

**Pippa Anderson**

Certified Functional health and Wellbeing coach

General Terms and Conditions

# Pippa Anderson - **General Terms (2019)**

## **1. THESE TERMS**

**1.1 What these terms cover.** These are the terms and conditions on which I supply products to you, whether these are goods, services or digital content. In these terms, where we refer to a "**Programme**" it means a series of session or events prepared and tailored for you that I have agreed to provide to you where, usually, the products being provided are services or digital content.

**1.2 Why you should read them.** Please read these terms carefully before you submit your order to me. These terms tell you who I am, how I will provide products to you, how you and I may change or end the agreement, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact me to discuss.

**1.3 Are you a business or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- you are an individual.
- you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to businesses only are in *italics*.

**1.4 If you are a business this is our entire agreement with you.** *If you are a business these terms constitute the entire agreement between us in relation to your order. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of me which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.*

## **2. INFORMATION ABOUT ME AND HOW TO CONTACT ME**

**2.1 Who I am.** I am Pippa Anderson a sole trader established in 2006 in England and Wales. My address is 57 Golden Square, Tenterden, Kent. TN30 6RN UK.

**2.2 How to contact me.** You can contact me by calling me on 07976 942643 or by writing to me at either [pippaanderson100@icloud.com](mailto:pippaanderson100@icloud.com) or Pippa Anderson 57 Golden Square, Tenterden, Kent, TN30 6RN. UK

**2.3 How I may contact you.** If I have to contact you I will do so by telephone or by writing to you at the email address or postal address you provided to me in your order/client agreement.

**2.4 "Writing" includes emails.** When I use the words "writing" or "written" in these terms, this includes emails.

## **3. MY AGREEMENT WITH YOU**

**3.1 How I will accept your order.** My acceptance of your order will take place when I call or write or email you to accept it, at which point an agreement will come into existence between you and me. Online orders will be accepted by email only. Orders made online on my website are for products as described on my website and not described elsewhere, for example, one of my brochures or other marketing materials. The exception to this is if the website refers specifically to products that are described in our other promotional materials.

**3.2 If I cannot accept your order.** If I am unable to accept your order, I will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on my resources which I could not reasonably plan for, because a credit reference I have obtained for you does not meet our minimum requirements, because I have identified an error in the price or description of the product or because I am unable to meet a delivery deadline you have specified.

**3.3 Your order number.** I will assign an order number to your order and tell you what it is when I accept your order. It will help me if you can tell us the order number whenever you contact us about your order.

**3.4 I only sell to the UK.** My brochures, other marketing materials and website are solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

#### **4. MY PRODUCTS**

**4.1 Products may vary slightly from their pictures.** The images of the products on my website and/or in my brochure or other marketing materials are for illustrative purposes only. Although I have made every effort to display the colours accurately, I cannot guarantee that a device's display of the colours or a picture in my brochures or other marketing materials accurately reflects the colour of the products. Your product may vary slightly from those images.

**4.2 Product packaging may vary.** The packaging of the product may vary from that shown in images on my website or in my brochures or other marketing materials.

#### **5. YOUR RIGHTS TO MAKE CHANGES**

**5.1 Inform me if you wish to make changes.** If you wish to make a change to the product you have ordered please contact me. I will let you know if the change is possible. If it is possible I will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

**5.2 Right to terminate if you placed your order at a distance (including online, by telephone or email) or off-premises you can terminate the agreement.** If I cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the agreement (see Clause 8). These rights do not apply if you placed your order on-premises.

#### **6. MY RIGHTS TO MAKE CHANGES**

**6.1 Minor changes to the products. I** may change the product:

**(a)** to reflect changes in relevant laws and regulatory requirements, for example, the way in which I can provide health coaching or the topics I am able to discuss in our sessions may be impacted by changes in laws and regulatory requirements; and

**(b)** to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product, but if they do I will notify you in writing.

**6.2 More significant changes to the products and these terms.** In addition, I may make the following changes to these terms or the product, but if I do so we will notify you (in person, over the telephone, in the course of email exchanges, in our brochure or other marketing materials, or on my website) and you may then contact me to end the agreement before the changes take effect and receive a refund for any products paid for but not received:

**(a)** reducing (temporarily or permanently) the range of products we can supply to you, or stopping providing to you (temporarily or permanently) some or all of the products due to changes in laws and regulatory requirements that prevent or restrict me from providing to you some or all health coaching services, or the manner in which we must provide them.

