

WEBSITE TERMS AND CONDITIONS OF USE AND TERMS AND CONDITIONS FOR THE SUPPLY OF PRODUCTS AND SERVICES – HELEN LEECE, TRADING AS BEE & BLOSSOM AYURVEDIC APOTHECARY AND AYURVEDA NORTHERN APPROACH

PLEASE READ THESE TERMS AND CONDITIONS OF USE VERY CAREFULLY BEFORE USING OUR WEBSITE AND/OR PURCHASING PRODUCTS OR SERVICES FROM OUR WEBSITE.

Summary of some of your key rights:

Digital content

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that you have a 14 day right to change your mind and get a full refund on your digital content. You do not have this right to cancel once a download or streaming has started provided you have been told this and have acknowledged this.

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.

Services (other than digital content)

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the services will start within this time, you may be charged for what you've used.

The Consumer Rights Act 2015 says:

- *you can ask us to repeat or fix the services if they are not carried out with reasonable care and skill, or get some money back if we can't fix it;*
- *if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;*
- *if a time hasn't been agreed upfront, it must be carried out within a reasonable time.*

Products

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.

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 you're entitled to the following:

- *up to 30 days: if your goods are faulty, you can get a refund;*

- *up to six months: if it can't be repaired or replaced, then you're entitled to a full refund in most cases;*
- *up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.*

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

Important information on downloading costs and 'bill shock':

Please check the file size of your digital content carefully before downloading or streaming as using too much data might mean that you exceed your data limit and you could face paying more than you were expecting, particularly if you are using your device abroad.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract, the following definitions apply:

- Products** means any products offered for sale on the Site;
- Services** means any information, audio or video content, photos, articles and services ordered and/or provided by us through or via the Site and all services offered as part of any subscription or when viewed as a visitor to the Site. Any electronic information supplied to you by us will constitute part of a Service (and not a Product) and any cancellation rights will apply and be interpreted accordingly; and
- Site** means the www.northernapproach.co.uk website and all other sites operated by Helen Leece whether through this URL or otherwise.

This Site is owned and operated by Helen Leece (trading as Bee & Blossom Ayurvedic Apothecary and/or Ayurveda Northern Approach) of Swainshead Hall Farm, Over Wyresdale, Nr. Lancaster, Lancashire LA2 9DN.

Please read this contract carefully. Your use of the Site, the Services and the Products will be subject to the terms of this contract.

This Site is not intended for those below the age of 18. Please do not use this Site if you are under the age of 18.

In this contract:

- **'We'**, **'us'** or **'our'** means Helen Leece (trading as Bee & Blossom Ayurvedic Apothecary and/or Ayurveda Northern Approach); and
- **'You'** or **'your'** means the person using the Site and/or buying Products or Services from the Site.

If you don't understand any of this contract and want to talk to us about it, please contact us by:

- Email: info@northernapproach.co.uk; or
- Telephone: 07791 254101

Who are we?

We are Helen Leece (trading as Bee & Blossom Ayurvedic Apothecary and/or Ayurveda Northern Approach), address: Swainshead Hall Farm, Over Wyresdale, Nr. Lancaster, Lancashire LA2 9DN.

1 Introduction

- 1.1 If you use our Site or buy Products or Services on our Site you agree to be legally bound by this contract.
- 1.2 You may only buy Products or Services from our Site for non-business reasons.
- 1.3 This contract is only available in English. No other languages will apply to this contract.

2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:
 - 2.1.1 see the information in the box titled 'Summary of some of your key rights' above; or
 - 2.1.2 contact us using the contact details at the top of this page.
- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

- 3.1 Our **Privacy Policy** is available at <https://www.northernapproach.co.uk/downloads/privacy-policy.pdf>.

3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4 **Ordering Products or Services from us**

4.1 Below, we set out how a legally binding contract between you and us is made.

4.2 You place an order on the Site by adding the items you wish to purchase to your basket. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us. In any event, before you place your order you must check that the hardware and software requirements of your computer or device mean that you can download any digital content that you order.

4.3 When you place your order at the end of the online checkout process (eg when you click on the 'pay now' button), we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.

4.4 We may contact you to say that we do not accept your order. This is typically for the following reasons:

4.4.1 we cannot carry out the Services or provide the Products (this may be because, for example, we have a shortage of staff or the Products are unavailable);

4.4.2 we cannot authorise your payment;

4.4.3 you are not allowed to buy the Services or Products from us;

4.4.4 we are not allowed to sell the Services or Products to you; or

4.4.5 there has been a mistake on the pricing or description of the Services or Products.

