

# Service Guide

WWW.THELIFESTYLECLINIC.CO.UK

# Hello & Welcome



# **Contact Details:**

# **General Enquiries:**

info@thelifestyleclinic.co.uk

# Address:

The Lifestyle Clinic PO Box 233 Llanelli SA15 9EX

# **Course access:**

www.thelifestyleclinic.co.uk (Login at top right hand side of homepage)

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# **Understanding This Guide**

Welcome to our clinic.

In this document we have collated all the information required for you to understand more about our services, our mission and our team.

We are constantly evolving and improving to provide the best, most relevant service that we can create. Despite being a small team, we are fully committed to giving high quality care to ensure each individual gets the most out of our programmes and get the transformation they desire.

# My Mission And Vision

# My Vision

Is to empower and support people make meaningful changes to their lifestyle in an online programme designed specifically for weight loss and lowering of the blood sugar. The overall aim is to prevent and treat type 2 Diabetes.



# **Our Objectives**

The objective of The Lifestyle Clinic (Clinig Byw'n lach Ltd) is to offer patients a personalised service by delivering a high-quality service in line with the professional standards.

We will provide:

- Support for patients to make a meaningful change to their wellbeing
- Education rather than medication to support lifestyle change.
- Knowledge that promotes effective self-care.
- The highest professional and ethical standards

# We are a registered medical service



We are proud to have achieved accreditation to practice by the same health inspectors that regulate NHS healthcare. This means we have been found to offer a high standard of care with robust governance systems in place.

Although we are registered as a medical service in Wales, we have a license to practice throughout the UK as we are a fully digital service.



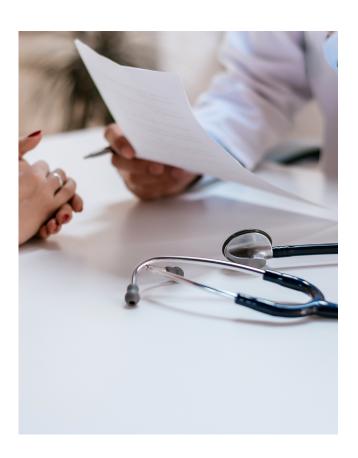
# Who We Help?

# We Are A Good Fit If

- You have Prediabetes and wanting to prevent type 2 Diabetes, avoid medication and normalise your blood sugar
- Have a recent diagnosis of Type 2
  Diabetes and want to prevent the complications before they have a chance to occur
- You have had type 2 Diabetes for quite some time and want to decrease or stop the medication you currently take
- Want to lose weight, feel energetic, look better and are prepared to learn
- Want medical support above what the NHS currently offers
- Have high blood pressure, gout, fatty liver or high cholesterol and want to improve these conditions simultaneously
- Have a focus on changes that last and want to become part of our small community of others striving for the same

# We Are Not A Good Fit If

- Want a ready made meal plan and dietetic input
- You're seeking the lowest possible price over value and expertise.
- Current or past eating disorder (as you would require more specialist support than what's available here
- This is not the right time & you're unable to commit to the programme





# Meet The Team

At the heart of our great service lies a small but powerful team! Having been committed to this programme for many years our team are experts in supporting individuals achieve their goals. Each individual will get the opportunity to work with all of our team as each provides a different expertise to maximise success.



Nerys is an NHS GP (MBBCh MRCGP) working in Carmarthenshire West Wales. She holds a postgraduate diploma in obesity and weight management (PGDipObesityMed). She is a member of the British Society of Lifestyle Medicine and enjoys inspiring and helping other healthcare professionals set-up their own clinics within the NHS. She has received the honour of being a Diabetes UK Clinical Champion to further support the work in diabetes remission and works tirelessly to campaign for greater awareness for the impact of using lifestyle medicine rather than medication for treatment and prevention of type 2 Diabetes. Nerys lives with her husband, two boys and their two pet pigs and enjoys socialising and playing Netball when she has spare time!

Emma has been the linchpin of this clinic since the early days. Initially employed as an administrator Emma showed herself to be a popular staff member with patients asking to see her for motivational support and inspiration! With time Emma has developed coaching and mentoring skills which has lead to many transformations.

Emma has been responsible for developing the 'Transform Your Mindset' coaching sessions. These live sessions take goal setting to another level and we have seen people transform their health journey as a result.





Ann leads on the Diabetes Remission Service. Having been a Senior Diabetes Specialist Nurse for a many years Ann has a wealth knowledge helping patients both in the hospital and the community setting. She has also gained a great reputation as a Diabetes nurse educator having provided support and knowledge to many Doctors and nurses throughout South Wales. Her kind and patient manner make her a popular choice with patients.



# Our 12 month programme Overview



# More than just knowledge

Our 12 month support programme is for those that want support, who want to work with experts in a friendly, warm environment. Those that want more than just knowledge but want guidance to integrate changes into busy lives with the least effort possible!

# What to expect:

# 01. Onboarding

In the week following enrolment we offer opportunities to meet the team, ensure you have the information you need and that we have relevant medical information before we start

# 03. Transform Your Mindset

Health coaching will be delivered as six weekly live sessions. (recording available). Here is where we see deep transformation, uncovering blocks that have been previously holding you back from long-term success. Health coaching is very rarely offered on the NHS but is critical for long-term success with a lifestyle change.

# 05. Medical Support

High intensity support to decrease doses of medication safely is something we specialise in. For those on medication for Diabetes we are able to offer individual appointments to monitor your progress, we can also integrate advice with your own GP

# 02. Blood Sugar Mastery Programme

We'll start with our flagship course. Designed to be delivered over 6 weeks, we have a series of short videos on a range of topics containing information that will change your outlook on Diabetes & weight loss for good.

# 04. Monthly drop-in

Each month Dr Nerys will host a live group session. Designed to provide new updates, motivation and a chance for Q&A in a friendly environment these session are not to be missed. You will get access to previous session recordings so you never feel you've missed out!