**6.3 Updates to digital content. I** may update or require you to update digital content, provided that the digital content shall always match the description of it that I provided to you before you bought it.

#### **7. PROVIDING THE PRODUCTS**

**7.1 Delivery costs.** The costs of delivery (if there are any) will be:

**(a)** as explained to you before you placed your order and confirmed in your order form if you purchased your product in person, over the telephone, or in the course of email exchanges, or

**(b)** on our website, if you placed your order online.

**7.2 When I will provide the products.**

**(a) If the products are goods.** If the products are goods I will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which I accept your order.

**(b) If the products are one-off services. I** will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.

**(c) If the product is a one-off purchase of digital content.** I will make the digital content available for download by you as soon as I accept your order.

**(d) If the products are ongoing services or a subscription to receive goods or digital content.** I will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the agreement as described in Clause 8 or I end the agreement by written notice to you as described in Clause 10.

**7.3 I am not responsible for delays outside my control.** If my supply of the products is delayed by an event outside my control then I will contact you as soon as possible to let you know and I will take steps to minimise the effect of the delay. Provided I do this I will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact me to end the agreement and receive a refund for any products you have paid for but not received.

**7.4 Collection by you.** If you have asked to collect the products from our premises, you can collect them from me at any time during our working hours of 09:00 hrs to 17:00 hrs on weekdays (excluding public holidays).

**7.5 If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, I will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

**7.6 If you do not re-arrange delivery.** If you do not collect the products from me as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot I will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite my reasonable efforts, I am unable to contact you or re-arrange delivery or collection I may end the agreement and Clause 10.2 will apply.

**7.7 If you do not allow me access to provide services.** If you do not allow me access to your property to perform the services as arranged (and you do not have a good reason for this) I may charge you additional costs incurred by me as a result. If, despite my reasonable efforts, I am unable to contact you or re-arrange access to your property I may end the agreement and Clause 10.2 will apply.

**7.8 Your legal rights if I deliver products late.** You have legal rights if I deliver any products late. If I miss the delivery deadline for any products then you may treat the agreement as at an end straight away if any of the following apply:

- (a)** I have refused to deliver the products;
- (b)** delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c)** you told me before I accepted your order that delivery within the delivery deadline was essential.

**7.9 Setting a new deadline for delivery.** If you do not wish to treat the agreement as at an end straight away, or do not have the right to do so under Clause 7.8, you can give me a new deadline for delivery, which must be reasonable, and you can treat the agreement as at an end if I do not meet the new deadline.

**7.10 Ending the agreement for late delivery.** If you do choose to treat the agreement as at an end for late delivery under Clause 7.8 or Clause 7.9, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that I will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you must either return them in person to where you bought them, post them back to me or (if they are not suitable for posting) allow me to collect them from you. I will pay the costs of postage or collection. Please call on 07976 942643 or email us at pippaanderson100@icloud.com to arrange collection.

**7.11 When you become responsible for goods.** The goods will be your responsibility from the time I deliver the product to the address you gave me or you (or a carrier organised by you) collect it from me.

**7.12 When you own the goods.** You own the goods once I have received payment in full.

**7.13 What will happen if you do not give required information to me.** I may need certain information from you so that I can supply the products to you, for example, your personal details. If so, this will have been:

- (a)** mentioned to you before you placed your order: (i) in person, or (ii) over the telephone, or (iii) in the course of email exchanges, or
- (b)** as set out in (i) the product description of my brochure or other marketing materials, or (ii) on my website, or mentioned to you in the course of email exchanges.

I will contact you to ask for this information. If you do not give me this information within a reasonable time of me asking for it, or if you give me incomplete or incorrect information, I may either end the agreement (and Clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. I will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving me the information I need within a reasonable time of us asking for it.

**7.14 Reasons I may suspend the supply of products to you.** I may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by me to you (see Clause 6).

**7.15 Your rights if I suspend the supply of products.** I will contact you in advance to tell you I will be suspending supply of the product, unless the problem is urgent or an emergency. If I have to suspend the product for longer than [30 days] in any [three-month] period we will adjust the price so that you do not pay for products while they are suspended. You may contact me to end the agreement for a product if I suspend it, or tell you I am going to suspend it, in each case for a period of more than 30 days and I will refund any sums you have paid in advance for the product in respect of the period after you end the agreement.