4.5 We will only accept your order when we email you to confirm this (**Confirmation Email**). At this point:

4.5.1 a legally binding contract will be in place between you and us; and

4.5.2 we will provide the Services or Products as agreed during the online checkout process.

4.6 If you are under the age of 18 you may not buy any Services or Products from the Site.

5 **Right to cancel**

5.1 You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the Services during the cancellation period and the Services are fully performed (ie the provision of the

Services is completed) during this period. This is further explained in clauses 5.7 and 5.8 below.

- 5.2 (i) In relation to Services, the cancellation period will expire after 14 days from the day of the conclusion of the contract or as otherwise specified under clause 5.7 below. (ii) In relation to Products, the cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the Product(s).
- 5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement to: info@northernapproach.co.uk
- 5.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 5.5 We will not start providing online Services during the 14 day cancellation period unless you ask us to. When you place an order for online Services, you will be given the option to tick a box to request for us to start providing the online Services during the cancellation period. By ticking the box, you acknowledge that you will lose your right to cancel this contract once the online Services are fully performed (ie the digital content is downloaded or streamed). If you do not tick the box, we will not be able to start providing the online Services to you until the cancellation period has expired. We are not obliged to accept your request.
- 5.6 This means that if you requested for us to start providing the online Services during the cancellation period and the online Services are fully performed during this period, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.
- 5.7 This does not affect the rights you have if your Services or Products are faulty. A summary of these rights is provided at the top of this contract.

6 Effects of cancellation

- 6.1 If you cancel this contract in accordance with the provisions of clause 5 above, we will reimburse to you all payments received from you, excluding the costs of delivery, unless you requested for us to start providing online Services during the cancellation period, in which case you must pay us:
- 6.1.1 for the online Services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the online Services performed up to that point in comparison with the full price under this contract; or
- 6.1.2 the full price under this contract, if you lost your right to cancel this contract because the online Services were fully performed during the cancellation period.
- 6.2 In the case of online Services, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 6.3 In the case of Products, we will make the reimbursement without undue delay, and not later than:

- 6.3.1 14 days after the day we received back from you any Products supplied; or
 - 6.3.2 (if earlier) 14 days after the day you provide evidence that you have returned the Products; or
 - 6.3.3 if there were no Products supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 6.4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 6.5 We may make a deduction from the reimbursement for loss in value of any Products supplied, if the loss is the result of unnecessary handling by you.
- 6.6 We may withhold reimbursement until we have received the Products back or you have supplied evidence of having sent back the Products, whichever is the earliest.
- 6.7 If you have received Products:
- 6.7.1 you will send back the Products, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of this contract to us. The deadline is met if you send back the Products before the period of 14 days has expired;
 - 6.7.2 you will have to bear the direct cost of returning the Products; and
 - 6.7.3 you are only liable for any diminished value of the Products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

7 Delivery

- 7.1 If something happens which:
- 7.1.1 is outside of our control; and
 - 7.1.2 affects the estimated date of delivery;
- we will let you have a revised estimated date for delivery of the Products.
- 7.2 Delivery of the Products will take place when we deliver them to the address that you gave to us.
- 7.3 Unless you and we agree otherwise, if we cannot deliver your Products within 30 days, we will:
- 7.3.1 let you know;
 - 7.3.2 cancel your order; and

7.3.3 give you a refund.

7.4 You are responsible for the Products when delivery has taken place. In other words, the risk in the Products passes to you when you take possession of the Products.

8 Important liability statement (Disclaimer)

8.1 This disclaimer governs our Products and Services.

8.2 You acknowledge that all exercise involves a risk of personal injury, including a small risk of serious injury or death, and agree to take responsibility for your health and well-being in relation to our Products and Services.

8.3 The use of the Products and Services requires a high level of responsibility and self-awareness in order to avoid injury. Before using any of the Products or Services, it is your responsibility to determine, through obtaining appropriate medical advice, that you are fit and well and that the Products and Services are suitable for you. A very important part of your own journey is to assume responsibility for your own wellness, your own body and your health. Please listen to your body and when in doubt, hold back on any exercise regime.

8.4 You acknowledge and represent that:

8.4.1 to the best of your knowledge, you suffer from no medical or physical condition or disability that will or might increase the normal risks associated with exercise; and

8.4.2 your doctor has approved your participation in/or use of our Services and Products.

8.5 We may in our sole discretion prohibit you from participating in a Service or using a Product and you must comply with all of our instructions in relation to our Services or Products.