# 06. Community

We pride ourselves on bringing those on the same journey together. We use a private facebook group as a safe place to share ideas, recipes and progress and work together to achieve a shared goal. Our team will be there to answer questions.



# Blood Sugar Mastery

This five step masterplan is the quickest, most effective and safest way to lower blood sugars and lose weight





# Understanding the body

Weight Loss 101 Sugar& Insulin Reading Labels The First Challenge



# Underneath the iceberg

Sleep to lose weight A guide to better sleep The Cortisol effect The 3 habits to transform your life



# **Getting food right**

Counting Carbs The fear of fat Cholesterol & low carb Protein Power The Big 5 Challenge



# The art of staying healthy

Is exercise linked to weight loss? The art of making changes How to get rid of bad habits



# Hacks and cheats

Sweeteners The Body Set Point Leptin Why diets fail ABC of fasting



# **Course Bonuses**

Troubleshooting Guide A guide to eating out Recipes to get you started



Over 30 hours of tutorials broken down to short, easy to understand videos (with subtitles and transcripts)



100-page printed workbook with easy challenges and a logbook



Includes 2024 upgrades to include a focus on protein, understanding sugar cravings, psychological hacks & more focus on making changes that last



Weekly Group Coaching



Daily support in private Facebook group from our team and community



1:1 sessions with team to support with monitoring blood sugars, prescriptions and tailored advice for those with Diabetes



# Transform Your Mindset

How to integrate positive changes into your lifestyle and have the knowledge to make any goal achievable





# **Goal-setting**

Uncover what a goal really is. The mistakes we've all made in the past and learn how to create a pathway that aligns with our circumstances



# **Reflective Power**

Taking time to pause and reflect is our biggest superpower but is often overlooked. Learn what this really means & how it can unlock barriers



# The reality

Discover how to identify our personal stregths and how we can use these to easily get the best out of ourselves



# Self-care

Is 'battling' our weight really the best way to optimum health? So few of us prioritise self-care, this session will change your perspective



# Our values

A powerful session that asseses our current situation to identify how we might be holding ourselves back from true success



# Control

The nemesis of many a dieter. Learn how to evaluate what you can & cannot control, allowing you to direct your energy more effectively



6 hours of live training designed to trigger you to think differently and approach weight loss like you've never done before.



Replays available



10-page Printed Workbook with easy challenges and logbook



Free access to 3x upcoming live masterclass on mindset, willpower and motivation \*new for 2024



Daily support in private Facebook group from our team and community



Opportunity for 1:1 coaching sessions for those wanting to take their transformation further (\*fees apply)



# Monthly Membership

How to adapt and overcome weight loss plateaus and develop skills to make healthy living the easiest choice



Our 12 month support programme includes the blood sugar mastery and transform your mindset modules. Our monthly membership package (included in the 12 month programme) is all about the support we offer. We realise the learning never stops when you are growing and we have created a network of support options available once the core modules are complete. This can be extended past 12 months if you wish



# Keep learning!

New training released every month and delivered live by Dr Nerys. Opportunity for the community to request specific training if required. This is a great opportunity for Q&A and a catch-up with other members of the community live. You will also get

free access to upcoming paid masterclasses planned for the year

# Get the support you need

Tailor the level of support to what you need. There are weekly sessions available for the whole 12 months if you want to speak to a member of our team live.

Alternatively we ensure our team monitor the facebook group frequently so if you can't wait a week to ask us live then get the support and answers you need from our community.





# 12 month Programme

Investment Starts From:

£1497

# What You'll Get

- Blood Sugar Mastery Programme
- Transform Your Mindset Coaching
- Monthly Membership Benefits
- 1:1 Medication advice (Diabetes)
- Access to new materials and masterclasses as they become available
- Access to our support community



This preventative approach provided by the clinic is truly lifesaving

- I feel like both Dr Frater and Emma genuinely care about their
patients - it's not just a business, patients are not just
numbers, we are people needing guidance support and
understanding - the lifestyle clinic provides them all in

Jusy Baxies, September 2013

Want to speak to us? Email info@thelifestyleclinic.co.uk & we'll call you back

# Here's What This Programme Can Offer:

# 01. Get normal blood sugars

83% of our participants lowered their blood sugars and 1 in 3 had a normal blood sugar within the first 6 months of starting our programme! The impact of this on your health now and in the future is unmeasurable.

# 02. Decrease the need for medication

None of us want to take tablets or inject insulin. The reality is that most people can remove the need for medication once they know the specific lifestyle changes that make the difference and implement them.

# 03. Weight Loss

Weight loss prediabetes and type 2 Diabetes are so closely linked. Once you understand how your body sees weight loss yu'll understand how to work with it to make lasting changes.

# 04. Sustainable Approach

We have grown to realise that short-term lowering of the blood sugars is not helpful to overall health. This is why our emphasis is on making changes that last, moving you away from the pattern of repetitive yo-yo dieting.



# Our Programme Suite

# Introduction

Our 12 month programme includes access to all of the workshops, masterclasses and challenges below. However these can also be purchased seperately on our website

# 01. Free Live Events

- Only available three times a year our launch webinar is not to be missed
- 60min live session with Dr Nerys
- Covers the 2 biggest mistakes and which 5 foods that catch people out
- Designed to give an oversight of lifestyle medicine
- Opportunity for Q&A





# 02. Mastering The Sweet Tooth Challenge £47

- In 10 short videos learn to master your sugar cravings
- Uncover how your brain craves Dopamine and how it will trick you into wanting more.
- Learn how you can decrease hunger and lessen the urge for sugary treats
- Lose weight by tackling the biggest obstacle humans face: sugar!