**7.16 I may also suspend supply of the products if you do not pay.** If you do not pay me for the products when you are supposed to (see Clause 14.4) and you still do not make payment on or before the 7th day of me reminding you that payment is due, I may suspend supply of the products until you have paid me the outstanding amounts. I will contact you to tell you I am suspending supply of the products. I will not suspend the products where you dispute the unpaid invoice (see Clause 14.7). I will not charge you for the products during the period for which they are suspended. As well as suspending the products I can also charge you interest on your overdue payments (see Clause 14.6).

## **8. YOUR RIGHTS TO END THE AGREEMENT**

**8.1 You can always end your agreement with me.** Your rights when you end the agreement will depend on what you have bought, whether there is anything wrong with it, how I am performing, when you decide to end the agreement, whether you ordered your product on-premises or at a distance (including online, by telephone or email) / off-premises, and whether you are a consumer or a business:

**If you are a consumer who ordered your product at a distance (including online, by telephone or email) or off-premises,** the rights in (a) to (d) below apply to you:

- (a) **If what you have bought is faulty or mis-described you may have a legal right to end the agreement** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see Clause 12 if you are a consumer or Clause 13 if you are a business;
- (b) **If you want to end the agreement because of something I have done or have told you we are going to do,** see Clause 8.2;
- (c) **If you are a consumer and have just changed your mind about the product,** see Clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) **In all other cases (if I am not at fault and you are not a consumer exercising your right to change your mind and cancel),** see Clause 8.7.

**If instead you are a consumer who ordered your product on-premises,** you can end your agreement for the supply of a product at any time before I have delivered it or completed supplying it and you have paid for it. In some circumstances described below, I may charge you for doing so. You also have your rights where a product is faulty or mis-described, see Clause 12. However, you do not have a right to change your mind and cancel, and so Clauses 8.3, 8.5 and 8.6 do not apply to you.

**8.2 Ending the agreement because of something I have done or are going to do.** If you are ending a agreement for a reason set out at (a) to (e) below the agreement will end immediately and I will refund you in full for any products which have not been provided or have not been provided properly and you may also be entitled to compensation. The reasons are:

- (a) I have told you about an upcoming change to the product or these terms which you do not agree to (see Clause 6.2);
- (b) I have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside my control;
- (d) I have suspended supply of the products for technical reasons, or notify you I am going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- (e) you have a legal right to end the agreement because of something I have done wrong (including because I have delivered late (see Clause 7.8)).

**8.3 Exercising your right to change your mind and cancel if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought over the telephone, by mail order, by exchange of emails, or online you have a legal right to change your mind and cancel within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail below. **If you are a consumer who ordered your product on-premises, this Clause 8.3 does not apply to you.**

**8.4 Your enhanced rights as a consumer.** I offer our UK consumers rights which are more generous than your legal rights under the Consumer Contracts Regulations in the ways set out below. These enhanced rights, which are offered only to consumers resident in the UK, do not affect your legal rights in relation to faulty or mis-described products (see Clause 11.2):

Right under the Consumer Contracts Regulations 2013	How our enhanced rights are more generous
14 day period to change your mind and cancel.	28 day period to change your mind and cancel.
Consumer to pay costs of return.	I pay the costs of return.

**If you are a consumer who ordered your product on-premises,** this Clause 8.4 only applies if you change your mind about a product either before it is delivered or on or before the 7<sup>th</sup> day after receiving it. If you have received the unwanted product please return it to me at your own expense. You are not obliged to return digital content or services.

**8.5 When consumers do not have the right to change their mind and cancel.** Your right as a consumer to change your mind and cancel does not apply in respect of:

- (a) digital products after you have started to download or stream these;
- (b) services, once these have been completed, even if the cancellation period is still running;
- (d) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (e) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
- (f) any products which become mixed inseparably with other items after their delivery.

**If you are a consumer who ordered your product on-premises, this Clause 8.5 does not apply to you.**

**8.6 How long do consumers have to change their minds and cancel?** If you are a consumer, how long you have depends on what you have ordered and how it is delivered.

