

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of thebalancementor.com (the "Site"). This Site is owned and operated by Dawn Roe and the Site's creators. This Site is an e-commerce website.

Before using any content on this Site, it is required to read and complete a Physical Activity Readiness Questionnaire ("PAR-Q") and check with your medical practitioner the suitability for you to use any of the content included.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of Dawn Roe and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent;
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

Service Access

While we endeavour to ensure that the Site is available 24 hours a day, it shall not be liable if, for any reason, the Site is unavailable at any time or for any period. Access to the Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

Sale of Goods

These Terms and Conditions govern the sale of goods available on our Site: Exercise videos, courses and subscriptions.

We are under a legal duty to supply goods that match the description of the good(s) you order on our Site.

The Terms and Conditions apply to all the content displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Subscriptions

Your subscription renews automatically. You will be automatically billed until we receive notification that you want to cancel the subscription.

You may cancel your subscription by using the “unsubscribe” link on each email. Information on the website that you have subscribed to will be available until your subscription period ends.

Payments

We accept the following payment methods on our Site:

Credit Card

PayPal.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Right to Cancel and Receive Reimbursement

If you are a customer living in the United Kingdom or the European Union you have the right to cancel your contract to purchase goods from us within 14 days without giving notice. The cancellation period will end 14 days from the date of purchase.

To exercise your right to cancel you must inform us of your decision to cancel within the cancellation period. To cancel, contact us by email at info@thebalancementor.com.

The right to cancel does not apply to goods or services where the price depends upon fluctuations in the financial market that we cannot control and that may occur during the cancellation period;

Effects of Cancellation

If you provide express consent to the supply of digital content during the cancellation period and acknowledge that your right to cancel the contract is lost by the supply of digital content during the cancellation period, you will no longer have a right to cancel the contract.

We will make the reimbursement using the same form of payment as you used for the initial purchase unless you have expressly agreed otherwise. You will not incur any fees because of the reimbursement.

This right to cancel and to reimbursement is not affected by any return or refund policy we may have.

Consumer Protection Law

Where the *Sale of Goods Act 1979*, the *Consumer Rights Act 2015*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory

provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service links on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

Limitation of Liability

Dawn Roe and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Dawn Roe and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Country of England.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect

users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns at:
info@thebalancementor.com

You can also contact us through the feedback form available on our Site.

Cancellation Form

If you want to cancel your contract of sale with us you may use this form and email or post it back to us at the address below.

To: _____

Address: _____

Email: _____

I hereby give notice that I cancel my contract of sale of the following goods or services:

Ordered on: _____

Received on: _____

Customer name: _____

Customer address: _____

Date: _____