# 03. 3-hr masterclasses

£97

- 3hr live and recorded masterclasses
- Delivered by Dr Nerys
- Available all year round
- Masterclasses will cover specific topics to help you on your journey: eg reversing Diabetes, reversing Prediabetes, Willpower & Motivation.
- Library is expanded each month





# Add-On Packages

# Monthly Membership

# PRICE:

£30 per month

- Only available for those that have completed our core training (either Blood Sugar Mastery or Transform Your Mindset)
- · Includes weekly live sessions with our team
- Ongoing medical support
- Access to our community

# Individual Appointment

# PRICE:

£60

- One off 60 minute appointment
- Option of 30mins with Ann, Diabetes Nurse, or 60min with Emma (health coach)
- For those that don't want monthly membership but want appointments on demand

# Membership PLUS

# PRICE:

£60 per month

- Standard membership with individual weekly health coaching
- For those wanting bigger transformations
- 60minute appt per month
- Flexible dates

# Small Group Coaching

# PRICE:

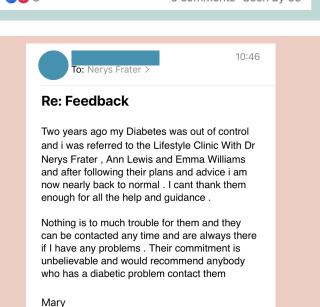
£42 per session (£249 per course)

- Up to nine hours of small intensive group sessions (each session lasts 60-90minutes)
- Maximum of six participants per group
- Coaching as a group means you gain more: six times the support!
- This can be bookedin blocks of six sessions at a time

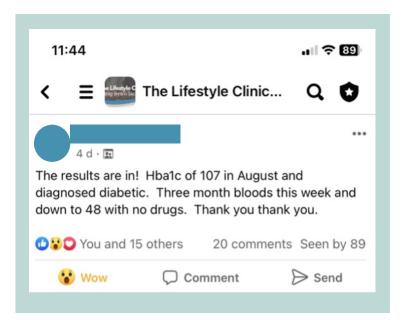


# Reviews







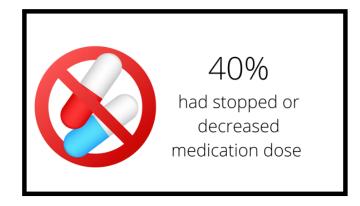


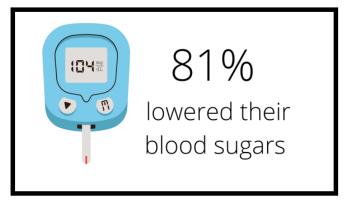


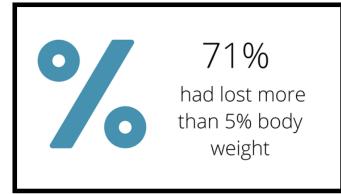


# Our results



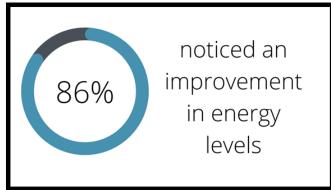




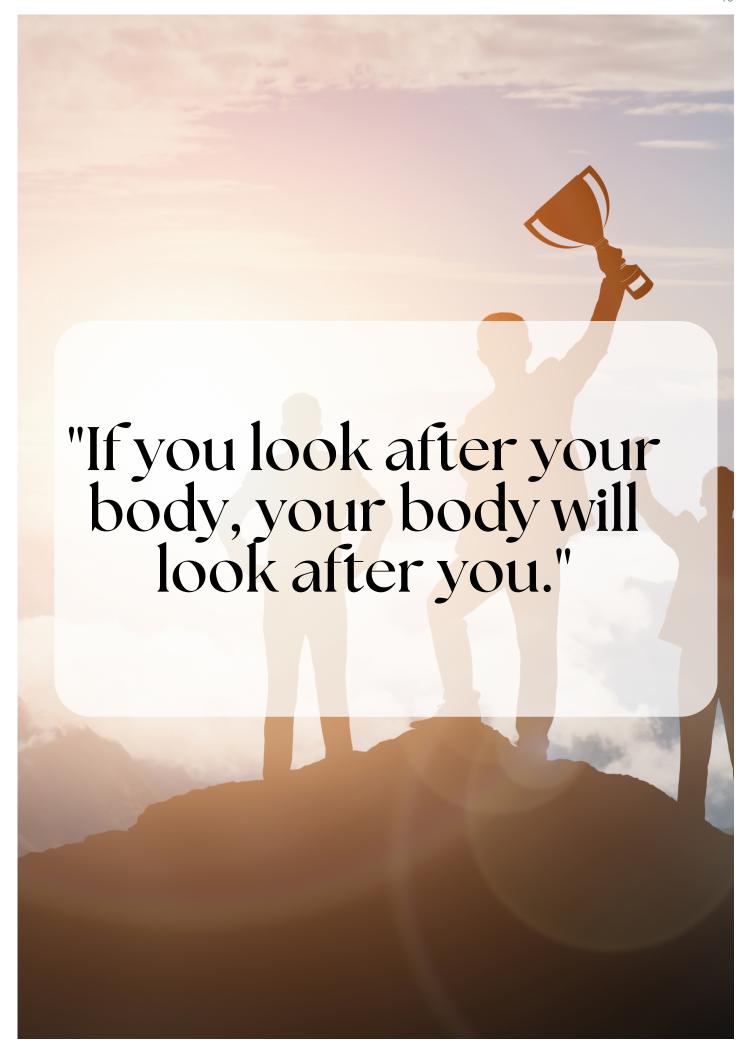












# **COMPLAINTS PROCEDURE**

# 01. The Lifestyle Clinic strive to provide high quality services that are safe and effective.

Should we not meet this, we are committed to resolving issues or concerns about the service to ensure you are satisfied. If you have concerns then please follow our complaints process as detailed below:

# 02. How can a complaint be made?

Please write to us; the preferred method is via email (info@thelifestyleclinic.co.uk).