**(a) Have you bought services for example, health coaching sessions?** if so, you have 28 days after the day I email you to confirm I accept your order. However, once I have completed the services you cannot change your mind and cancel, even if the period is still running. If you cancel after I have started the services, you must pay me for the services provided up until the time you tell me that you have changed your mind and want to cancel.

**(b) Have you bought digital content for download or streaming for example, a podcast or video blog?** if so, you have 28 days after the day I contact you to confirm I accept your order, or, if earlier, until you start downloading or streaming. If I delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind and cancel.

**(c) Have you bought goods for example, supplements?,** if so you have 28 days after the day you (or someone you nominate) receive the goods, **unless:**

**(i) Your goods are split into several deliveries over different days.** In this case you have until 28 days after the day you (or someone you nominate) receive the last delivery to change your mind about the goods.

**(ii) Your goods are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receive the first delivery of the goods.

**If you are a consumer who ordered your product on-premises, this Clause 8.6 does not apply to you.**

**8.7 Ending the agreement (i) where I am not at fault and there is no right to change your mind and cancel or (ii) where there is no good reason.**

**(a) If you are a consumer who ordered your product at a distance (including online, by telephone or email) or off-premises,** then even if we are not at fault and you are not a consumer who has a right to change your mind and cancel (see Clause 8.1), you can still end the agreement before it is completed, but you may have to pay me compensation. An agreement for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. An agreement for services is completed when I have finished providing the services and you have paid for them. If you want to end an agreement before it is completed where I am not at fault and you have not changed your mind, just contact me to let me know. The agreement will end immediately and I will refund any sums paid by you for products not provided but I may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs I will incur as a result of your ending the agreement which may take into account any discount you receive as a result of committing to a Programme.

**(b) If you are a consumer who ordered your product on-premises or you are a business,** then if you are not ending the agreement for one of the reasons in Clause 8.2, then the agreement will end immediately and I will refund any sums paid by you for products not provided but I may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs I will incur as a result of your ending the agreement which may take into account any discount you receive as a result of committing to a Programme.

## **9. HOW TO END THE AGREEMENT WITH ME (INCLUDING IF YOU ARE A CONSUMER YOU HAVE CHANGED YOUR MIND AND WISH TO CANCEL)**

**If you are a consumer who ordered your product at a distance (including online, by telephone or email) or off-premises, or if you are a business,** then only Clauses 9.1 to 9.7 apply to you.

**If you are a consumer who ordered your product on-premises,** then only Clause 9.8 applies to you.

**9.1 Tell me you want to end the agreement.** To end the agreement with me, please let me know by doing one of the following:

**(a) Phone or email.** Call 07976942643 or email us at [pippaanderson100@icloud.com](mailto:pippaanderson100@icloud.com). Please provide details of what you bought, when you ordered or received it and your name and address.

**(b) By post.** Complete the template cancellation form that can be found at the end of these terms and post it to us at the address on the form. Or simply write to us at 57 Golden Square Tenterden Kent TN30 6RN including details of what you bought, when you ordered or received it and your name and address.

**9.2 Returning products after ending the agreement.** If you end the agreement for any reason after products have been dispatched to you or you have received them, you must return them to me. You must either return the goods in person to where you bought them, post them back to me at 57 Golden Square, Tenterden, Kent, TN30 6RN or (if they are not suitable for posting) allow me to collect them from you. Please call on 07976 942643 or email us at [pippaanderson100@icloud.com](mailto:pippaanderson100@icloud.com) to arrange collection. If you are a consumer exercising your right to change your mind and cancel you must send off the goods within 14 days of telling me you wish to end the agreement.

**9.3 When I will pay the costs of return.** I will pay the costs of return:

**(a)** if the products are faulty or mis-described;

**(b)** if you are ending the agreement because I have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside my control or because you have a legal right to do so as a result of something I have done wrong.

In all other circumstances (including where you are exercising your right to change your mind and cancel) you must pay the costs of return.

**9.4 What I charge for collection.** If you are responsible for the costs of return and I am collecting the product from you, I will charge you the direct cost to us of collection.

**9.5 How I will refund you.** If you are entitled to a refund under these terms I will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, I may make deductions from the price, as described below.

