff and other families with respect and must follow the community rules published on the Platform. You must not share outside the community any post, image or other content from the community that relates to another family. We may remove you or the Child from the community and end the contract for serious or repeated breach.

7. Fee and payment

- 7.1. The Fee is payable in full when you sign up. Our payment provider processes your card details, we do not see or store your full card number.
- 7.2. We may change the Fee for people who sign up in future. The Fee for your Programme will not change after the Start Date.

8. Your right to cancel within 14 days

- 8.1. Because this contract is made online you have the right to cancel it for any reason within 14 days beginning on the day after the Start Date. To cancel email enquiries@boxwave.co.uk. You may use the cancellation form in Schedule 1 but you do not have to.
- 8.2. When you sign up you ask us to start the Programme straight away within the 14 day cancellation period. If you cancel within the 14 days you must pay for the part of the

Programme delivered up to the day you tell us you are cancelling. We will refund the rest of the Fee within 14 days of your cancellation using the same payment method.

9. Ending the contract after the 14 day period

- 9.1. You may stop taking part in the Programme at any time by emailing us. After the 14 day period the Fee is not refundable except as set out in clauses 9.2 and 9.3 or where the law requires a refund.
- 9.2. If we end the contract for a reason other than your breach (for example because we can no longer run the Programme) or if we pause or end the Child's participation under clause 5.6 because the Programme is not suitable for the Child we will refund the part of the Fee that relates to the Programme weeks not yet delivered.
- 9.3. We may end the contract by emailing you if: (a) you or the Child seriously or repeatedly breach this contract; (b) a Suitability Screening answer was inaccurate in a way that is material to the Child's safety; or (c) you or the Child behave abusively towards our staff or other families. In those cases we will refund the part of the Fee that relates to the Programme weeks not yet delivered, less our reasonable costs.

10. Programme Materials

- 10.1. We own or are licensed to use all intellectual property rights in the Programme Materials. We grant you a personal, non-transferable licence during the Programme and for 12 months afterwards to use the Programme Materials for the Child's participation in the Programme and solely for your household's personal use.
- 10.2. You must not copy, share, publish, sell or otherwise make available any Programme Materials or any content from the private community to anyone outside your household and you must not use them for any commercial purpose.

11. Filming, content and ownership

- 11.1. We record live sessions and may create other Boxwave Media during the Programme. Taking part in any content session arranged specifically to create Boxwave Media in which you or the Child appear is voluntary and is governed by the Media Consent.
- 11.2. All copyright and other intellectual property rights in Boxwave Media belong to us from the moment of creation. Neither you nor the Child has or shall acquire any rights in Boxwave Media.
- 11.3. You assign to us with full title guarantee all present and future copyright and all other intellectual property rights in all Participant Content created by you, throughout the world, for the full period of those rights including all renewals, extensions and reversions so that we own that Participant Content absolutely and may use it for any purpose. You irrevocably and unconditionally waive all moral rights in that Participant Content to which you are or may become entitled under Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 or any similar law anywhere in the world.
- 11.4. To the extent any Participant Content is created by the Child: (a) you confirm as the holder of Parental Responsibility that the Child may provide it to us and that we may use it in accordance with these Terms; (b) so far as you are able to do so on the Child's behalf you grant us an irrevocable, perpetual, worldwide, royalty free licence to use, copy, adapt, publish and exploit it for any purpose and you confirm the Child's agreement to that licence; (c) you agree that if we ask at any time including after the Child reaches 18 you will ask the Child to sign a confirmatory assignment of the Child's rights in that Participant Content to us in the form we reasonably request; and (d) you will not assert and will use reasonable efforts to ensure that the Child does not assert any right in that Participant Content against us or anyone authorised by us.
- 11.5. For the purposes of Part II of the Copyright, Designs and Patents Act 1988 you consent and so far as you are able to do so on the Child's behalf you confirm the Child's consent to the recording of any performance given by you or the Child in any content session you choose to

take part in and to our use, copying, distribution, broadcast and making available of those recordings, within the scope of the Media Consent.

