

## The Mini Metabolic Health Programme/ Preparing for Surgery Programme Terms & Conditions

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# 1 Introduction

The Combe Grove Mini Metabolic Health Programme is designed to provide the knowledge, skills, and support to empower:

- clients with an interest in improving their own Metabolic Health to learn and develop their understanding of the key drivers to Metabolic Health and to make sustainable lifestyle choices.

The Mini Metabolic Health Programme is centered around a 2-night residential stay which allows clients to retreat from everyday life and to focus on developing an understanding of the **Five Roots of Metabolic Health™** whilst enjoying activities that promote health and wellbeing. The Mini Metabolic Health Programme includes a 3-month membership of The Combe Grove Metabolic Health Community which provides clients with:

- preparation before arrival at Combe Grove
- 2-night residential stay at Combe Grove
- option to add a 3-month membership of the Club at Combe Grove for an additional fee

These are the Terms and Conditions that apply when you book The Mini Metabolic Health Programme at Combe Grove.

Where we refer to “Combe Grove”, “we” or “us” in these Terms and Conditions we mean The Elmhurst Foundation, trading as Combe Grove, a charity registered under number 1163539 and a company registered under number 09544512, whose registered office is at Combe Grove, Brassknocker Hill, Monkton Combe, Bath, BA2 7HS.

Please read these terms carefully before you make a booking with us. You will be asked to confirm your acceptance of these Terms and Conditions when you make a booking.

We reserve the right to amend these terms and conditions at any time and you must therefore check them each time that you make a booking. The Terms and Conditions applying to your booking will be those in place on the date that you make your booking.

These Terms and Conditions apply to all other services supplied to you during a Mini Metabolic Health Programme, including all therapies and treatments, and no other Terms and Conditions shall apply.

## 2 Booking

### 2.1 Booking Process

You must be at least 18 years old to both make a booking and to attend The Mini Metabolic Health Programme. After your initial enquiry, a Health Declaration will be sent to you for completion by you, to return to us, to determine your suitability for attendance on The Mini Metabolic Health Programme. A copy of these Terms and Conditions will be sent at the same time.

Once your suitability is confirmed to you, you will be asked for payment. See below under Pricing and Payment.

We will confirm our acceptance of your booking by sending you an email to the email address that you provide during the booking process. The contract between us for the provision of your Mini Metabolic Health Programme and any additional services added to your booking will be formed when you receive this email confirmation from us after payment has been made. Please see below, under Pricing and Payment.

Your 3-night returners' stay will be scheduled 3 months after your initial stay. This date can be amended in consultation with the Welcome Team. Bookings for The Mini Metabolic Health Programme are personal to you and are not transferable.

Please notify us at the time of booking if you will need to bring an assistance dog with you for the duration of the residential stays at Combe Grove. No other animals are permitted on residential stays at Combe Grove.

Please check that the details of your booking are complete and accurate before you confirm your booking to us. We will not be liable for any delay or non-performance if you provide us with incorrect information.

If you think that there is a mistake in your booking or if you wish to make any changes to a confirmed booking, please contact us at

- [welcome@combegrove.com](mailto:welcome@combegrove.com) or on **01225 834644**

For more information on cancellation, please see Cancellation below.

The Mini Metabolic Health Programme is a carefully considered package of services, and the content cannot be varied at your request. We reserve the right to make changes to our services to reflect changes in relevant laws and regulatory requirements and/or to implement improvements and minor adjustments.

No reimbursement can be made for any unused part of the package.

## 2.2 Health Status and Health Declaration

You accept that we, and our team, are not medically trained and are not qualified to provide any assessment or advice on whether you are medically fit to participate on The Mini Metabolic Health Programme, participate in any activity or use any equipment. We suggest that you seek your own professional medical advice prior to joining The Mini Metabolic Health Programme and/or prior to using our facilities and equipment, including but not limited to where you have a medical condition or are taking medication which may affect your ability to exercise or use any equipment or facilities provided by us. In the absence of any negligence or other breach of duty by us, your use of our equipment and facilities is entirely at your risk.

The Mini Metabolic Health Programme is not intended to replace or substitute professional medical advice and you should not ignore professional medical advice or opt not to obtain professional medical advice as a result of The Mini Metabolic Health Programme. You should not make changes to any existing medication or treatment regime has been prescribed by a medical professional, nor commence any new medication or treatment regime, without obtaining professional medical advice first.

Prior to us finalising your booking, you will be asked to complete a Health Declaration to assess your suitability for The Mini Metabolic Health Programme. Based on the information given on your Health Declaration, should you then be considered not suitable, you will be advised of this.

Please note that Combe Grove can accept no responsibility of any kind whatsoever for any inaccurate information included on the Health Declaration.