**9.6 When I may make deductions from refunds if you are a consumer exercising your right to change your mind and cancel.** If you are a consumer exercising your right to change your mind and cancel:

**(a)** I may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If I refund you the price paid before I am able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay me an appropriate amount.

**(b)** The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method I offer. For example, if I offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then I will only refund what you would have paid for the cheaper delivery option.

**(c)** Where the product is a service, I may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told me you had changed your mind and want to cancel. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the agreement.

**9.7 When your refund will be made.** I will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind and cancel then:

**(a)** If the products are goods and I have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide me with evidence that you have sent the product back to Me.

**(b)** In all other cases, your refund will be made within 14 days of your telling me you have changed your mind and want to cancel.

**9.8 Returning products after ending the agreement.** If you end the agreement after products have been dispatched to you and they have been delivered to you (because I cannot recall them), you must return them to me. I will pay the costs of return if you are ending the agreement because I have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside my control or because you are exercising your legal rights to end the agreement because of something I have done wrong. In all other circumstances you must pay the costs of return.

## **10. MY RIGHTS TO END THE AGREEMENT**

**10.1 I may end the agreement if you breach it.** I may end the agreement for a product at any time by writing to you if:

**(a)** you do not make any payment to me when it is due and you still do not make payment on or before the fifth day of me reminding you that payment is due;

**(b)** you do not, within a reasonable time of me asking for it, provide me with information that is necessary for me to provide the products;

**(c)** you do not, within a reasonable time, allow me to deliver the products to you or collect them from me;

**(d)** you do not, within a reasonable time, allow me access to your premises to supply the services.

**10.2 You must compensate me if you breach the agreement.** If I end the agreement in the situations set out in Clause 10.1 I will refund any money you have paid in advance for products we have not provided but I may deduct or charge you reasonable compensation for the net costs I will incur as a result of your ending the agreement which may take into account any discount you receive as a result of committing to a Programme

**10.3 I may withdraw the product.** I may write to you to let you know that I am going to stop providing the product. I will let you know at least 10 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## **11. IF THERE IS A PROBLEM WITH THE PRODUCT**

**11.1 Let me know.** If you have any questions or complaints about the product, please contact me. You can telephone me on 07976 942643 or write to me at 57 Golden Square, Tenterden, Kent. TN30 6RN

## **12 YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER**

**12.1 Summary of your legal rights if you are a consumer.** If you are a consumer we are under a legal duty to supply products that are in conformity with this agreement. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.



This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is **goods**, for example, a nutritional supplement, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods can be expected to last up to six years, you may be entitled to a repair or replacement, or to some of your money back.

You also have rights to change your mind and cancel, see Clause 8.3.

If your product is **digital content**, for example, an app or podcast, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement.
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

You also have rights to change your mind and cancel, see Clause 8.3.

If your product is **services**, for example, health coaching or attending one of our workshops, the Consumer Rights Act 2015 says services must be performed with reasonable care and skill:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

You also have rights to change your mind and cancel, see Clause 8.3.

**12.2 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to me or (if they are not suitable for posting) allow me to collect them from you. I will pay the costs of postage or collection. Please call on 07976 942643 or email or write to us at [pippaanderson100@icloud.com](mailto:pippaanderson100@icloud.com) or Pippa Anderson 57 Golden Square, Tenterden, Kent. TN30 6RN to arrange collection.

### **13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS**

**13.1** *If you are a business we warrant that on delivery, and for a period of three months from the date of delivery (the "Warranty Period") any products which are goods shall:*

- (a)** *conform in all material respects with their description and any relevant specification;*
- (b)** *be free from material defects in design, material and workmanship;*
- (c)** *be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and*
- (d)** *be fit for any purpose held out by me.*

**13.2** *Subject to Clause 13.3, if:*

- (a)** *you give me notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in Clause 13.1;*
- (b)** *I am given a reasonable opportunity of examining such product; and*
- (c)** *you return such product to me at our cost,*

*Then I shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.*

**13.3** *I will not be liable for a product's failure to comply with the warranty in Clause 13.1 if:*

- (a)** *you make any further use of such product after giving a notice in accordance with Clause 13.2(a);*

- (b) the defect arises because you failed to follow my oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;*
- (c) the defect arises as a result of me following any drawing, design or specification supplied by you;*
- (d) you alter or repair the product without my written consent; or*
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.*