# 03. Our responsibilites once a complaint has been made

The objective is to provide an explanation or a solution to your concerns. Our aim is to provide you with a full written response within 14 working days, or where this is not possible, an explanation as to the cause of the delay.

# 04. Who will deal with my complaint?

In the case of a treatment-related complaint, the matter will be discussed with the relevant practitioner/s and may require you to attend an additional consultation with that practitioner or an external independent practitioner. Complaints of a non-medical nature will be handled in their entirety by the Manager.

# 05. What if I am not satisfied with the response

You then have the option to escalate the complaint to an independent complaints service. This should be in writing within 6 months of the final response letter received from us. Please contact Healthcare Inspectorate Wales (our governing body) (www.hiw.org.uk)



# Terms & Conditions

The Lifestyle Clinic is owned and operated by Clinig Byw'n lach Ltd, a company registered in England and Wales under company number 12670695 and with our registered office at PO Box 233, Llanelli, SA15 9FX

Please read these terms and conditions carefully before enrolling on our programmes. By enrolling, you agree to be bound by these terms and conditions. If you are not willing to be bound by these terms and conditions, please do not enrol.

### Introduction

We reserve the right, at our discretion, to modify, add, or remove any or all of these terms and conditions at any time and each such change shall be effective immediately upon posting. Please check these terms and conditions periodically for changes by visiting our website (www.thelifestyleclinic.co.uk)

Your continued use of this Site and purchase of services on this Site following the posting of changes to these terms and conditions will mean you accept those changes. Please check the terms before every purchase. If the revised terms apply to any existing provision of services, we will notify you of the changes.

### Restrictions

You shall not purchase any services from our Site if you are below the age of 18 years old because under this age, you do not have legal capacity to enter into a contract.

You shall not enter this agreement if you have an undeclared eating disorder; past or present, diagnosed or undiagnosed

You shall not sign participate in this programme should you have a diagnosis of Type 1 Diabetes (unless agreed in writing prior to your enrolment).

# 2. Acceptance of order

- 2.1 These Terms will become binding on you and us and a Contract will come into effect between you and us only upon our written acceptance of the order issued to you by email (Email Confirmation) or when we contact you to tell you that we are able to provide the services or products to you. We are not bound by the order unless we accept it in writing.
- 2.2 If there is any conflict between these Terms and any term of the order, the order will take priority.
- 2.3 These Terms and the Privacy Policy constitute the entire agreement between you and us and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 2.4 You acknowledge and agree that by entering into this Contract with us you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or the Privacy Policy. You shall not have any claim for innocent or negligent misrepresentation against us based on any statement in this Contract.
- 2.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

# 3. Provision of Services

- 3.1 We will supply the services ("the programme") to you from the date set out in the order for the period set out in the order.
- 3.2 We will make every effort to provide the services on time. However, there may be delays due to an Event Outside Our Control. See clause 13 below for our responsibilities when an Event Outside Our Control happens.
- 3.3 We will need certain information from you that is necessary for us to provide the services, for example, medical information as set out in this contract. We will request this information immediately upon payment. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may suspend the services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked. If we suspend the services under this clause 3.3, you do not have to pay for the services while they are suspended, but this does not affect your obligation to pay any invoices we have already sent you.
- 3.4 We may have to suspend the services if we have to deal with technical problems, or to make improvements agreed between you and us in writing to the services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the services while they are suspended under this clause 3.4 but this does not affect your obligation to pay for any invoices we have already sent you.
- 3.5 If you do not pay us for the services when you are supposed to, we may suspend the services with immediate effect until you have paid us the outstanding amounts (except where you validly dispute an invoice). We will contact you to tell you this. This does not affect our right to charge you interest.
- 3.6 For all our products/ programmes, we will own the copyright, design right and all other intellectual property rights in such product and any drafts, drawings or illustrations we make in connection with the product for you.
- 3.7 You accept that communication with us will be entirely through e-mail. The service is fully online and all correspondence should be via email unless other prior arrangements have been made with the relevant clinician. We will contact you by e-mail. You agree to e-mail communication and you acknowledge that all contracts, notices, information and other communications that we provide to you via e-mail comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.
- 3.8 Live sessions are usually held on Microsoft Teams/ Zoom and further details will be provided at relevant times. The timing of these sessions are likely to be in the early evenings to ensure maximum attendance. The timing of these sessions may vary but notification will be given via email for those affected. We endeavour to make a recorded version of all live sessions available to those that could not attend, and accept no liability for any delay in the posting of this material.

# 4. Price and payment

- 4.1 Prices of the services are specified on our Site and confirmed on the checkout page. We may change our prices any time, but that will not affect the prices for confirmed orders.
- 4.2 Our prices are inclusive of VAT. However, if there is a change in the rate of VAT between the date of the order and the date of delivery or performance, the rate of VAT that you pay will be adjusted, unless you have already paid full purchase price prior to the change in the rate of VAT takes effect.
- 4.3 Despite our best efforts, there may be incorrect prices on some of the services. If the correct price is less than a price shown on our site, the lower amount will be charged. If the correct price is higher than the price specified on our site, we will inform you of this and ask whether you wish to continue with the order with the actual higher price. If the error in price is obvious, unmistakeable and mispricing could have been recognised reasonably by you, we will not be liable to provide the services or products to you at the lower price that was incorrect.
- 4.4 Payment for services is to be made in advance by credit or debit card using STRIPE or Paypal. Paypal will not be available for those that chose monthly payments.
- 4.5 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the Bank of England base lending rate. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue
- 4.6 For those that chose to pay with a payment plan, the first amount will be collected at registration and continue on the same day every month until full payment has been received.
- 4.7 As part of this programme/membership you will have continued access to the core online materials that are included in the programme for as long as Clinig Byw'n lach Ltd is running its services. (Core programme includes the Video Library for the chosen programme: Diabetes/Prediabetes/Weight Loss)
- 4.8 Access to all materials provided for ongoing support will cease at the end of the period specified when you enrolled. This will include the Transform Your Mindset modules, bonus videos, access to the Facebook support community, online drop-in with Dr Frater, individual support with any clinicians/staff either by phone/email/video.
- 4.9 If comes such point as we decide to not continue to run the programme/membership there will be no right to any refund in relation to loss of access to the online materials after 12 months post this date.