You are responsible for your own state of health, physical condition and wellbeing at all times and you must let us and your GP know as soon as possible if you feel unwell whilst participating on The Mini Metabolic Health Programme.

You may only use the equipment and facilities provided by us in the correct manner and you must not use them in any manner which constitutes a health and safety risk either to yourself or to others.

You should not attempt to use any equipment or facilities until a suitably qualified instructor has instructed you how to use it correctly and/or you have completed your induction session.

You accept that using our equipment and facilities may be physically challenging and carries with it risk that we cannot entirely eliminate, including risk of personal injury.

You should not visit the Combe Grove Estate or use any of our facilities or equipment when under the influence of alcohol or illegal drugs or when you are suffering from any infectious or contagious illnesses, diseases or other ailments such as cuts, abrasions, open sores or infections.

If you are suffering from any form of contagious illness, such as a cold or similar virus, please contact us as soon as possible in advance of the scheduled arrival date for your Mini Metabolic Health Programme. In these circumstances, we will work with you to reschedule your Mini Metabolic Health Programme to begin within 6 months of the original scheduled arrival date, subject always to availability. If we are unable to make the change, or the consequences of making the change are unacceptable to you, you may want to cancel the contract in accordance with the cancellation provisions set out under Cancellation, below.

Should any of the details included on your Health Declaration change between the date of booking and the commencement of your Mini Metabolic Health Programme, you are required to contact Combe Grove to advise of such changes and any failure to do so will be regarded as a breach of contract. Combe Grove will then consider whether there is any reason for whether you are now unable to undertake The Mini Metabolic Health Programme. Should this be the case, you will be offered a full refund. A full refund will be offered up to 28 days before the arrival date; after this date only credit for the full amount, against a future Mini Metabolic Health Programme, will be offered.

You should not attend Combe Grove when suffering any contagious illness or disease including the common cold. Please see details on rescheduling should you become ill before your residential stay.

## 2.3 Pricing and payment

On initial contact with the Booking Team at Combe Grove, a £300 deposit will be required to reserve your place on your chosen if booked more than 30 days in advance of your arrival date and the remaining balance will be due 30 days prior to your arrival date. If you book your place within 30 days of your arrival date, payment must be made in full to confirm your booking.

Once you have completed and returned a Health Declaration, and if you have been confirmed as suitable for The Mini Metabolic Health Programme, you will then be asked for payment. Payment must be made in full at the time of completing your booking and will be the price quoted to you at the initial stage of booking, subject to the remainder of this section.

The deposit is refundable in full if you have not been confirmed as suitable for The Mini Metabolic Health Programme.

Prices are per person for The Mini Metabolic Health Programme and are inclusive of VAT at the applicable rate at the time of booking. If the rate of VAT changes between the date of your booking and the commencement of The Mini Metabolic Health Programme, we may adjust the rate of VAT and the price you pay may change. We will let you know if this happens. In this circumstance our normal cancellation and amendment policies, as set out below, shall apply.

We reserve the right to increase our prices after the date of your booking. If we do so we will notify you in writing of the price increase and the date on which it will take effect. If you are not happy with the price increase, you may contact us before the price increase takes effect to cancel your Mini Metabolic Health Programme and receive a refund of any sums paid by you prior to the date of cancellation.

The price paid includes an allowance which can be used during your residential stay towards treatments, therapies and individual exercise and nutrition consultations. The choice of services offered will be subject to availability. These credits may only be used by you, the client, and are not transferable to any other party. The allowance, if not

used in full or in part, is not refundable under any circumstances. Subject to availability, you may book and pay for additional therapies and treatments.

During the residential stay, you may choose to share your room with a companion who is known to you and who is also a client of The Mini Metabolic Health Programme. In this case, each client pays for The Mini Metabolic Health Programme at a price which is based on shared occupancy, and which will be confirmed to you at the time of booking.

You may also choose to share your room with a life partner who is not joining The Mini Metabolic Health Programme nor benefiting from membership of the Combe Grove Metabolic Reset Community. Specific charges apply and will be confirmed to you at the time of booking.

Any other extras that you choose during your residential stay can either be paid for at the point of purchase or booking or, can be added to your bill and be paid for at the time of departure. Clients wishing to make charges to their bill will be required to agree to a preauthorisation of their credit card on arrival. If you fail to pay any such sum at departure, we reserve the right to make a charge to the credit card details that you provided when making your booking.

Payment may be made by debit or credit card. We accept Visa, MasterCard and American Express. We do not accept corporate or personal cheques.

Please also refer to the section Cancellation, Amendment and Early Departure below, which details our cancellation and amendment policies.

### 3 Occupancy

The maximum room occupancy is two adults. You must not exceed the maximum occupancy for the room allocated to you. We reserve the right to conduct checks on occupancy and compliance with these terms. Occupancy is not transferable.