**13.4** *Except as provided in this Clause 13, I shall have no liability to you in respect of a product's failure to comply with the warranty set out in Clause 13.1.*

**13.5** *The terms in this Clause 13 shall apply to any repaired or replacement products supplied by us under Clause 13.2.*

## **14.PRICE AND PAYMENT**

**14.1 Where to find the price for the product.** The price of the product (including VAT, if it applies) will be the price indicated in your client agreement / order documentation (if you've ordered by telephone, email or from a brochure or other marketing materials) or on our website online order page (if you've ordered online). I take all reasonable care to ensure that the price of the product advised to you is correct. Clause 14.3 explains what happens if I discover an error in the price of the product you order.

**14.2 I will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date I supply the product, I will adjust the rate of VAT that you pay, if VAT applies, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

**14.3 What happens if I got the price wrong.** It is possible that, despite my best efforts, some of the products I sell may be incorrectly priced. I will normally check prices before accepting your order so that, where the product's correct price at your order date is less than my stated price at your order date, I will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, I will contact you for your instructions before we accept your order. If I accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mis-pricing, I may end the agreement, refund you any sums you have paid and require the return of any goods provided to you.

### **14.4 When you must pay and how you must pay.**

When you must pay depends on what product you are buying:

**(a)** For **goods**, you must pay for the products before I dispatch them. I will not charge your credit or debit card until I dispatch the products to you.

**(b)** For **digital content**, you must pay for the products before you download them.

**(c)** For **services**, details of when and how to pay will have been included in your order form. If there are no details about when you must pay in the order form, then you must make an advance payment of 25% of the price of the services, before I start providing them. I will invoice you monthly in advance for the services until the services are completed.

**14.5 My right of set-off if you are a business.** If you are a business you must pay all amounts due to me under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**14.6 I can charge interest if you pay late.** If you do not make any payment to me by the due date I may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank plc from time to time. 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 me interest together with any overdue amount.

**14.7 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact me promptly to let me know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved I will charge you interest on correctly invoiced sums from the original due date.

## **15. MY RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

**15.1 I am responsible to you for foreseeable loss and damage caused by me.** If I fail to comply with these terms, I am responsible for loss or damage you suffer that is a foreseeable result of my breaching this agreement or my failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the agreement was made, both I and you knew it might happen, for example, if you discussed it with us during the sales process.

**15.2 I do not exclude or limit in any way my liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by my negligence or the negligence of my employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised in Clause 12.1; and for defective products under the Consumer Protection Act 1987.

**15.3. I do limit certain losses and damage caused by me in the following areas.** I cap our liability for the following loss or damage to the total amount payable for the product or £5,000, whichever is the lower amount:  
**(a)** loss and damage that is not foreseeable to me and you when the agreement was made with you; and  
**(b)** loss and damage that was not caused by any breach on my part.

Where the product is paid for by instalments, the total amount for this purpose is total of all instalments.

In Clause 15.3(a) Loss or damage is not foreseeable if either it is not obvious that it will happen or if, at the time the agreement was made, both I and you did not know it might happen, for example, if you did not discuss it with us during the sales process.

**15.4 When I am liable for damage to your property.** If I am providing services in your property, I will make good any damage to your property caused by me while doing so. However, I am not responsible for the cost of repairing any pre-existing faults or damage to your property that I discover while providing the services.

**15.5 When I am liable for damage caused by digital content.** If defective digital content which I have supplied damages a device or digital content belonging to you and this is caused by my failure to use reasonable care and skill I will either repair the damage or pay you compensation.

**15.6 I am not liable for business losses.** If you are a consumer we only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose your liability will be limited as set out in Clause 16.