- 11.6. We will use Media that identifies you or the Child outside our organisation (including on our website and social media channels, in advertising and marketing, with broadcasters or press) only where you have given and have not withdrawn the Media Consent and only within its scope. Whether you give the Media Consent is your choice. Refusing or withdrawing the Media Consent does not affect this contract or the Child's place on the Programme. Without the Media Consent we may still use Media internally to deliver and improve the Programme, for coaching review, training for safeguarding, record keeping and to comply with law, in accordance with the Privacy Notice.
- 11.7. No fee, royalty or other payment is or will become due to you or the Child for any Media or Participant Content for the rights granted in this clause 11 or for any use we make of them whether or not the Media Consent is given.
- 11.8. You confirm that Participant Content you or the Child provide is your own or the Child's own work, does not infringe anyone else's rights, is not unlawful or offensive and that any other person shown in it has agreed to its use by us. You are responsible for any Participant Content you or the Child provide.
- 11.9. Nothing in these Terms stops you from taking and sharing your own photographs and videos of the Child's progress on your own personal accounts but you must not do so for commercial benefit. You must not share Programme Materials, any content from the private community or any Media of other families or their children.
- 11.10. You will sign any document and do anything we reasonably ask to confirm or give effect to the ownership and rights set out in this clause 11.

12. Our responsibility for loss or damage

- 12.1. Nothing in these Terms excludes or limits our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) breach of your rights under the Consumer Rights Act 2015 to receive the Programme with reasonable care and skill; or (d) any other liability that cannot be excluded or limited by law.
- 12.2. We are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our failure to use reasonable care and skill. Loss or damage is foreseeable if it is obvious that it will happen or if at the time the contract was made both we and you knew it might happen.
- 12.3. We are not responsible for loss or damage caused by your failure to comply with clause 5 or for any loss of income, business or profit.
- 12.4. Subject to clause 12.1 our total liability to you under or in connection with this contract is limited to the Fee paid for the Child's Programme.
- 12.5. We use a third party Platform to deliver the Programme. If the Platform is unavailable for reasons outside our control we will use reasonable efforts to provide access by another means or to extend the Programme so that you receive the full Programme.

13. Personal data

- 13.1. We are the controller of the personal data we collect about you and the Child in connection with the Programme. Our Privacy Notice explains what we collect, why, who we share it with, where it is stored (including on the Platform which is operated in the United States), how long we keep it and your rights.
- 13.2. Information about the Child's health is used only as set out in the Privacy Notice and the Health Data Consent. The automatic check of your Suitability Screening answers is described in clause 4

and in the Privacy Notice. Publication of Media identifying you or the Child is governed by the Media Consent which is separate from these Terms and optional.

- 13.3. The Platform operator processes personal data under its own terms and privacy policy when you use the Platform's features. You should read those documents.

14. Complaints

- 14.1. If you have a complaint, please email enquiries@boxwave.co.uk with the details. We will acknowledge your complaint within 5 working days and aim to respond fully within 20 working days.
- 14.2. We are not required to use and do not use an alternative dispute resolution provider. You may bring a claim in the courts as set out in clause 15.8.

15. General

- 15.1. We may change these Terms for people who sign up in future. We may change the Terms that apply to your current Programme only where the change is required by law or is minor and does not disadvantage you and we will tell you in writing before it takes effect.
- 15.2. We may transfer our rights under this contract to another organisation and will tell you in writing if this happens; your rights under this contract will not be affected. You may not transfer your rights to anyone else.
- 15.3. The answers and declarations you gave on the sign-up page to the Programme, the Health Data Consent and any Media Consent are incorporated into these Terms. These Terms are the whole agreement between us for the Programme. This does not limit any rights you have in respect of information we gave you before you entered into the contract.
- 15.4. If any part of these Terms is found to be unenforceable the rest of the Terms continue to apply.
- 15.5. If we do not insist immediately that you do anything you are required to do under these Terms or if we delay in taking steps against you that does not mean you do not have to do it and it does not prevent us taking steps against you later.
- 15.6. No one other than you and us has any right to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999.
- 15.7. Notices under these Terms must be in writing and sent by email to the address you gave when you signed up (for you) and to enquiries@boxwave.co.uk (for us).
- 15.8. These Terms are governed by the law of England and Wales. You can bring legal proceedings in the courts of England and Wales. If you live in Scotland you can bring proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring proceedings in either the Northern Irish or the English courts.

Schedule 1 — Cancellation form

Complete and return this form only if you wish to cancel the contract within the 14 day period.

To: Boxwave Limited, 26 Adelaide Road, Leamington Spa, CV31 3PL. Email: enquiries@boxwave.co.uk

I hereby give notice that I cancel my contract for the supply of the following service: Boxwave Family Programme, started on [date].

Name of consumer: [] Email address used to sign up: [] Address of consumer: []

Signature of consumer (only if this form is notified on paper): [] Date: []