



HCA Student Agreement

These terms can also be found in the **Student Resource Centre** in your Academy.

1. Agreement

These terms and conditions form the agreement between Health Coaches Academy Ltd (“HCA” “us” “our” “we”) and our students (“you” “your”). This agreement commences when you register with the Health Coaches Academy Ltd (see appendix for your course details) and continues until you graduate.

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

HCA is dedicated to providing a comprehensive and supportive educational experience. Our commitment to enrolled students includes:

1. Highly interactive courses ensuring an engaging learning experience. All programmes are certified, meeting industry standards and providing you with credentialled qualifications.
2. Our programmes are delivered by a team of qualified and experienced professionals dedicated to your success.
3. We offer robust student support to address any queries or concerns you may have throughout your learning journey.

Our programmes are structured to ensure a rich and immersive learning experience. Key components of our delivery include:

- Online Core Live Mentor Sessions with peers and your mentor to engage with the course content and practise coaching skills.
- Monthly Calendar of Live Online Events.
- In-Person Live Training Events (optional and this only applies to the Diploma).
- Quarterly Online 1-Day Special Live Events.
- Supported Case Study Process; you will recruit volunteers and receive group support for your case studies.
- Online Community Support.

HCA agrees to provide the Course detailed in the attached Appendix, to the appropriate accredited standard, in return for payment of the Fees.

HCA reserves the right to update the programmes and course materials to reflect changes in research findings or to meet accreditation requirements.

3. Enrolment and Commencement

Once we receive i) your registration form, ii) acceptance of our offer letter, and iii) payment of either the registration fee or payment in full, we will send you an official ‘Welcome to the course’ email, confirming that your application is complete.

The Course Commencement Date is communicated on your ‘Welcome to the course’ email.

4. Your commitment to us

4.1 All courses offered by the Health Coaches Academy require a commitment of time, co-operation, and participation. The specifics of your course and your obligations in order to be able to graduate from the Course are attached as an Appendix. Failure to complete the Course within the timescale indicated may result in you being unable to graduate, unless otherwise agreed in advance with HCA.

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

- Timely completion of assignments and assessments.
- Attendance at Core Live Mentor Sessions.
- Engagement in practical exercises, discussions, and group activities.
- 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 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. Your Mentor and Student Support team are there to support you, so please reach out to them for any additional support required. Failure to comply with the Certification Requirements detailed in the attached Appendix may result in you not being able to graduate without re-taking the Course and paying further Fees.

4.4 If for any reason you are unable to meet the course requirements for any of the pillars or have not been able to attend the minimum number of CORE mentor sessions, you may be unable to progress to the next pillar. Depending on the circumstances, this could require you to either extend your course term or restart and repeat the pillar. Each of these options may incur additional charges, typically based on the monthly course fee.

4.5 If you are unable to complete the course within the allocated timeframe, please contact Student Support as soon as possible to discuss your situation, review the extension options and applicable additional fees.

4.6 You may not grant access to your learning profile to anyone else, regardless of having signed up for the course together. This is not permissible under any circumstances and both parties may be penalised in such manner as HCA deems appropriate (which may include not permitting you to graduate) for the violation of this clause. Each student is required to access their course content and submit their assignments and all the required documentation from their personal authorised student 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 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 pairs, triads, tripods or other group sessions. You will treat your coaching partners with confidentiality, respect and professionalism. You agree to maintain strict confidentiality regarding all information shared in peer coaching sessions. This includes, but is not limited to, personal information, goals, challenges, strategies, and any other sensitive information disclosed.

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 Academy”) and Facebook group) in good faith and in a way that will not bring disrepute or cause reputational or other damage to HCA, its employees, agents or representatives, or to fellow students.

6.2 You agree that you will not upload or provide content in the Academy communities, discussion forums, comment areas or on the Facebook Page 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 programmes 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 this Agreement.

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 HCA, 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 Site.
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 Platform or the Facebook Page.
4. Gain or attempt to gain unauthorised access to the Site or Facebook Page including the networks or user accounts; or
5. Attempt to or engage in conduct that damages, disables, overburdens, or impairs the Site, Facebook Page, servers, or networks.

7. Your financial commitment (Fees)

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

7.2 The Fees payable for the Course are detailed in your offer letter. Fees can either be paid in full, or via a payment plan. Should you opt for the payment plan, you agree to make payments in accordance with the terms offered. Your first payment is due 4 weeks before the start of your course, which will then be your regular payment date for each payment thereafter.

7.3 Other costs:

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

For UK students, fees quoted are inclusive of VAT.