## **16. My RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**

**16.1** *Nothing in these terms shall limit or exclude our liability for:*

- (a) death or personal injury caused by my negligence, or the negligence of my directors, officers or employees of the Company, and any contractor or agents engaged by the Company;*
- (b) fraud or fraudulent misrepresentation;*
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or*
- (d) defective products under the Consumer Protection Act 1987; or*
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.*

**16.2** *Except to the extent expressly stated in Clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.*

**16.3** *Subject to Clause 16.1:*

- (a) I shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any agreement between us; and*
- (b) our total liability to you for all other losses arising under or in connection with any agreement between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 25% of the total amount paid by you for the products under any agreement between us or £5,000, whichever is the greater amount.*

## **17. HOW I MAY USE YOUR PERSONAL INFORMATION**

**17.1 How I will use your personal information.** I will only use your personal information as set out in my Privacy Policy. You can find my Privacy Policy by requesting a copy from us. by calling me on 07976 942643 or emailing [pippaanderson100@icloud.com](mailto:pippaanderson100@icloud.com)

## **18. INTELLECTUAL PROPERTY RIGHTS**

**18.1 I retain ownership in our Intellectual Property, like trademarks, patents, copyright.** My Intellectual Property is important to us and allows us to offer the specific products I create and sell. Consequently, I retain all ownership and Intellectual Property to any products supplied to you, including all copyrights and any trademarks, whether registered or not, that belong to me. The content and materials are being provided to you, including where we are providing a Programme to you, are for your individual use only and we grant to you a single-user licence.

**18.2 You must not share my Intellectual Property.** You are not permitted to share, copy, sell, post, distribute, reproduce, duplicate, trade, resell, exploit, or otherwise disseminate any of my Intellectual Property, including any portion of the content and materials of any Programme, electronically or otherwise, for business or commercial use, or in any other revenue generating ways, without my prior written consent.

**18.3 Other important restrictions on you using my Intellectual Property.** You acknowledge and agree that (a) you have no right to use or to allow others to use the Intellectual Property or any part of it, (b) you shall not seek to register any Intellectual Property, (c) you shall not use any trade marks, trade names or get-up which resemble our trade marks, trade names or get-up and which would therefore be likely to confuse or mislead the public or any section of the public, (d) you shall not remove, alter or otherwise tamper with any trade marks, trade names, logos, numbers or other means of identification on of my products or any packaging which come into your possession, custody or control, (e) you shall not do or omit to do, or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with the Intellectual Property.

In these terms, we refer to “**Intellectual Property**” to mean any patent, copyright, registered design, unregistered design right, trade mark or other industrial or intellectual property owned or used by me together with any current applications for any registrable items of any of these.

## **19. SOME OF THE PRODUCTS I PROVIDE TO YOU ARE SPECIAL IN NATURE BECAUSE THEY RELATE TO YOUR HEALTH**

**19.1 I provide information to you for educational purposes and not to provide medical advice.** Although I use reasonable care in preparing our products, including any Programmes for you, I provide these to you for your own use and for informational and educational purposes only. Only my staff who are medically qualified or regulated by a body that oversees the provision of healthcare services (such as the Public Health Authorities of the UK, and the UK Health & Care Professions Council) are lawfully permitted to give medical advice and I will inform you if they are. I strongly advise you to seek the advice of a qualified healthcare professional (such as your doctor) before making any changes that affect your health, and to discuss any queries or concerns you might have with them before you make any decisions about any choices that impact your health.

**19.2 Own decision, risk and responsibility.** There are risks that might arise from using my products (including any Programme) that relate to your use, misuse, or non-use of my products and/or any materials provided. Please inform yourself of these risks. You agree to take full responsibility for your decision and any other decisions you make, including any made before, during or after a Programme. Any outcomes or results from using my products, including any Programme, are solely your responsibility.

**19.3 You are responsible for your health and wellbeing.** You, rather than us, are responsible for your own health and wellbeing, whether mental, physical or spiritual.

**19.4 I provide no guarantee as to your outcomes. I** make no guarantees to you as to any outcomes or results you may experience from my products, including my Programmes. There are many factors that influence those outcomes and/or results, and I disclaim any guarantees in relation to them, whether implied or explicit. This clause does not affect your rights in respect of defective products under Clause 12 if you are a consumer and Clause 13 if you are a business.

**19.5 I am unable to provide certain categories of expert advice.** I do not provide any medical, counselling, psychotherapy, mental health, substance abuse, legal or financial advice, including where you are committed to a Programme I have tailored for you. You are advised to seek your own medical, counselling, psychotherapy, mental health, substance abuse, legal or financial advice from an appropriately qualified professional who is expert in those areas. The only exception to this is where my staff are (i) doctors or (ii) other medically qualified professionals who are regulated by a body that oversees the provision of healthcare services (such as the Public Health Authorities of the UK or the UK Health & Care Professions Council), are allowed by law to give medical advice within their scope of practice, and are treating you as a patient. I will inform you if they are.

