

Heather Keats Health & Fitness for Mums

Terms and conditions

These Terms and Conditions govern your use of our services including our website www.heatherkeats.co.uk, newsletter, social medial groups, such as facebook groups, coaching, advice and content, whether purchased or provided free of charge.

The services, are operated by Heather Keats Health & Fitness for Mums (we, our), a Sole Trader in England & Wales.

If you do not agree to these terms and conditions, please do not use or purchase any of our services.

Please also see our Privacy Policy for information about how we collect and use your personal data.

Heather Keats Health and Fitness for Mums is not engaged in rendering medical advice, nor does it hold itself as qualified to do so.

We strongly recommend that you seek professional medical advice before embarking on any health & fitness program.

1. Introduction

1. These terms will apply to all users (“**you**”) of our services.
2. By using or purchasing any of our services you agree to be bound by these Terms of Use.
3. Please note that these Terms and Conditions may be amended from time to time. Notification of any changes will be made by us posting new terms onto the Website. In continuing to use our services you confirm that you accept the then current Terms of Use in full at the time of use. If you do not accept the amended Terms and Conditions then you must not use our services and cancel any registration or subscription and the previous terms will continue to apply pending termination.

2. Our Products

1. We may offer the following products (the “Products”)

1. Website
2. e-books;
3. videos;
4. online group coaching;
5. individually tailored personal programmes
6. personal training
7. workshops & webinars

3. Fees

1. Some of our services are free to use while others a fee is payable. If a fee is payable this will be clearly communicated.

4. How to contact us

1. Our email address is hello@heatherkeats.co.uk

5. Booking and personal information

1. When you use one of our services we may ask that you provide certain personal information including but not limited to your name, email address, postal address and relevant health information. Any personal information you provide to us with will be handled in accordance with our Privacy Policy.
2. You agree that all personal information that you supply to us will be accurate, complete and kept up to date at all times. We may use the information provided to us to contact you.

6. Products: Cancellation

1. You have a statutory right to change your mind (without giving a reason) within 14 days of purchasing a product/service and receive a refund. This will not apply if you have already started using the relevant product/service.

2. If you want to end your contract with us or request a refund for unused products & services, please let us know by Emailing us at hello@heatherkeats.co.uk. Please provide your name, home address, details of the order and your phone number and email address telling us of the reason you wish to cancel. We will then consider your request to cancel and contact you as necessary.

7. Licence

1. If you pay a fee for a content related service, we will grant to you, for your own personal use only, a limited, non-exclusive, non-transferable license to access the content related to that product or service.
2. You are not permitted to share any of the content licensed under these terms with any other individuals.
3. Except for the foregoing limited license, no right, title or interest shall be transferred to you.

8. Viruses, hacking and other offences

1. You agree not to upload any files or post, distribute or publish any files on our service platforms such as the website or facebook group that contain viruses, corrupted files, or malicious code or any other similar software or programs that may damage the operation of another's computer.
2. You must not misuse our service platforms, knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access our systems or attack them via a denial-of-service attack or a distributed denial-of service attack.
3. We will not be liable for any loss or damage caused by viruses, a distributed denial-of-service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use our services or any links to third party content and services.

9. Availability

1. Although we aim to offer you the best service possible, we make no promise that our services will meet your requirements. We cannot guarantee that the service availability will be fault-free. If a fault occurs you should report it

to hello@heatherkeats.co.uk and we will attempt to correct the fault as soon as we reasonably can.

10. DISCLAIMER

1. Our total aggregate liability arising in connection with our performance of this agreement shall be limited to the price paid for the relevant product or service.
2. Heather Keats Health & Fitness for Mums is not engaged in rendering medical advice, nor does it hold itself as qualified to do so.
3. We strongly recommend that you seek professional medical advice before embarking on any nutrition or exercise program.
4. Any exercise program, even in healthy individuals, carries risk. You have a responsibility to exercise your own personal judgment, as well as any other considerations, before acting on any of the services provided by us.
5. Where we provide you with a personally tailored nutrition and exercise plan, the information contained therein should not be regarded as or relied upon as being a comprehensive health or exercise programme. Accordingly any actions that you take in relation to a personal plan should not be pursued regardless or to the exclusion of other information, opinions or judgments that are available to you.
6. Any personal programme or group programme will have been prepared on the basis of information provided by you. You are responsible for the accuracy of any information that you provide to us. You are responsible for informing us of any health issues or medical conditions when asking us to prepare a personal programme.
7. To the extent permitted by law we disclaim any and all liability pertaining to your use of any our services
8. The information set out in any Personal Programme or group programme may relate to certain contexts and may not be suitable in other contexts. It is your responsibility to ensure that you do not use the information we provide in the wrong context.

For example, where a program was tailored for a woman who was not pregnant, this would not be appropriate for her to use after becoming pregnant.

11. Other Information

Any information that we provide that does not form part of a Personal Programme or group programme, whether obtained through our website, e-newsletter, video course, social media (such as Facebook or Instagram) or otherwise, is provided for the purposes of general information only.

12. Intellectual Property

1. By providing any content for distribution by us (such as before and after photographs or testimonials) you expressly grant us a worldwide, royalty-free, perpetual, irrevocable licence to use, copy, store, perform, display and distribute such content.
2. The format and content within our services is protected by United Kingdom and international copyright and we reserve all rights in relation to our copyright whether owned or licensed to us and all rights are reserved to any of our registered and unregistered trademarks (whether owned or licensed to us).
3. The services and content provided by Heather Keats Health & Fitness for Mums may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not systematically extract and/or re-utilise parts of the contents of the Website without our express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of the Website without our express written consent.

13. International Use

1. You shall comply with all foreign and local laws and regulations which apply to your use of services in whatever country you are physically located, including without limitation, consumer law, export control laws and regulations.

14. General

1. These conditions are governed by and construed in accordance with the laws of England and Wales. You agree, as we do, to submit to the non-exclusive jurisdiction of the English courts.

2. If you breach these Terms of Use and we decide to take no action or neglect to do so, then we will still be entitled to take action and enforce our rights and remedies for any other breach.
3. We will not be responsible for any breach of these Terms of Use caused by circumstances beyond our reasonable control.
4. We may make changes to our services at any time without notice.
5. We require that our clients be over the age of 18. Please do not use or purchase our services if you are under 18.