

*Charlene Hutsebaut*

# Wellness Mentor

[www.charlenehutsebaut.com](http://www.charlenehutsebaut.com)

## **Terms of Business**

These are the Terms on which we provide Products and Courses when you place an online or offline Order. References to "I" "Me" "we" "our" or "us" mean Charlene Hutsebaut trading as "Charlene Hutsebaut" and/or "Positively Slim" and "you" means you the customer or online purchaser.

### **(1) Products**

Our website offers Products under these Terms We do not currently offer physical goods for sale via our Website and nothing contained in the Website shall be construed as offering physical goods for delivery to you. Our Products are downloadable Digital Content which you will access as soon as you have bought through our e-store.

### **(2) Price and payment**

Prices for Products are mentioned on our Website, and if there is a discrepancy between the Prices quoted on a page, and the Price in your checkout basket in our e-store then the correct Price will be that in the checkout basket.

### **(3) Online purchases of Digital Content:**

Our site features downloadable Digital Content available for purchase online. This includes videos, and audio downloads.

- a. You agree that any Digital Content will be made available to you immediately after payment and that the contract will be created upon transmission of our email acceptance of your Order. The usual cancellation rights offered to consumers under the Consumer Protection (Distance Selling) Regulations 2000 will not apply since the Products are available immediately. You will therefore have no right to cancel the contract between us and no right to a refund once the contact has been made.
- b. If a particular download is defective, for example, if it is corrupted, then please notify us. No provision in these Terms affects your statutory rights.

### **(4) Licence to use Digital Content:**

- a. Upon payment for the Product you will be prompted to download the Digital Content having specified your preferred format (currently Mp4, QuickTime, Windows Media Player formats). We ask you to do so promptly. If you are unable to complete a download please contact us. You bear all risk of loss after

- purchase and for any loss of Digital Content you have downloaded including any loss due to a computer or hard drive crash. We may, from time to time, remove or change the content of Products at any time without prior notice.
- b. We grant you a non-exclusive, non-transferable right to use the Digital Content contained in the Products for your personal, non-commercial use, subject to and in accordance with these Terms.
  - c. You agree not to infringe our Intellectual Property Rights vested in any Products on the Website and to comply with all applicable laws in your use of the Products and any Digital Content contained therein.
  - d. You acknowledge that the Digital Content contained within your Order embody our Intellectual Property Rights and are protected by law.
  - e. You may NOT and may NOT permit others to:
    - i. Sell, redistribute, loan, rent, share, give or lend the Digital Content to any other person;
    - ii. Broadcast, communicate to the public, publicly perform, transmit or use the Digital Content for any promotional or non commercial purposes;
    - iii. Translate, edit, modify, adapt or create any derivative works of the Digital Content;
    - iv. Assign, sub-license or otherwise transfer use of the Digital Content to a third party;
    - v. Remove or in any way amend or tamper with any copyright or trade mark notice or other identifier contained in the Digital Content;
    - vi. Interfere with, remove, alter or circumvent or attempt any of the foregoing in respect of any of the security measures and technology (including, without limitation, rights management and copyright protection technology) used in connection with the Digital Content or embark on any other action that may threaten rights of the copyright owners of the Digital Content;
    - vii. Make any use of the Digital Content in any form, by any manner or for any purpose (whether commercial or non-commercial) except as expressly permitted under these Terms
    - viii. infringe our Intellectual Property Rights in the Product.
  - f. PLEASE NOTE that if you use any of the Digital Content in a way, other than is specifically permitted under these Terms, you may be infringing copyright and therefore may be exposed to civil and/or criminal legal action.

## **(5) Courses**

When you buy any of our Courses (which though featured on our Website are only available for purchased offline) for attendance at a specified venue:

- i. You agree to attend the Course at the specified time and date and venue.
- ii. You agree to complete the pre participation Questionnaire prior to your attendance of any Course. Failure to provide us with the pre participation Questionnaire shall entitle us to refuse your attendance on the Course. After providing us with the pre participation Questionnaire, you agree to inform us of any changes that occur in your physical condition and well being which might in any way affect your ability to participate in a Course.
- iii. You understand that we shall refuse your participation at any Course where we reasonably believe that you are under the influence of alcohol or drugs, or otherwise unfit to participate in the Course.

- iv. If you are unable to attend a Course, we will refund you in full provided more than two weeks advance notice of cancellation in writing is given by you. If you notify us less than two weeks before the scheduled start date of the Course but more than 5 days before the Course date, we will refund 50% of the Price. Any cancellation on less than 5 days notice will be charged in full and no refund will be made.
  
- v. We reserve the right to cancel Courses which are purchased by you in the event of insufficient numbers booking to attend. We will take reasonable steps to reschedule your Course and offer you an alternative date, and may in our absolute discretion offer a partial refund of the Price, but our liability to you shall be limited to the amount the Price of the Course and shall not exceed such sum as you have paid to us.

## **(6) Warranty**

We warrant that our Products and any Courses provided shall be of a quality conforming to generally accepted industry standards and practices for health and well being goods and services.

## **(7) Limitation of Liability**

- a. Except in respect of death or personal injury due to negligence for which no limit applies, our entire liability to you in respect of any claim whatsoever or breach of these Terms, whether or not arising out of negligence, shall be limited to the amount paid by you for the Order.
  
- b. Where your Order includes participation at a Course, you understand that your participation on the Course is entirely at your own risk whether strenuous or otherwise and involves a degree of risk. Save for death or personal injury due to our negligence, we hereby exclude all liability however so caused by your participation in a Course.
  
- c. In no event shall we become liable to you for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or we had been made aware of the possibility of your incurring such a loss.
  
- (d) In no event shall we be liable to you for any damage or corruption, file read error or any failure of Digital Content after Completion.

## **(8) Subcontracting**

We may engage sub-contractors to provide our Courses and if we do so we undertake to use reasonable care to select appropriate sub-contractors.

## **(9) Notices**

Any notice to be given by either of us to the other will be in writing and shall be deemed served if hand delivered to the other at the time the letter was delivered personally or if sent by pre-paid post shall be deemed to have been delivered in the ordinary course of post, or if sent by facsimile or email, upon confirmation of receipt of facsimile or email, provided that the address or transmission number is that given by the other in the Order or is such other address or transmission number as may from time to time be communicated in writing.

## **(10) Entire Agreement**

These Terms embody the entire agreement between us and supersede all prior oral or written agreements, arrangements, or Orders. We may update the version of these Terms on the Website from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these Terms for your records.

## **(11) Governing Law**

These Terms shall be governed by and construed in accordance with the law of England and we hereby submit to the exclusive jurisdiction of the English courts for all purposes.

## **(12) Definitions**

In these Terms the following words shall have the following meanings:

“Course” means the ‘in person’ sessions available for you to attend at the time specified in the Order or such other time as may be agreed and where the context so indicates means the Courses featured in our Digital Content.

“Digital Content” means the Products available on the Website for download by you such as digitised versions of written publications, e-books, audio recordings, video recordings and other multimedia formats.

"Order" means the Product or Course requested by you whether in the online e-store or when booking a Course offline.

“Intellectual Property Rights” means any copyright, design right, know-how or other intellectual property rights owned, licensed or created by us in the Products or arising as a result of the Order

“Price’ mean the sum due for the download of a Product of attendance at a Course

“Product” means the health and well being Courses available to purchase as Digital Content on our Website

“Questionnaire” means the document provided to you assist us in the tailoring of an individual lifestyle plan that is appropriate to your own needs and goals