

Terms & Conditions

Welcome to our website. This legal notice applies to the entire contents of the Website under the domain name jacquelineharvey.co.uk and to any correspondence by e-mail between us and you. Please read these terms carefully before using the Website. Using the Website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use the Website.

The term 'you' refers to the user or viewer of our website. The use of this website is subject to the following terms of use: The content of the pages of this website is for your general information and use only. It is subject to change without notice.

Disclaimer & our liability to you

The information provided about conditions is general in nature. This information does not cover all possible uses, actions, precautions, side-effects, or interactions of medicines, or medical procedures. The information given here should not be considered as complete and does not cover all diseases, ailments, physical conditions, or their treatment.

You should consult with your physician before beginning any exercise, weight loss, or health care program. This site should not be used in place of a call or visit to a competent health-care professional. You should consult a health care professional before adopting any of the suggestions in this site or before drawing inferences from it.

Any decision regarding treatment and medication for your condition should be made with the advice and consultation of a qualified health care professional. If you have, or suspect you have, a health-care problem, then you should immediately contact a qualified health care professional for treatment.

You should not use the Goods and/or Services provided if you are underweight, pregnant, breastfeeding, under 18 or have any medical condition which affects your dietary needs. We provide general information and guidance on weight loss and weight loss management. Although We aim to support users in their efforts to lose weight, We in no way warrant that information on the Website and/or provided by the Product or as part of the Service will guarantee the desired results.

Although We will use reasonable skill and care in providing the Services, We give no other warranties or guarantees in relation to Services. We will not be responsible for any errors or omissions or for the results obtained from the use of the Goods and/or Services or for any healthcare problems you may experience whilst utilising a Product and/or Services.

If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.

We only supply the Goods and/or Services for domestic and private use. You agree not to use the Goods and/or Services for any commercial, business or re-sale purpose. We will not be liable to you for any loss of profit, loss of business, business interruption, or loss of business opportunity caused as a result of providing the Services and/or Goods.

We do not warrant that (i) the Goods and/or Services supplied will meet your requirements, (ii) the Services or Website will be uninterrupted, secure or error-free, (iii) the results that may be obtained from utilising the Goods and/or Services, or the Website, that We supply will be as desired, or (iv) any errors in the Website will be corrected. We shall not be liable to you for: (a) any acts or omissions of a product provider;

(b) any service which is outside the scope of these Terms;

(c) any failure caused by Events Outside Our Control;

(d) any failure by Us which results from any material breach by you of the Terms or from your failure to implement my reasonable recommendations or instructions communicated to you;

(e) any loss which is not reasonably foreseeable to both parties at the time of entry into these Terms;

(f) any loss of profits, income or revenue;

(g) loss of business or goodwill

(h) wasted time or loss of anticipated savings;

(i) damage to hardware or other equipment (so far as permitted by law); or

(j) any loss, destruction or corruption of data.

8.6 Our aggregate liability to you and any other person (whether in contract, tort, for breach of statutory duty or otherwise) shall not exceed an amount equal to the fees paid by you for the relevant Service and/or Product as stated in the Order.

8.7 We do not exclude or limit in any way Our liability for:

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

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

(e) defective Goods under the Consumer Protection Act 1987.

Information about us and how to contact us

If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team by e-mailing info@jacquelineharvey.co.uk We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

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- a. you do not remove, distort or otherwise alter the size or appearance of the Jacqueline Harvey logo;
- b. you do not create a frame or any other browser or border environment around the Website;
- c. you do not in any way imply that the Company is endorsing any products or services other than its own;
- d. you do not misrepresent your relationship with the Company nor present any other false information about the Company;
- e. you do not otherwise use any JH trademarks displayed on the Website without express written permission from the Company;
- f. you do not link from a website that is not owned by you;
- g. and your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations

Nothing in this legal notice shall exclude or limit the Company's liability for: death or personal injury caused by negligence; or fraud; or misrepresentation as to a fundamental matter; or any liability which cannot be excluded or limited under applicable law. If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

Privacy Policy

JH is committed to protecting the privacy and confidentiality of its website users and customers. We do not use cookies on our websites and you can access and browse them without disclosing your personal data. For the purposes of the Data Protection Act 1998, All sensitive information, such as credit card details, is encrypted and protected from interception or disclosure.

Our site employs cookies. Cookies are files that many websites transfer to your computer and are designed to provide you with a more personalised experience. The files may remain on your computer after the internet session is concluded or you leave our website. However, you can delete these cookies via your browser options or system utilities. If you prefer not to receive cookies then you can adjust your browser settings to refuse cookies or alert you to their presence.

JH will only collect email addresses from those who voluntarily sign up for any one of our free email newsletters. We do not sell or pass on these addresses to any other organisation, or use them for any other purpose ourselves. The personal information held about our customers is the minimum necessary to facilitate the running of our Business such as contact details and order history. We do not sell or pass on this information for any purpose.

This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.

Providing services

We will supply the Services to you from the date agreed between Us in writing for an approximate period of 8, 12, 16 or 20 weeks (as detailed in your Order).