Those under 18 years old are not permitted to attend The Mini Metabolic Health Programme.

### 4 Accessibility

The Combe Grove Access Statement is available at <https://combegrove.com/access/>. For more information and to discuss your individual needs, please contact us at [welcome@combegrove.com](mailto:welcome@combegrove.com) or **01225 834644** to discuss.

When making a booking you confirm that you have read the Access Statement and agree that any restrictions and adaptations set out in the statement, or confirmed in writing following individual discussion, will meet your needs.

### 5 Availability

Spaces on The Mini Metabolic Health Programme and all rooms are subject to availability.

## 6 Cancellation, amendment and early departure

### 6.1 Cancellation

You may cancel your booking any time up until your arrival date, subject to the conditions stated below. You may call and arrange this with the bookings team and then confirm this within 24 hours in writing by email to [welcome@combegrove.com](mailto:welcome@combegrove.com) or **01225 834644**.

A cancellation reference will be given and should be retained as proof of cancellation.

Cancellations made 42 days or more prior to the arrival date will receive a refund of all monies paid to a credit or debit card within 14 days of the written confirmation having been received.

Cancellations made between 42 days and 28 days of the arrival date will receive a 50% refund of the monies paid and will be refunded to a credit or debit card within 14 days of the written confirmation having been received.

Cancellations made less than 28 days before the arrival date will receive no refund.

The Cancellation Form is to be requested from the Bookings Team on [welcome@combegrove.com](mailto:welcome@combegrove.com).

## 6.2 Amendment

We will allow you to make amendments, subject to availability, to book The Mini Metabolic Health Programme up to 60 days before the arrival date.

We will let you know if the amendment is possible. If so, we will let you know about any changes to the price or anything else which would be necessary as a result of your requested change and we will ask you to confirm whether you wish to proceed with the change. Please note that any amendment shall only be deemed confirmed once any additional monies required to be paid by you as a result of the amendment have been received by us in full.

If you are unable to attend your scheduled Mini Metabolic Health Programme due to unforeseen circumstances which arise less than 42 days before the arrival date, such as a bereavement, accident or infectious illness, we will work with you to reschedule your Mini Metabolic Health Programme to begin later, subject always to availability.

An amended date of arrival for any amendment, including due to unforeseen circumstances, must be no more than 6 months later than the original date of arrival. A booking can only be amended once. If we are unable to make the change, or the consequences of making the change are unacceptable to you, you may want to cancel the contract in accordance with the cancellation provisions set out under the Cancellation, Amendment and Early Departure above.

If the booking is for a higher-priced room, then any additional monies due must be paid at the time of change. All changes should first be discussed in person with a member of our bookings team and then confirmed in writing, by email.

## 6.3 Early departure

Should you decide to leave before the end of your Mini Metabolic Health Programme, you will receive no refund.

## 6.4 Our right to cancel

We may cancel your booking at any time with immediate effect by giving you written notice, which includes email, if

- you do not pay us when you are required to do so, or
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide our services to you, or
- you breach the contract between us in any way

If we cancel your booking where you are at fault, we reserve our legal rights in respect of your breach of contract including our right to require you to leave the Combe Grove Estate.

Where The Mini Metabolic Health Programme had/has not yet commenced, we will refund any money that you have paid in advance for services we have not provided subject always to our cancellation policy as set out above.

## 7 Events outside of our control

We may also cancel your booking if an event outside of our control, including but not limited to industrial action,

explosion, outbreak of disease, health and safety issues, fire, flooding, and failure of power and/or water supplies or emergency evacuation, means that we are unable to make your Mini Metabolic Health Programme available to you. In this case we will contact you to let you know as soon as possible and if you have already paid for your Mini Metabolic Health Programme, we will refund your payment to you in full.

Save as set out above, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by an event outside of our control. This does not affect your statutory rights.

### **7.1 Coronavirus, Covid-19, Pandemics**

If you are unable to attend your Mini Metabolic Health Programme because you are complying with mandatory self-isolation rules introduced by the Government, or because the Government, authority, or public health organization has imposed orders or restrictions, such as lockdowns, which preclude travel or attendance, you may either

- reschedule the Mini Metabolic Health Programme to an alternative future start date, subject always to availability, or
- request a full refund of any sums paid in advance for The Mini Metabolic Health Programme

We will require written proof of your COVID or illness status to process either a re-scheduling of your stay or a refund.

## **8 Arrival and departure**

Please arrive at the time advised in your welcome email and follow the parking directions.

Clients, and any accompanying life partner, will be asked to complete a registration form on arrival. Overseas clients, excluding Republic of Ireland and Commonwealth citizens, will also be asked to provide their identity card or passport details. Acceptable forms of identification are a passport, driving licence, or national ID card.