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

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

Whilst we provide you with all the course materials, students are responsible for their own personal costs associated with participating in group training calls (cost of a local call/mobiles or Zoom), and transport and accommodation, if required, for in-person events. You are also responsible for purchasing the required reading books at your own expense. Because most of this course is delivered online, reliable access to WiFi will be required for online participation, the Academy for the curriculum and to download and upload assignments.

7.4 HCA reserves the right to suspend you from any of the Health Coaches Academy courses if you are in arrears with Fees and fail to communicate regarding owed Fees. The suspension entails deregistration from everything that is course related (i.e. course mailing list, platform and social media). Suspension will be lifted once financial obligations have been met.

7.5 Your course 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 the course.

7.6 You acknowledge that, if necessary, the Health Coaches Academy will engage the services of a Debt Collection Agency to attain 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. Withdrawing and Refunds

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 Course Fees (excluding registration fees) may be processed upon your request, in writing to Student Support, within a 14-day withdrawal period after payment of registration fee, as detailed in your welcome to your course email.

8.3 Under exceptional circumstances, students who have not yet started the course or are within the first 30 days of the course may request a transfer to another intake within the same calendar year without forfeiting their fees. Such requests will be considered on a case-by-case basis. If the transfer is to an intake in the subsequent calendar year, the course fees may be adjusted to reflect the fees applicable to that year as per terms agreed upon at the time of registration.

9. Certification

9.1 Upon successful completion of and graduation from the Health Coaches Academy Course you may refer to yourself using the terminology of the qualification achieved.

10. Warranties and Indemnities

10.1 HCA provides its services through third party service providers for the Website, Social media and Learning Platform. To the extent provided by law, HCA cannot guarantee against third party interference or compatibility across all third-party software and hardware. HCA, will however invest maximum efforts to ensure consistent, seamless and professional services through the third-party service providers to the best of their ability. HCA 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 HCA's reasonable control.

10.2 You agree to indemnify HCA, 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 and Facebook page.

10.3 Health Coaches Academy 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. Students are responsible for their own health decisions and actions.

10.4 You will need to procure your Health Coach Insurance (student). More details will be provided in the early stages of your course; insurance needs to be in place before you start your work with any volunteers outside of the course.

11. Intellectual Property Rights

The Health Coaches Academy retains all rights, title, and interest in and to all intellectual property used or provided as part of the Course, 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 HCA itself or its authorised guests and agents as part of the Course. By enrolling in the Course, you agree to the following:

11.1 Non-Disclosure and non-distribution: You shall not disclose, sell, distribute, or otherwise deal with our Materials except as expressly permitted under these terms and conditions.

11.2 Permitted Use: You may use the Materials solely for the purpose of conducting health coaching sessions to paying or pro bono clients. This includes:

- One-to-one sessions
- Group sessions
- Online sessions
- Face-to-face sessions
- Corporate settings, provided the sessions are conducted by a Health Coaches Academy certified coach.

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

- Distribution to any coach or health practitioner who has not completed full training at the Health Coaches Academy.
- Using the materials to provide training to other coaches or health professionals.
- Creating commercial content or developing courses for commercial gain.

11.4 Rebranding and Corporate Use: If you are using HCA 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 the Health Coaches Academy, 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.

These terms shall remain in effect during and beyond the contract agreement period.

12. Data Protection

HCA collects and processes personal data for the execution of the contractual obligation between HCA and the student for educational purposes in accordance with the Protection of Personal Information Act (POPIA) and the General Data Protection Regulation (GDPR). All student 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. HCA has implemented appropriate organisational measures to safeguard the security and integrity of personal information.

By enrolling in an HCA course, 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 HCA may collect and process personal information, including but not limited to your name, contact details, payment information, and academic records, for the purposes of managing your enrolment, delivering educational services, maintaining academic records, and communicating with you regarding course-related matters.

You acknowledge that HCA may also collect and process sensitive personal data, such as health information, if relevant to the educational programmes provided by HCA. 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 HCA sharing your personal information with third-party service providers, such as payment processors and learning management system providers, for the purpose of delivering 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 HCA's instructions.

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

You understand that HCA 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 HCA 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.

Should you require further information on HCA's data protection policy or your personal data please contact us by email: compliance@healthcoachesacademy.com.

13. Termination

Whilst you are a registered student with HCA this agreement remains in effect. Registration concludes 1 month after your graduation or on the date of course access expiration, whichever comes first.

We reserve 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 the HCA Academy or Facebook 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 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).

14. Entire Agreement

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

Queries and Concerns

If you have any concerns relating to these Terms and Conditions, please contact Student Support (studentsupport@healthcoachesacademy.com) as soon as possible detailing your concerns.