5.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 9 for Our responsibilities when an Event Outside Our Control happens.

5.3 We will need certain information from you that is necessary for Us to provide the Services, for example, date of birth, body measurements, weight, height, lifestyle situation, occupation etc. We will contact you in writing about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Services under this clause 5.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any part of the Services We have already provided to you.

5.4 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 5.4 but this does not affect your obligation to pay for any part of the Services We have already provided to you.

5.5 If you do not pay Us for the Services when you are supposed to, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts. We will contact you to tell you this. This does not affect Our right to charge you interest under clause 7.6.

5.6 We will own the copyright, design right and all other intellectual property rights in the Plan and any drafts, drawings or illustrations We make in connection with the Plan for you.

Price and payment

1 The price of the Goods and/or the Services will be set out in Our [price list](#) in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.

2 The prices for the Goods exclude delivery costs, which will be added to the total amount due.

3 It is always possible that, despite Our best efforts, some of the Goods or Services We sell may be incorrectly priced. We will normally check prices as part of Our dispatch procedures so that, where the Goods' correct price is less than Our stated price, We will

charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on Our Website, We will contact you to tell you and for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, We do not have to provide the Goods or Services to you at the incorrect (lower) price.

4 Where We are providing Goods or Services to you, you must make payment for Goods and/or Services in advance by BACs/bank transfer or by credit or debit card. We accept payment with Mastercard / Eurocard, Visa/Delta/Electron, Discover& Maestro.

5 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the 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 Us interest together with any overdue amount.

6 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 6 will not apply for the period of the dispute.

Complaints

The Company have implemented a Complaints Procedure endorsed by Trading Standards. Please address any complaints to: The Director
info@jacquelineharveyco.uk detailing the nature of the complaint along with any supporting information.

We will endeavor to deal with any complaint in a prompt, effective and courteous manner. We will look to answer your initial written complaint within five working days. All complaints will be recorded and we will attempt to resolve the issue within one month of receipt. If this is not possible we will endeavour to provide a written explanation for why the complaint has not been resolved and detail what steps had been taken. If a satisfactory conclusion cannot be reached then it may be possible in exceptional circumstances to refer the matter to Trading Standards for advice, seek a resolution through the Court Services or introduce a mutually agreed independent Arbitrator.

Cancellation and Returns

Your rights to cancel and applicable refund

1 Cancellation of an Order for Goods:(a) By agreeing to an Order for Goods you agree that the Goods will be provided to you immediately in electronic format. As a result you agree that you will not be entitled to cancel your Order pursuant to the Consumer Protection (Distance Selling) Regulations 2000. Consequently, subject to section 1(b), you may not cancel an Order for Goods once the Goods have been made available to you for download. Each purchase of a permanent download shall be deemed a final, non-exchangeable, non-refundable sale.

(c) You may cancel a pre-order for Goods up to and including the day before the release date of the relevant Goods to you by emailing info@jacquelineharveyco.uk, clearly stating your order number and item(s) to be cancelled.

(d) Once you have notified us that you are cancelling your order, any sum debited to us from your credit or debit card will be re-credited to your account as soon as possible and in any event within 30 days of your cancellation.

2. We take great care in providing our Goods to you. In the unlikely event of faults with, or damage to, the Goods or if you have received an incorrect or incomplete please

contact us at info@jacquelineharvey.co.uk. We will replace any such faulty or damaged Goods if possible or if there are continuing issues with the Goods we may issue a refund. You must notify us within a reasonable period of time of download of the Goods. If you fail to notify us within a reasonable time, we will have no liability to you.

3 Cancellation of an Order for Services:

(a) By agreeing to an Order for Services you agree that the Services specified in your Order will be commenced immediately following payment and provision of your information and details as set out above. You acknowledge that the Services involve the formation of a personalised plan, tailored specifically for you and as such you agree that you will not be entitled to cancel your Order pursuant to the Consumer Protection (Distance Selling) Regulations 2000. Consequently you may not cancel an Order for Services once you have provided the information stipulated at above as commencement of the Services will begin immediately. If you need to cancel your Order for Services please contact Us immediately.

4 Before We begin to provide the Services and/or the Goods are delivered, you have the following rights to cancel an Order: (a) You may cancel any Order for Services at any time before the start date by contacting Us. We will confirm your cancellation in writing to you.

(b) If you cancel an Order under clause (4) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

(c) However, if you cancel an Order for Services under clause 4(a) and We have already started work on your Order, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.

5. Our rights to cancel and applicable refund

If We have to cancel an Order for Goods and/or Services before the Services start or the Goods are delivered: (a) We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or (in the case of Services) key personnel or key materials are unavailable, without which We cannot provide the Services. We will promptly contact you if this happens.

(b) If We have to cancel an Order under clause (a) and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you.

2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 5 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you. We may cancel the contract for Services at any time with immediate effect by giving you written notice if: (a) you do not pay Us when you are supposed to. This does not affect Our right to charge you interest; or (b) you break the contract in any other material way and you do not correct or fix the situation within 7 days of Us asking you to in writing.

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.