8.6 No content or other information contained on or provided through the Site or provided by us by email or in any manner whatsoever should be construed as medical and/or health advice. Always seek the advice of your doctor or other qualified healthcare provider for answers to any questions you may have regarding a medical or health related condition. Neither the content, other information contained on the Site, nor any other Product or Service offered by or through us is intended to be relied upon for medical diagnosis or treatment. Never disregard medical advice or delay in seeking it because of something you have read on the Site.

8.7 There is absolutely no guarantee, representation, warranty or undertaking that you will not suffer injury arising out of participation in any physical activity as shown on the Site or that your fitness, health or wellbeing will improve as a result of participation in/use of the Services or Products.

8.8 Limitations and exclusions of liability

8.8.1 You expressly waive and release any claim that you may have at any time for injury of any kind against us, or any person or entity involved with us including without limitation instructors, independent contractors, employees, agents, contractors, affiliates and representatives. You assume all risk of injury by using the Products and

Services. Please do not use the Products or Services if you are not willing to accept this responsibility.

- 8.8.2 The limitations and exclusions of liability set out in this Disclaimer are subject to clause 8.9 below and govern all liabilities relating to this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 8.8.3 We will not be liable to you in respect of any personal injury (including without limitation serious injury or death) that you may suffer or sustain directly or indirectly as a result of the use of our Services or Products. Nor will we be liable to you in respect of any other losses arising as a result of any such personal injury.
- 8.8.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 8.8.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 8.8.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

8.9 Exceptions

Nothing in this disclaimer shall: limit or exclude our liability for death or personal injury resulting from negligence; limit or exclude our liability for fraud or fraudulent misrepresentation; limit any of our liabilities in any way that is not permitted under applicable law; or exclude any of our liabilities that may not be excluded under applicable law.

9 Use of this Site generally and permission to use digital content

- 9.1 You may use the Site for personal and lawful use and in accordance with this contract and you are not allowed to copy or use any material from the Site for any purpose including any commercial purpose including for selling any goods or services.
- 9.2 When you buy digital content and it is downloaded or streamed, you will not own it. Instead we give you permission to use it (also known as a 'licence') for the purpose of you using and enjoying it according to this contract.
- 9.3 If something happens which:
 - 9.3.1 is outside of our control; and
 - 9.3.2 affects you being able to download or stream the digital content,we will let you have a revised time for when you can expect to be able to download or stream the digital content.
- 9.4 If your computer or device blocks the automatic download or streaming of the digital content or the automatic download does not start, you may still have the right to cancel the contract. If this happens, please contact us using the contact details at the top of this page.

- 9.5 The digital content:
- 9.5.1 is personal to you. You can use it wherever you want in the world but only if you comply with local laws;
 - 9.5.2 is non-exclusive to you. We may supply the same or similar digital content to other users;
 - 9.5.3 may be used only on up to three computers or devices;
 - 9.5.4 may not be:
 - (a) copied by you except for a reasonable number of necessary back-ups;
 - (b) changed by you (which means, in particular, that you are not allowed to adapt, reverse-engineer or decompile it, or try to extract the source code from it, except where any of this is allowed by law);
 - (c) combined or merged with, or used in, any other computer program;
 - (d) distributed or sold by you to any third party;
 - 9.5.5 contains information which is owned by us or third parties or both. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.
- 9.6 Except where you have permission to use the digital content under this clause 9, you will not obtain any rights of ownership or other rights (of whatever nature) in the digital content or in any copies of it.
- 9.7 The intellectual property rights in all contents of the Site and supplied as part of the Products or Services, and in our brands, trademarks and logos (**Materials**) are owned by us or our third party licensors. You acknowledge and agree that all Materials on the Site are made available for limited, non-commercial, personal use only. Except as specifically provided herein or elsewhere on this Site, no Material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without our prior express written permission. You may not add, delete, distort, or otherwise modify the Material. Any unauthorised attempt to modify any Material, to defeat or circumvent any security features, or to utilise the Site or any part of the Material for any purpose other than its intended purposes is strictly prohibited.
- 9.8 You must not use the Site to post, upload or otherwise transmit material which is obscene or pornographic, threatening, menacing, racist, offensive, defamatory, infringing of any intellectual property or otherwise unlawful, to harass, stalk, threaten or otherwise violate the rights of others, to misrepresent your identity or status, to hack into this Site or any other related computer system, to make excessive traffic demands, deliver viruses or forward chain letters or similar materials that may reasonably be expected to inhibit other users from using and enjoying the Site or any other website or damage or destroy the reputation of us or any third party.
- 9.9 We accept no obligation to monitor the use of the Site. However, we reserve the right to do so and to disclose any information as required by law and/or to remove, refuse to post or to edit any information or materials, to block your access and to take such other action as may be

reasonably necessary to prevent any breach of this contract or any breach of applicable law or regulation. We will also, in our absolute discretion, fully co-operate with law enforcement and other relevant authorities with respect to any investigation of suspected unlawful activity or violation of network security.