# 5. If there is a problem with the service

- 5.1 In the unlikely event that you are not happy with the services: please contact us and tell us as soon as reasonably possible & please give us a reasonable opportunity to repair or fix any defect; and we will use every effort to solve the problem within 14 days.
- 5.2 Please direct all complaints and compliments in writing to Dr Nerys Frater (info@thelifestyleclinic.co.uk)
- 5.3 As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
- 5.4 We are a registered service regulated by Health Inspectorate Wales. Concerns can be raised via their website: www.hiw.org.uk

# Terms & Conditions

## 6. Termination

- 6.1 Before we begin to provide the services, you have the following rights to cancel our services:
- 6.2 You may cancel any order for services at any time within 14 days of the date of our email confirmation of your order by emailing your request to info@thelifestyleclinic.co.uk. We will confirm your cancellation in writing to you. If we have completed providing the services, you have no right to cancel, even if this is within 14 days of our email confirmation of your order.
- 6.3 If the 14-day period has lapsed then no refunds will be provided for the period in which you were a member. There will be no pro rata refunds after you cancel. Should you cancel, you will remain a member with full access until the end of your annual membership.
- 6.4 We may terminate this Contract with written notice with immediate effect if at any time you commit any serious or repeated breach or non-observance of any of the provisions of these Terms, if we make a resolution for closing the Course, you commit any fraud or dishonesty or acts in any manner which brings the Course into disrepute.
- 6.5 Termination of this agreement shall not affect either of our accrued rights, remedies, obligations and liabilities of either of us as at the date of termination of this Contract, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination.
- 6.6 Where the Contract expires, this shall be treated as a termination for the purposes of all paragraphs that refer to "termination".

### 7. Website Access

- 7.1 You may download the material featured on this website onto electronic, magnetic, optical or similar storage media or to printer for non-commercial research, private study or in-house use only.

  7.2 We reserve the right to withdraw access or amend the service we provide on our sites without notice. We will not be liable if for any reason our sites are unavailable at any time or for any period. From
- 7.2 We reserve the right to withdraw access or amend the service we provide on our sites without notice. We will not be liable if for any reason our sites are unavailable at any time or for any period. From time to time, we may restrict access to some parts of our sites, or our entire sites, to users who have registered with us. The site is written in English and we do not take responsibility for any translations which are applied to this site.
- 7.3 You agree to keep user details and your password for the site confidential at all times and to not disclose them to anyone else. You must notify us immediately if you are aware of any unauthorised use of your account and you shall indemnify us against all claims, damages, losses, costs or expenses (including professional fees) and any other liability that arises from any unauthorised use of your account.
- 7.4 The online materials of the Course are held on third party secure servers (Kajabi) and we have taken all feasible steps to ensure that the Course content will be available at all times.
- 7.5 The materials we deliver as part of your Course do not in any way constitute advice or recommendations. We are providing guidance only for those who have chosen to begin a low-carb lifestyle.
- 7.6 Clinig Byw'n lach Ltd is not responsible for the content or reliability of any linked website.
- 7.7 Listing should not be taken as an endorsement of any kind and The Lifestyle Clinic accepts no liability in respect of the content or for the consequences of following any advice included on such sites. We cannot guarantee that these links will work all of the time and have no control over the availability of the linked pages or change of site address. The Lifestyle Clinic reserves the right to reject or remove links to any website if we find the site content inappropriate.
- 7.8 We make every effort to check and test material for viruses. However, it is recommended that you run an anti-virus program on all material downloaded from the Internet. We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from this website.
- 7.9 You may use our site only for lawful purposes. You may not copy, reproduce, sell or distribute any of my content. See full copyright notice below.

### 8. Disclaimer

- 8.1 Care is taken to ensure that the web site content is accurate. Nevertheless, this content is provided for general information only, and you use it at your own risk. The Lifestyle Clinic will not be held liable for any damage or loss resulting from any act or omission based on the use of information on the web site.
- 8.2 Before undertaking any lifestyle change, your medical history (including a full list of medication) must be declared and responsibility for obtaining and sharing medical information will be held by each individual patient. We expect any form of eating disorder to be declared at the outset. This clinic cannot offer individual specialist nutrition advice and requests for specialist dietetic input should be requested by your own GP. We reserve the right to cancel & refund your enrolment at the outset should we deem your needs to be more complex than can be managed by the services purchased.
- 8.3 Patients that have a diagnosis of diabetes and take medication to treat this condition should not purchase any product on this website that does not offer medical supervision. This will be clearly stated on the payment page, if you are not sure then please ask. Doing so can pose a significant risk to health and is prohibited. Failure to abide by this rule will result in access to the product being revoked and no refund offered. Always seek advice from our team if you are unsure whether your medication poses a risk before your purchase. (info@thelifestyleclinic.co.uk)
- 8.4 Any lifestyle change may affect your health. Please ensure you are registered with a GP and declare further details in your referral form. It will remain your responsibility to ensure request blood tests and clinical advice from you own GP when requested to do so by our team. Dietary changes may change your biological markers such as blood pressure, lipid profile, blood glucose control, inflammation and pain, weight and the need for medication.
- 8.5 This clinic will offer advice and monitoring for participants of the Diabetes Clinic only. Only conditions directly linked to Type 2 Diabetes and the metabolic syndrome is covered. All other health conditions and acute illnesses will be the responsibility of your usual GP. We may not respond to queries directly related to your condition for up to one week; if the problem cannot wait then you are expected to seek advice from your usual GP.
- 8.6 We do our best to educate and provide written information on specific emergency complications of diabetes, such as hypoglycaemia and ketoacidosis, it will however be your responsibility to act if such complication occurs. The Lifestyle Clinic is not intended to diagnose, treat or cure any disease or replace your GP/consultant's medical advice. No information on this platform should be relied upon to make a medical diagnosis or determine treatment for a medical condition.
- 8.7 It is the participants responsibility to organise and attend for blood test appointments as recommended by the clinic. It would be expected that you provide a printout/ electronic copy of these results for the attention of our medical team. Blood test may be requested frequently (every 3 months) in the initial period.
- 8.8 Failure to comply with the above clauses may result in adverse effects, for example hypoglycaemia (low blood sugars) and hypotension (low blood pressure) as well as possible side-effects from other medications. Any ill-health resulting from a failure to provide the medical team with relevant information will not be the responsibility of the medical team. The medical team are only accountable for managing health conditions directly related to the clinic (Type 2 Diabetes, fatty liver disease, hypertension and obesity).