Rooms must be vacated by 11am on the day of departure. Failure to leave your room by this time may result in a late departure charge of £300.

## **9 Your responsibilities to Combe Grove**

You must not:

- be threatening or abusive to any of our team before, during or after The Mini Metabolic Health Programme
- smoke, chew tobacco or vape anywhere on the Combe Grove Estate. This includes the smoking of e-cigarettes
- bring alcohol of any kind on to the Combe Grove Estate or consume any alcohol on the Combe Grove Estate at any time
- engage in any unlawful activity during their stay at Combe Grove, e.g. taking an illegal substance
- cause any health and safety hazard to any of our team members or to any of our clients
- bring any pets onto the Combe Grove estate, with the exception of assistance dogs previously notified to us
- bring any potentially dangerous or hazardous materials or equipment on to the Combe Grove Estate
- tamper with any fire alarms or emergency equipment



- prevent Combe Grove management, housekeeping and maintenance teams from accessing any room, as and when required
- remove, damage or destroy any Combe Grove property
- use any of the technology provided by Combe Grove to download or access any unlawful or obscene material
- cause unreasonable disturbance to our other clients or to the Combe Grove Team
- use, disclose or otherwise reproduce any materials relating to The Mini Metabolic Health Programmes other than in accordance with your personal use and enjoyment of The Mini Metabolic Health Programme.

If you cause damage or loss of any kind to the Combe Grove Estate, team or to their property, to other clients or to their property, you will be responsible for that damage or loss and you shall be liable to pay to Combe Grove, on demand, the reasonable amount required to make good or remedy such damage or loss.

If you cause damage to the Combe Grove Estate, team or to their property, to other clients or to their property, or otherwise breach any of these Terms and Conditions, Combe Grove reserves the right to:

- cancel your booking with immediate effect and, if required, ask you to leave the Combe Grove Estate
- require you to immediately cease using and, if applicable, return any material provided to you by Combe Grove related to The Mini Metabolic Health Programme
- if necessary, remove your items from your room, disposing of such items, at no cost and no liability, to a local charity to the extent such items are not collected from us within 7 days of removal
- retain all sums paid by you and/or charge you the full amount of your booking, and/or refuse future bookings from you

Combe Grove will not be liable for any refund or compensation in such circumstances.

## **10 Our responsibility for loss or damage suffered by you**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.

We do not accept liability for a failure to meet any of our obligations where such failure is due to events beyond our reasonable control.

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage that you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew that it might happen, for example, if you discussed it with us during the booking process.

We are not liable for business losses. We supply The Mini Metabolic Health Programme for private use only. If you use our services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.



## 11 General

We reserve the right to:

- change your room allocation at any point during your residential stay for any reason, although you will be compensated for the price difference for the period of the move, should you be moved to a lower category of room than the one you booked and paid for, or
- cancel any booking due to health and safety concerns or full or partial closure of Combe Grove. In the event we have to cancel your booking we will attempt to notify you and a refund of any sums paid will be processed to the same debit/credit card, though it may take up to 14 days for the funds to reach your account.

## 12 Your information

We keep your personal data safe and secure. Full details about how we use your data are set out in our Privacy Notice, which is available at [www.combegrove.com/privacy-policy/](http://www.combegrove.com/privacy-policy/). By providing information about you when making a booking or partaking of treatments, therapies and individual exercise and nutrition consultations, you consent to such processing and you warrant that all information provided by you is accurate.

### 12.1 Third party rights

This contract is between you and us. No other person shall have any rights to enforce any of the terms of our contract, whether under the Contracts, Rights of Third Parties Act 1999, or otherwise.

### 12.2 Your rights

As a consumer customer you have certain rights under consumer protection legislation. Nothing in these Terms and Conditions is intended to affect those rights.

## 13 Applicable law and where you may bring legal proceedings

These Terms and Conditions, their subject matter and formation, and any non-contractual disputes or claims, are governed by and construed in accordance with English law.

If you are a consumer, you and we both agree that the courts of England and Wales will have non-exclusive jurisdiction over any claim arising from, or related to, the Mini Metabolic Health Programme. We retain the right to bring proceedings against you for breach of these Terms and Conditions in your country of residence or any other relevant country.

If you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

## 14 Severability

If any part of these Terms and Conditions is deemed invalid, illegal or for any reason unenforceable then that part will be deemed deleted and will not affect the validity and enforceability of the remaining parts.

## 15 Waiver

Any failure by us to enforce our rights or remedies under these terms and conditions or otherwise shall not be construed as a waiver by us of those or any other rights or remedies. All rights not expressly granted in these Terms and Conditions are reserved.

## 16 Contact us

If you require further information or have any questions regarding our website or these Terms and Conditions, then

please email us at **welcome@combegrove.com**.