9.10 The Site includes links to external sites, e-mails and co-branded pages. We have included links to these sites and co-branded pages to provide you with access to information and services that you may find useful or interesting. We are not responsible for the content of these sites and pages or for anything provided by them.

9.11 We may suspend the operation of the Site for repair or maintenance work or in order to update or upgrade the contents or functionality of the Site from time to time. Access to or use of the Site or any Sites or pages linked to it will be not necessarily be uninterrupted or error free.

10 Nature of the digital content

10.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, that the digital content:

10.1.1 is of satisfactory quality;

10.1.2 is fit for purpose; and

10.1.3 matches its description.

10.2 We must provide you with digital content that complies with your legal rights.

10.3 When we supply the digital content:

10.3.1 we will use all reasonable efforts to ensure that it is free from defects, viruses and other malicious content;

10.3.2 we do not promise that it is compatible with any third party software or equipment; and

10.3.3 you acknowledge that there may be minor errors or bugs in it.

11 Nature of the Services (other than digital content)

11.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example:

11.1.1 the Services must be carried out with reasonable care and skill;

11.1.2 you must pay a reasonable price for the Services, and no more, if you and we haven't fixed a price for the Services; and

11.1.3 we must carry out the Services within a reasonable time, if you and we haven't fixed a time for the Services to be carried out.

12 Nature of the Products

- 12.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the Products:
 - 12.1.1 are of satisfactory quality;
 - 12.1.2 are fit for purpose; and
 - 12.1.3 match the description, sample or model.
- 12.2 The packaging of the Products may be different from that shown on the Site.
- 12.3 While we try to make sure that:
 - 12.3.1 all weights, sizes and measurements set out on the site are as accurate as possible although there may be a small tolerance in some cases; and
 - 12.3.2 the colours of our Products are displayed accurately on the site, the actual colours that you see on your computer may vary depending on the monitor that you use.
- 12.4 Any Products sold:
 - 12.4.1 at discount prices;
 - 12.4.2 as remnants; or
 - 12.4.3 as substandard;

will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.
- 12.5 If we can't supply certain Products we may need to substitute them with alternative Products of equal or better standard and value. In this case:
 - 12.5.1 we will let you know if we intend to do this but this may not always be possible; and
 - 12.5.2 you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

13 **Payment**

- 13.1 Payment can be made by any of the options advertised on our Site. Your credit card or debit card will be charged when you place your order.
- 13.2 If payment fails, your order will be cancelled. There will be no delivery until clear funds have been received.
- 13.3 All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 13.4 We will do all that we reasonably can to ensure that all of the information you give us when paying for the services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this

contract or our Privacy Policy or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

13.5 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 5 and 6.

13.6 The price of the services:

13.6.1 is in pounds sterling (£) (GBP); and

13.6.2 includes VAT at the applicable rate.

14 **Faulty Products or Services**

14.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

14.1.1 contact us using the contact details at the top of this page; or

14.1.2 visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.

14.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

14.3 Please contact us using the contact details at the top of this contract if you want:

14.3.1 us to repeat the Services;

14.3.2 us to fix the Services or Products;

14.3.3 us to replace the Services or Products;

14.3.4 a price reduction; or

14.3.5 to reject the Services or Products and get a refund.

15 **End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

16 **Limit on our responsibility to you**

16.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

16.1.1 losses that:

- (a) were not foreseeable to you and us when the contract was formed;
- (b) were not caused by any breach on our part;

16.1.2 business losses; and

16.1.3 losses to non-consumers.

17 Severability

17.1 If any provision of this contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this contract will continue in effect.

17.2 If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the contract or part of the contract will continue in effect.

18 Disputes

18.1 We will try to resolve any disputes with you quickly and efficiently.

18.2 If you are unhappy with:

18.2.1 the services;

18.2.2 our service to you generally; or

18.2.3 any other matter,

please contact us as soon as possible.

18.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

18.3.1 let you know that we cannot settle the dispute with you; and

18.3.2 give you certain information required by law about our alternative dispute resolution provider. You may also use the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit the website on the 'Your Europe' portal: <https://webgate.ec.europa.eu/odr>.

18.4 If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.

18.5 The laws of England and Wales will apply to this contract.

19 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.