# 9. Personal Data

9.1 We process information about you as set out in our Privacy Policy. By using our site, you consent to the details contained within the Privacy Policy.

# 10. Your Obligations to us

- 10.1 You will be expected to interact in a courteous manner and are encouraged to be respectful of others in a group situation. Warnings may be given if this is not upheld. Failure to comply with these recommendations may mean that your rights to attend the clinic or participate online may be withheld. These rules will also apply to comments posted on the website, and any offensive comments may be removed.
- 10.2 Please allow up to 7 working days for specific queries to be dealt with.
- 10.3 You understands and accept that engagement in this Programme and acceptance of the Services is not a substitute for counselling or other therapy services. In the event that you are currently undergoing medical or other professional help concerning your mental or physical health then you should inform your practitioner of the existence of this programme/agreement and the extent of the Services being provided and inform us if appropriate and relevant.
- 10.4 In the event you have any concerns as to any aspect of the programme you agree to notify us by email as soon as possible. You agree that upon receipt of notification of such concerns that the team will use all reasonable efforts to work with you to resolve your concerns.
- 10.5 You agree and understand that participation in the Programme does not guarantee results or success. As part of the Programme you will have access to information, resources, people and support all designed to benefit your health and wellbeing but it is your responsibility to take action and to implement the necessary information received and/or skills or tools shared.
- 10.6 You accept and understand that any materials and information provided during the course of the Programme and delivery of the Services is for general information purposes only and does not constitute individual medical advice.
- 10.7 All information I learn about other group members is confidential. I agree that I will not record or share any information about other members of the group in conversations outside the group, or on any form of social media/ public forum.

# Terms & Conditions

# 11. Cancellation Policy

11.1 It is your responsibility to notify us at least 24 hours in advance of the scheduled session to cancel. If an appointment is missed or cancelled within this period, we are not able to offer this appointment to other patients.

11.2 We attempt to be available during the times our patients require. We recognise that unanticipated events occur. However, out of respect for both our practitioners and our patients who are trying to rearrange their busy schedules, we try to encourage patients not to cancel appointments last minute or not arrive for a scheduled appointment.

11.3 If The Lifestyle Clinic cancel a session (or part of) for any reason we will endeavour to give you as much notice as possible. If we need to cancel a part of a session for any reason we will offer to reschedule as soon as possible or offer a pre-recorded session if not. No refunds will be offered except in extenuating circumstances. No additional compensation will be offered in relation to additional costs incurred by you in relation to attending a booked session which has been cancelled by us.

11.4 Cancelling a Group Consultation. Due to the nature of our programmes (group consultation) the clinic itself will go ahead and a recording of the session made available afterwards.

11.5 Cancelling and Individual Appointment. For patients that have individual appointments they may cancel or reschedule an appointment without charge prior to 24 hours in advance or by the end of business hours (6:00pm), the day before the appointment. We will only allow rescheduling of a single appointment up to three times before we would consider this a full cancellation. The only exception to our cancellation policy is emergency hospitalisation.

11.6 Missed Appointments. Out of consideration and respect, if you do not attend for a scheduled appointment and do not provide any type of advanced notice, you will be charged the full price of the scheduled visit.

# 12. Our obligations to you

- 12.1 We guarantee you the course is of satisfactory quality and reasonably fit for the purpose intended, for which you purchased it.
- 12.2 Due to the nature of lifestyle changes, your success is dependent on various factors over which we have no control, we do not guarantee any particular results.
- 12.3 We will strive to ensure that all information that we present is correct and up-to-date but we will not be liable for any claims arising from such information being incorrect or out-of-date.
- 12.4 You agree that your personal data will be processed by and on behalf of us as part of us providing the Course to you and consent to us using it in accordance with our Privacy Policy.

# 13. Copyright

13.1 We are the owner of all Intellectual Property Rights and all other rights in the materials provided to you by us as part of the Course ("Materials") and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Materials to you or to any other person.

13.2 You may not copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way, any of the Materials included in the Course.

13.3 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

13.4 You must not use any part of the materials on our site for commercial purposes. You may not reproduce in any format (including on another website) any part of our site (including content, images, designs, look and feel) without our prior written consent.

## 14. Liability

14.1 We shall not be liable for any loss, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by the you as a result of you entering into this programme 14.2 Our total liability shall in all circumstances be limited to the price paid by you for the programme.

14.3 If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our 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.

14.4 We shall not be not liable for additional costs incurred by you as a result of changes in - the course, or printing of any of the Materials or blood glucose machine and/or testing strips.

14.5 We are responsible for loss or damage you suffer that is a foreseeable result of our negligence or our breach of the Terms, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

14.6 Exceptions to Limitation of Liability

Our liability does not exclude or limit in any way:

(a) fraud or fraudulent misrepresentation;

(b) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

# 15. Circumstances beyond our control

If there is failure to perform, or delay in performance of any of our obligations under these Terms due to Circumstances Beyond Our Control, we will not be liable for such failure.

