

Terms and Conditions

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, please call us on 07973 263409.

Application

These Terms and Conditions will apply to the purchase of the Services by you (the **Customer** or **you**). We are Nikki Patience of Rolias, Coldharbour Road, West Byfleet, KT14 6JL with email address nikki@nikkipatience.co.uk; telephone number 07973 263409; (the **Supplier** or **us** or **we**). These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Services from the Website if you are eligible to enter into a contract and are at least 18 years old.

Interpretation

1. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
2. **Contract** means the legally-binding agreement between you and us for the supply of the Services;
3. **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
4. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
5. **Order** means the Customer's order for the Services from the Supplier;
6. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;
7. **Services** means the services advertised on the Website of the number and description set out in the Order;
8. **Website** means our website www.nikkipatience.co.uk on which the Services are advertised.

Services

9. The description of the Services is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes.
10. In the case of Services made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
11. All Services which appear on the Website are subject to availability.
12. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer responsibilities

13. You must co-operate with us in all matters relating to the Services, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).
14. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

Personal information

15. We retain and use all information strictly under the Privacy Policy which can be found www.nikkipatience.co.uk
16. We may contact you by using e-mail or other electronic communication methods and you expressly agree to this.

Basis of Sale

17. The description of the Services in our website does not constitute a contractual offer to sell the Services. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
18. A Contract will be formed for the Services ordered only when you receive an email receipt of payment from an authorised payment company (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation).
19. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 15 days from its date, unless we expressly withdraw it at an earlier time.
20. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
21. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, eg by giving you rights as a business.

Fees and Payment

22. The fees (**Fees**) for the Services, and any additional delivery or other charges is that set out on the Website at the date we accept the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed price or on a standard daily rate basis.
23. Fees and charges include VAT at the rate applicable at the time of the Order.
24. You must pay by submitting your credit or debit card details with your Order.
25. Payment must be received before the Services commence, for Programmes this is 3 working days before the Services, Individual one-off sessions 24 hours before the Services. Group Programmes will be advised at the time of enquiry.

Delivery

26. We will deliver the Services, by the time or within the agreed period or, failing any agreement:
 - a. in the case of Services, within a reasonable time
27. In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can require us to reduce the Fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or charges.

Withdrawal and cancellation

28. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.
29. This is a **distance contract** (as defined below) and in person contract which has the cancellation rights (**Cancellation Rights**) set out below.

Right to cancel

30. Subject as stated in these Terms and Conditions:

All new client appointments must be cancelled 5 days prior to your scheduled appointment.

Appointments not cancelled within 5 days of the scheduled appointment will be charged at 50% of the standard initial consultation Fee

Follow up cancellation appointments

All follow up appointments require 48 hours notice for cancellations. Appointments not cancelled within 48 hours of the scheduled appointment will be billed at 50% of the standard fee.

31. If you cannot reach us in person by phone, you can leave a detailed voicemail message with your name, date and time of your scheduled appointment or e-mail nikki@nikkpatience.co.uk

Effects of cancellation in the cancellation period

32. Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

33. For the purposes of these Cancellation Rights, these words have the following meanings:

- a. **distance contract** means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;
- b. **sales contract** means a contract under which a trader transfers or agrees to transfer the ownership of goods to a consumer and the consumer pays or agrees to pay the price, including any contract that has both goods and services as its object.

Conformity

34. We will supply the Services with reasonable skill and care.
35. It is the Customers responsibility if they decide to place an Order with the Supplier and the Customer is responsible for any outcome from the Services supplied. The Supplier is not liable for any after-effects of the Service, either immediately after the Service or sometime following. The Customer is to take full responsibility for the Services such as health condition however the Supplier can provide guidance to help the Customer for a short period if need be.
36. The Supplier does not provide any guarantee of the outcome of the Services and is free from any damages.

Duration, termination and suspension

37. The Contract continues as long as it takes us to perform the Services.
38. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension.
39. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Circumstances beyond the control of either party

40. In the event of any failure by a party because of something beyond its reasonable control:
- a. the party will advise the other party as soon as reasonably practicable; and
- b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery (and the right to cancel below).

Excluding liability

41. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

Governing law, jurisdiction and complaints

42. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
43. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
44. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.
45. We aim to follow these codes of conduct, copies of which you can obtain as follows:
British Association for Nutrition and Lifestyle Medicine available from www.BANT.org.uk