Appendix

Diploma in Health and Wellness Coach Training Programme - Qualifi Level 5

1. HCA's Qualifi Level 5 Diploma Health Coach Training Programme is a Mentor-supported learning experience, which is completed in around 12 months.
2. The course consists of four (4) Pillars:
 - Pillar 1: Foundations of Coaching
 - Pillar 2: Foundations of Health & Wellness
 - Pillar 3: Health Coaching in Action
 - Pillar 4: Becoming a Health Coach: Essential Launch Formula & Case Studies
3. During each Pillar, you will have weeks of non-Mentor Group contact called 'Progress Weeks' to allow completion of quizzes, assignments, reading and course materials.

3 Day Live In-Person Training

4. Your course fee includes a 1 x 3-day live in-person training event. 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 to benefit from the full value of their training and contribute towards the live hours' requirement of 90 hours. Attendance at one in-person live event is included in the course fee, however it does not include any additional costs related to attendance (accommodation, meals, transport etc). Should you wish to attend a second live in-person event you will be notified of availability of places, and attendance costs if and when bookings are opened.
 - 3-day live in-person events run in the UK 2 x per annum in London (you choose which one live event you wish to attend).
 - 3-day live in-person events run in South Africa in Johannesburg, 1 x per annum.

Core Live Mentor Sessions

5. Core Live Mentor Sessions are designed to accelerate your progress and consolidate learning through your Level 5 Diploma in Health & Wellness Coaching. Having selected your top three, time preferences for your weekly Core Live Mentor Session, you will then be allocated to one of them and informed by email.
6. Throughout Pillars 1-3 you will normally remain with the same group of students and you are strongly encouraged to attend all weekly Core Live Mentor Sessions, however as a minimum you must attend a six (6) out of the eight (8) Core Live Mentor Sessions for each Pillar of the course.
7. Once you receive confirmation of your Core Live Mentor Session time, this is deemed as acceptance of the session time. Should you need to amend your session time, this may be possible under exceptional circumstances, please discuss this with Core Support, who will do their best to allocate you to a different session.
8. HCA may, on occasion, record Mentor Sessions for the purposes of quality control, content evaluation and delivery review. This practice aligns with HCA's commitment to maintaining excellence and professional standards in its services. The recordings will be stored securely in accordance with GDPR/POPIA. By signing this agreement, you hereby consent to the recording and subsequent review of your Mentor Sessions as outlined above.

Your Commitment To Us

9. The Qualifi Level 5 Diploma in Health & Wellness Coaching runs for 12 months.
10. The programme includes approximately 650 total hours (which includes Core Live Mentor Sessions, case studies, reading and course content) naturally some people may take longer to complete modules.
11. You need to log 90 hours of live contact hours, which complies with the requirements of the UK & International Health Coaches Association (UKIHCA) and NQF Level 5 (Qualifi). Therefore, please plan your live attendance to ensure this is achievable over the 12 months.

12. Live sessions include the following: Coaching clinics, Core Live Mentor Sessions, Coach, Connect & Support Sessions, live webinars and an in-person event.
13. You need to log 50 hours of coaching, which will include attendance at Core Live Mentor session breakout rooms, Tripod coaching sessions, case studies and volunteer coaching sessions.
14. 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 HCA 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 practise, the responsibility for following the process and launching your practice remains with you.

Certification Requirements

15. To achieve your Level 5 Diploma and become a qualified Health Coach, you need to:
 - complete **all** required coursework & logs/reflections
 - achieve the required live contact hours (90 hours)
 - complete the required number of coaching hours (50 hours)
 - submit a recorded coaching session in Pillar 1
 - pass a live supervised coaching session
 - undertake the stipulated number of Case Study sessions and complete all related documentation
16. ALL of the above steps must be completed. It is your responsibility to be aware of these requirements and undertake them within the course duration (12 months)
17. Following graduation, you will receive:
 - Optional PCI Certificate at the completion of Pillar 1 (where appropriate)
 - Your Health Coaching Diploma Certificates (Qualifi Level 5 & Association for Coaching)
 - Your Health Coach seal for your website and marketing materials
 - Your 'done for you' Coaching Programmes, Materials and Tool Kit (see details below)
18. All graduates will receive the following Health Coaches Academy Coaching materials (after qualification), which have been created specifically for our course.
 - A range of 'done for you' programme resources
 - PowerPoint Presentation Slide pack
 - Seals, Badges and selected HCA Branding material
 - Full Coaching Toolkit
19. HCA retains all rights, title, and interest in and to all intellectual property, whether registered or unregistered, created by us. Refer to clause '11. Intellectual Property Rights' of the Terms and Conditions for details on permitted use of the materials.