Circumstances Beyond Our Control include any act or event beyond our reasonable control, including without limitation lock-outs, strikes, or other industrial action by third parties, riots, civil commotion, terrorist attack or threat of terrorist attack, invasion, war (whether declared or not) or threat or preparation for war, explosion, fire, flood, storm, subsidence, epidemic, earthquake, or other natural disaster, or failure of private or public telecommunications networks.

If any Circumstances Beyond Our Control affects the performance of our obligations under these Terms: you will be notified as soon as reasonably possible; and the time for performance of our obligations will be extended and our obligations under these Terms will be suspended for the duration of the Circumstances Beyond Our Control.

If Circumstances Beyond Our Control occur and continue for more than 30 days and you do not wish us to provide the services, you may cancel the contract. We may cancel the contract if the Circumstances Beyond Our Control continues for more than 30 days.

# 16. Miscellaneous

We may assign our rights and obligations under these Terms to any another person. If there is any such assignment of rights and obligation, we will inform you in writing or by email.

You cannot transfer your rights and obligations under these Terms to any another person without our written approval.

This contract is only between you and us. No other third person shall have any rights to enforce any terms.

Each paragraph of these Terms are separate and distinct form other. If any court or relevant authority determines any clauses of these Terms is unlawful, then such determination will not affect other clauses and all other remaining clauses will remain in effect and full force.

Our failure to insist that you perform any of your obligations under these Terms, or to enforce our rights against you, or delay in doing so, does not mean that our rights against you have been waived and does not mean that you need not comply with those obligations. Any waiver by us of your default will be only in writing, and it does not mean that we will waive any of your future defaults.

English law governs these Terms and contract between you and us. English courts will have jurisdiction on any dispute that may arise out of this Terms or contract between you and us.

# 17. Privacy policy and Acceptable use policy

Registration and other information provided by you is subject to our Privacy Policy and shall only be used in accordance with it. For more information, please go to our Privacy Policy Page (https://www.thelifestyleclinic.co.uk/pages/privacy-policy)

# Contact Us

Any notice to us should be in writing and sent to us by e-mail, by hand, or by pre-paid post to The Lifestyle Clinic, PO Box 233, Llanelli, SA15 9EX or info@thelifestyleclinic.co.uk

Any notice to you will be in writing by e-mail, by hand, or by pre-paid post to the address you provided us with on the order.

# Privacy Policy

This privacy notice provides you with details of how we collect and process your personal data through your use of our site www.thelifestyleclinic.co.uk

By providing us with your data, you warrant to us that you are over 18 years of age.

Clinig Byw'n lach Ltd are the data controller and we are responsible for your personal data (referred to as "we", "us" or "our" in this privacy notice).

We have appointed a Data Protection Officer who is in charge of privacy related matters for us. If you have any questions about this privacy notice, please contact the Data Protection Officer using the details set out below.

Contact Details

Our full details are:

Dr Nervs Frater

Email address: info@thelifestyleclinic.co.uk

Postal address: The Lifestyle Clinic, PO Box 233, Llanelli, Carmarthenshire. SA15 9EX

It is very important that the information we hold about you is accurate and up to date. Please let us know if at any time your personal information changes by emailing us at info@thelifestyleclinic.co.uk

# WHAT DATA DO WE COLLECT ABOUT YOU, FOR WHAT PURPOSE AND ON WHAT GROUND WE PROCESS IT

Personal data means any information capable of identifying an individual. It does not include anonymized data. We may process the following categories of personal data about you:

Communication Data that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuance or defence of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.

Customer Data that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address, email address, phone number, contact details, purchase details and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract.

User Data that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain back- ups of our website and/or databases and to enable publication and administration of our website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.

Technical Data that includes data about your use of our website and online services such as your IP address, your login data, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to access our website. The source of this data is from our analytics tracking system. We process this data to analyse your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.

Marketing Data that includes data about your preferences in receiving marketing from us and our third parties and your communication preferences. We process this data to enable you to partake in our upcoming courses, to deliver relevant website content and advertisements to you and measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers use our products/services, to develop them, to grow our business and to decide our marketing strategy.

We may use Customer Data, User Data, Technical Data and Marketing Data to deliver relevant website content and advertisements to you (including Facebook adverts or other display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

# Sensitive Data

We need to collect the following sensitive data about you in order to deliver the service provided. This ensures you receive the correct medical advice. Information required will include: Name, Date of birth, email address, home address, phone number, registered GP surgery, list of health problems, list of prescribed medications.

For those participating in the Diabetes group you will be asked to share blood results that include HbA1c, LFT, U&E, lipid profile and medication name and dose. The accuracy of the information shared will be the sole responsibility of the clinic participant (ie you the patient).

We require your explicit consent for processing sensitive data, so when you submit your details, we will send you a further communication asking for you to confirm your consent to this processing.

Where we are required to collect personal data by law, or under the terms of the contract between us and you do not provide us with that data when requested, we may not be able to perform the contract (for example to deliver services to you). If you don't provide us with the requested data, we may have to cancel a product or service you have ordered but if we do, we will notify you at the time.

We will only use your personal data for a purpose it was collected for or a reasonably compatible purpose if necessary. For more information on this please email us at info@thelifestyleclinic.co.uk. In case we need to use your details for an unrelated new purpose we will let you know and explain the legal grounds for processing.

We may process your personal data without your knowledge or consent where this is required or permitted by law

We do not carry out automated decision making or any type of automated profiling.

# HOW WE COLLECT YOUR PERSONAL DATA

For those that participate in our NHS-funded area (currently Amman-Gwendraeth cluster) we may collect data about you by accessing the NHS database via Vision Anywhere software. Your consent will be obtained before we do this and only relevant health information directly needed for this clinic will be obtained (namely, medication to treat diabetes, cholesterol and blood pressure, as well as the most recent blood results that include FBC, HbA1c, LFT, lipid profile)

We may automatically collect certain data from you as you use our website by using cookies and similar technologies. Please see our cookie policy.