**19.6 I do not make recommendations on dietary or health supplements.** If you request any recommendations for any dietary or health supplements or I give you information about dietary or health supplements, including during a Programme I have tailored for you, I provide these to you for informational and educational purposes only. They must not be treated by you as medical advice, or a substitute for you obtaining medical advice prior to taking such dietary or health supplements. You are, instead, advised to check with your doctor or other qualified medical professional before using any dietary or health supplements, whether I have discussed them with you or not.

**19.7 Do not start or stop taking medications or dietary and health supplements without expert medical advice.** I recommend that you consult with your doctor or other medically qualified professional before making any decision to start or stop taking, or change the quantity or frequency of, medications and dietary or health supplements, whether or not as a result of information I provide to you, including during any Programme I have tailored for you. Where my staff are (i) doctors or (ii) other medically qualified professionals who are regulated by a body that oversees the provision of healthcare services (such as the Public Health Authorities of the UK or the UK Health & Care Professions Council), are allowed by law to give medical advice, and are treating you as a patient. I will inform you if they are.

**19.8 Do not start or stop any form of physical exercise without expert medical advice.** I recommend that you consult with your doctor or other medically qualified professional before making any decision to start or stop physical exercise, whether or not as a result of information I provide to you, including during any Programme I have tailored for you.

## **20. OTHER IMPORTANT TERMS**

**20.1 I may transfer this agreement to someone else.** I may transfer my rights and obligations under these terms to another organisation. I will always tell you in writing if this happens and I will ensure that the transfer will not affect your rights under the agreement. If you are unhappy with the transfer you may contact me to end the agreement within 30 days of me telling you about it and I will refund you any payments you have made in advance for products not provided.

**20.2 You need my consent to transfer your rights to someone else (except that you can always transfer your enhanced rights).** You may only transfer your rights or your obligations under these terms to another person if I agree to this in writing. For example, I may not consent to the transfer where the product I provide are designed for you, and not anyone else. However, if you are a consumer you may transfer your enhanced rights found in Clause 8.4 to a person who has acquired the product or, where the product is services, any item or property in respect of which I have provided the services. I may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example, providing a letter and/or email (or chain of letters and/or emails) showing the transfer of the benefit of the guarantee to the new owner of the product in question.

**20.3 Nobody else has any rights under this agreement (except someone you pass your enhanced rights on to).** This agreement is between you and me. No other person shall have any rights to enforce any of its terms, except as explained in Clause 20.2 in respect of our guarantee. Neither of us will need to obtain the agreement of any other person in order to end the agreement or make any changes to these terms.

**20.4 If a court finds part of this agreement illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**20.5 Even if I delay in enforcing this agreement, I can still enforce it later.** If I do not insist immediately that you do anything you are required to do under these terms, or if I delay in taking steps against you in respect of your breaching this agreement, that will not mean that you do not have to do those things and it will not prevent me taking steps against you at a later date. For example, if you miss a payment and I do not chase you but I continue to provide the products, I can still require you to make the payment at a later date.

**20.6 Which laws apply to this agreement and where you may bring legal proceedings if you are a consumer.** These terms are governed by the laws of England and Wales and you can bring legal proceedings in respect of the products in the English or Welsh courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

**20.7 Alternative dispute resolution if you are a consumer.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how I have handled any complaint, you may submit your dispute for online resolution to the European Commission Online Dispute Resolution (accessible via <https://ec.europa.eu/consumers/odr/>) platform.

**20.8 Which laws apply to this agreement and where you may bring legal proceedings if you are a business.** *If you are a business, any dispute or claim arising out of or in connection with an agreement between us or its subject matter or formation (including non-contractual disputes or claims) is governed by and shall be construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.*

**TEMPLATE CANCELLATION FORM (FOR CONSUMERS)**

**THIS TEMPLATE IS ONLY FOR CONSUMERS WHO DID NOT PLACE THEIR ORDER ON-PREMISES.**

*(Complete and return this form only if you wish to withdraw from the agreement)*

To: Pippa Anderson, 57 Golden Square, Tenterden, Kent, TN30 6RN. UK

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] agreement of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate