

Energise For Life (www.energiseforlife.com) Terms and Conditions

This page (together with the documents referred to on it and any product specific warranties and returns policies as featured on our website) tell you the terms and conditions on which we supply any of the goods and services (**Products**) listed on our website www.energiseforlife.com (**our site**) to you. Please read these terms and conditions and any documents referred to on our site carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions and the relevant documents as noted on our site and referred to in these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please tick the box marked "I Agree" in the checkout if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

1 INFORMATION ABOUT US

1.1 www.energiseforlife.com is a site operated by Energise UK Limited (**we**). We are registered in England and Wales under company number 5487721 and with our registered office at 20 Moulton Park Office Village, Scirocco Close, Northampton, NN3 6AP. Our main trading address is 24 Babbage House, Northampton Science Park, Northampton, NN3 6LG. Our VAT number is 880810422.

2 SERVICE AVAILABILITY

2.1 Our site is only intended for use by people resident in the Serviced Countries (EU, Norway, Switzerland, Australia and USA). We do not accept orders from individuals outside those countries. Some restrictions are placed on the extent to which we accept orders from specific countries.

3 YOUR STATUS

3.1 By placing an order through our site, you warrant that:

3.1.1 You are legally capable of entering into binding contracts;

3.1.2 You are at least 18 years old;

3.1.3 You are resident in one of the Serviced Countries; and

3.1.4 You are accessing our site from that country.

3.2 Before starting any weight loss or reduction programme you should make sure that you are not underweight and in any event we advise you to seek medical advice before beginning any weight loss or dietary programme or using any products featured on our site.

3.3 Our site provides advice on diet and is intended to assist users in relation to weight loss and to achieve a healthy diet. We are not a medical organisation and we cannot give medical advice or make any diagnosis. The Purchase of products from our site is subject to the product disclaimer as featured from time to time. [The product disclaimer can be seen by clicking on this link.](#)

3.4 The material on our site or made available via our site is intended to be used as a general guide in relation to diet and weight loss. We do not provide medical advice or emotional support or assistance on an individual basis or feedback on any information submitted or posted on our site by you.

3.5 Products on our site often contain instructions or directions for use and other safety precautions. Where these are provided you undertake to adhere to all such directions and safety precautions when using the products.

4 **HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (the **Dispatch Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Dispatch Confirmation.

4.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

5 **CONSUMER RIGHTS**

5.1 If you are contracting as a consumer, you may cancel a Contract at any time within 7 working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 10 below).

5.2 To cancel a Contract, you must inform us in writing. You must also return the Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

5.3 You will not have any right to cancel a Contract for the supply of any of the following Products:

- Goods made to your specification;
- Perishable goods e.g. fresh produce;
- CDs, DVDs, and tapes with software, audio or video which are bespoke to you;
- Event tickets

5.4 Details of this statutory right, and an explanation of how to exercise it, are provided in the Dispatch Confirmation. This provision does not affect your statutory rights.

6 **AVAILABILITY AND DELIVERY**

6.1 Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

6.2 If you do not receive your order by the due date for delivery then you must let us know within 10 days of that date so that we can send a replacement.

7 **RISK AND TITLE**

7.1 The Products will be at your risk from the time of delivery.

7.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

8 **PRICE AND PAYMENT**

8.1 The price of any Products will be as quoted on our site from time to time, except in cases of obvious error.

8.2 These prices include VAT but exclude delivery costs, which will be added to the total amount due as set out in our [Delivery Guide](#).

8.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

8.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

8.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

8.6 Payment for all Products must be by credit or debit card or through PayPal. We accept card payment with Visa, MasterCard, Solo and Maestro.

9 **EVENTS**

9.1 Once purchased tickets for any event cannot be transferred, exchanged, refunded or returned unless the event is cancelled, moved to another date or if details of the event are significantly changed after an order is placed (significant changes being a changed main speaker, venue or date or time).

- 9.2 If any event is cancelled by the organiser/promoter (i.e. cancellation is because of circumstances beyond our control) we will only refund the face value of the ticket. We will use our best endeavours to contact you either by telephone email or in writing using the details you gave us at the time of ordering and to advise you to return the tickets. Please note, however, that it is your responsibility to check whether the event is going ahead at the scheduled date, time and venue. We cannot guarantee that we will inform you of any changes to these details. We advise you to use special delivery post when returning tickets. On receipt we will refund you with the face value of the tickets using the same method of payment as used by you when you purchased the tickets.
- 9.3 When an event is cancelled in accordance with 9.2 above, you may choose to ask us to credit the value of the ticket towards the cost of purchase of tickets for an alternative event. We will not do this unless you specifically ask us to do so.
- 9.4 If we are unable to fulfil your order because:
- 9.4.1 we do not receive tickets for your order from the event organiser and cannot arrange for tickets to be collected; or
 - 9.4.2 we despatch your order to the wrong address and cannot provide replacement tickets; or
 - 9.4.3 we despatch the wrong order to you; or
 - 9.4.4 we otherwise fail to provide the tickets that you have ordered
- then we will refund the face value of the tickets including any booking fee charged.
- 9.5 No duplicate tickets will be issued to replace tickets that you have lost or which are stolen from you.
- 9.6 The right to admission to any event is reserved by the promoter and the event venue. We will not offer a refund of the cost of any ticket to you if you or any member of your party are refused entry or removed from any venue as a result of late arrival, making unauthorised audio, video or photographic recordings or any other conduct which the promoter or the event venue deems, in its absolute discretion, to justify the refusal to admit or removal.

10 **OUR REFUNDS POLICY**

- 10.1 When you return a Product to us:
- 10.1.1 because you have cancelled the Contract between us within the 7-day cooling-off period (see clause 5.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us. You must also return the Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.
 - 10.1.2 for any other reason (for instance, because you have notified us in accordance with paragraph 21 that you do not agree to any change in these terms and conditions or in

any of our policies, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us. You must however return the Products to us in their original undamaged packaging.

- 10.1.3 If you return a Product to us after the 7-day cooling off period and the Product is not defective then we may issue a refund to you of the price of the Product including the cost of sending the item to you less a 6% re-stocking fee. You will also be responsible for the cost of returning the item to us.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

- 10.2 In addition to your rights under clause 10.1, where you are a consumer you may benefit from certain product specific returns policies as included on our site from time to time. If there is any conflict between the provisions of clause 10.1 and the product specific returns policies then the product specific policies shall prevail.

- 10.3 If you are a business and not purchasing goods as a consumer then:

10.3.1 if you cancel an order before we dispatch the Products to you we will issue a full refund to you less a re-stocking fee of 6% of the order value; and

10.3.2 we will exchange Products which are faulty on receipt by you provided that we are notified within 10 days of receipt of the Products by you and the Products are returned to us in their original undamaged packaging.

11 **OUR LIABILITY**

- 11.1 Where you are purchasing products as a consumer, we warrant to you that any Product purchased from us through our site, in the case of goods, is of satisfactory quality and reasonably fit for all the purposes for which goods of that kind are commonly supplied and, in the case of services, will be performed with reasonable skill and care.

- 11.2 Subject to clause 11.1, the warranty applicable to third party Products supplied by us shall be limited to the warranty offered by the manufacturer of such Product. In addition, there may be certain product specific warranties that are applicable from time to time. Where this is the case these warranties will be featured on our site. If there is any conflict between the product specific warranties and clause 11.1, clause 11.1 shall prevail.

- 11.3 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

- 11.4 This does not include or limit in any way our liability:

- 11.4.1 For death or personal injury caused by our negligence;
 - 11.4.2 Under section 2(3) of the Consumer Protection Act 1987;
 - 11.4.3 For fraud or fraudulent misrepresentation; or
 - 11.4.4 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 11.5 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:
- 11.5.1 loss of income or revenue;
 - 11.5.2 loss of business;
 - 11.5.3 loss of profits or contracts;
 - 11.5.4 loss of anticipated savings;
 - 11.5.5 loss of data; or
 - 11.5.6 waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

provided that this clause 11.5 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 11.1 or clause 11.2 or any other claims for direct financial loss that are not excluded by any of categories 11.5.1 to 11.5.6 inclusive of this clause 11.5.

12 **INTELLECTUAL PROPERTY RIGHTS**

- 12.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 12.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.
- 12.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 12.4 Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.
- 12.5 You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

12.6 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

13 **IMPORT DUTY**

13.1 If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

13.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

14 **WRITTEN COMMUNICATIONS**

14.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

15 **NOTICES**

15.1 All notices given by you to us must be given to ENERGISE UK LIMITED at 7 Bradfield Road, Wellingborough, Northamptonshire, NN8 4HB **OR** customerservices@energiseforlife.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 14 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

16 **TRANSFER OF RIGHTS AND OBLIGATIONS**

16.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

16.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

16.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

17 **EVENTS OUTSIDE OUR CONTROL**

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).

17.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

17.2.1 Strikes, lock-outs or other industrial action.

17.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

17.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

17.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

17.2.5 Impossibility of the use of public or private telecommunications networks.

17.2.6 The acts, decrees, legislation, regulations or restrictions of any government.

17.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

18 **WAIVER**

18.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

18.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

18.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14 above.

19 **SEVERABILITY**

19.1 If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

20 ENTIRE AGREEMENT

- 20.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 20.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.
- 20.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

21 OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

- 21.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 21.2 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

22 LAW AND JURISDICTION

- 22.1 Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.