We may receive data from third parties such as analytics providers such as Google based outside the UK, advertising networks such as Facebook based outside the UK such as search information providers such as Google based outside the UK, providers of technical, payment and delivery services, such as data brokers or aggregators.

We may also receive data from publicly availably sources such as Companies House and the Electoral Register based inside the UK

# Privacy Policy

## **Local Data Sharing**

A data sharing agreement exists between The Lifestyle Clinic and 8 other local GP practices that make up the Amman-Gwendraeth GP Cluster for the purpose of sharing clinical information on patients resident in this area. By consenting to this privacy policy this will allow the medical team to obtain relevant medical information (to include a list of diagnosis, blood results and prescription information). We will also update the GP surgery of progress and any changes made to prescriptions at the end of the follow-up period.

Whilst participating in The Lifestyle Clinic, data will be stored using Heydoc clinical system for booking, questionnaires and clinical notes. Please find relevant GDPR documents by following this link:

Data will be held for 5years after registration/ participation in the clinic. After this period it will be removed from Heydoc live stores immediately but it can take up to 3yrs for data back-ups to be destroyed. Heydoc uses AWS & GCP (for sidaster recovery). Only anonymised data (eg blood results, weight and waist circumference pre and post clinic as well as questionnaires) will be kept. Only anonymised data will be shared within the NHS for clinic evaluation purposes. Occasionally we will share 'clinic results' with third parties. The information given will be a summary of data obtained and will in no way be identifiable to individuals. (Please see results page on www.thelifestyleclinic.co.uk for examples).

# MARKETING COMMUNICATIONS

Our lawful ground of processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business).

Under the Privacy and Electronic Communications Regulations, we may send you marketing communications from us if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since. Under these regulations, if you are a limited company, we may send you marketing emails without your consent. However you can still opt out of receiving marketing emails from us at any time.

Before we share your personal data with any third party for their own marketing purposes we will get your express consent.

You can ask us or third parties to stop sending you marketing messages at any time by logging into the website and checking or unchecking relevant boxes to adjust your marketing preferences OR by following the opt-out links on any marketing message sent to you or OR by emailing us at info@thelifestyleclinic.co.uk

If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

# DISCLOSURES OF YOUR PERSONAL DATA

We may have to share your personal data with the parties set out below:

Other companies in our group who provide services to us

Service providers who provide IT and system administration services.

Professional advisers including lawyers, bankers, auditors and insurers

Government bodies that require us to report processing activities.

Your own GP surgery should we recommend any changes to medication or their dosages.

Third parties to whom we sell, transfer, or merge parts of our business or our assets.

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

# INTERNATIONAL TRANSFERS

We share your personal data within our group of companies which involves transferring your data outside the UK

We are subject to the provisions of the General Data Protection Regulations that protect your personal data. Where we transfer your data to third parties outside of the UK, we will ensure that certain safeguards are in place to ensure a similar degree of security for your personal data. As such:

We may transfer your personal data to countries that the United Kingdom regulatory authorities have approved as providing an adequate level of protection for personal data by; or

If we use US-based providers that are part of a UK regulator approved privacy framework, we may transfer data to them, as they have equivalent safeguards in place; or Where we use certain service providers who are established outside of the UK, we may use specific contracts or codes of conduct or certification mechanisms approved by the European Commission

which give personal data the same protection it has in Europe.

If none of the above safeguards is available, we may request your explicit consent to the specific transfer. You will have the right to withdraw this consent at any time.

# DATA SECURITY

We have put in place security measures to prevent your personal data from being accidentally lost, used, altered, disclosed, or accessed without authorisation. We also allow access to your personal data only to those employees and partners who have a business need to know such data. They will only process your personal data on our instructions and they must keep it confidential.

We have procedures in place to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach if we are legally required to.

# DATA RETENTION

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. When deciding what the correct time is to keep the data for we look at its amount, nature and sensitivity, potential risk of harm from unauthorised use or disclosure, the processing purposes, if these can be achieved by other means and legal requirements.

For tax purposes the law requires us to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they stop being customers. In some circumstances we may anonymise your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

# YOUR LEGAL RIGHTS

Under data protection laws you have rights in relation to your personal data that include the right to request access, correction, erasure, restriction, transfer, to object to processing, to portability of data and (where the lawful ground of processing is consent) to withdraw consent.

You can see more about these rights at:

https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/protection-regulation-gdpr/individual-rights/protection-regulation-gdpr/individual-rights/protection-regulation-gdpr/individual-rights/protection-regulation-gdpr/individual-rights/protection-regulation-gdpr/individual-rights/protection-regulation-gdpr/individual-rights/protection-regulation-gdpr/individual-rights/protection-regulation-gdpr/individual-rights/protection-regulation-gdpr/individual-rights/protection-regulation-gdpr/individual-rights/protection-regulation-gdpr/individual-rights/protection-regulation-gdpr/individual-rights/protection-regulation-gdpr/individual-rights/protection-regulation-gdpr/individual-rights/protection-regulation-gdpr/individual-rights/protection-regulation-gdpr/individual-rights/protection-gdpr/individual

If you wish to exercise any of the rights set out above, please email us at info@thelifestyleclinic.co.uk

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive or refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you

If you are not happy with any aspect of how we collect and use your data, you have the right to complain to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We should be grateful if you would contact us first if you do have a complaint so that we can try to resolve it for you.

# THIRD-PARTY LINKS

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

# COOKIES

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. Our full cookie policy is available here.





# Ready to Start a *Transformation?*

If you're ready to get control of your health then get in contact today

Complete the enrolment form at: **WWW.THELIFESTYLECLINIC.CO.UK** 

If you're still in the exploration phase or have more questions, no worries at all.

Send any questions you have to:



info@thelifestyleclinic.co.uk