

Terms & Conditions

We would like to welcome you to the AFNutrition website and services. Before you use this website and AFNutrition services there are a number of “legal” areas that we wish to bring to your attention. By using our website and paying for our services you are agreeing to be bound by the terms and conditions of use that are set out below.

Section 1

Terms and Conditions of Use of AFNutrition Website

If you use AFNutrition.co.uk you agree to be bound by these terms and

conditions. **1. Background and Definitions**

1.1 This Website is designed by AFNutrition and is hosted by Squarespace on behalf of AFNutrition.

1.2 In these terms and conditions: “the organisation” means the company whose name appears on the home page located at the address as shown in the “About Me” section of this website, and “the Website” means the AFNutrition.

2. Access to the Website and content

2.1 AFNutrition will endeavour to allow uninterrupted access to the Website, but access to the Website may be suspended, restricted or terminated at any time.

2.2 AFNutrition assumes no responsibility for the contents of any other websites to which the Website has links.

3. Intellectual Property

3.1 The copyright in the material contained in the Website, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software (including applets) belongs to AFNutrition or the providers of such information. All rights are reserved. None of this material may be reproduced or redistributed without our written permission. You may, however, download or print a single copy for your own non-commercial off-line viewing.

3.2 Product and company names mentioned on this website may be the trademarks or registered trademarks of their respective owners.

4. Exclusions of liability

4.1 AFNutrition uses reasonable endeavours to ensure that the data on the Website is accurate and to correct any errors or omissions as soon as practicable after being notified of them. AFNutrition does not monitor, verify or endorse information submitted by third parties for posting on the Website and you should be aware that such information may be inaccurate, incomplete or out of date. To the extent permitted by applicable law, AFNutrition disclaims all warranties and representations (whether express or implied) as to the accuracy of any information contained on the Website. AFNutrition does not guarantee that the Website will be fault free and neither will accept liability for any errors or omissions.

4.2 Due to the nature of electronic transmission of data over the internet, and the number of users by whom data is posted on to the Website, any liability AFNutrition may have for any losses or claims arising from an inability to access the Website, or from any use of the Website or reliance on the data transmitted using the Website, is excluded to the fullest extent permissible by law. In no event shall AFNutrition be liable for any loss of profit, revenues, goodwill, opportunity, business, anticipated savings or other indirect or consequential loss of any kind in contract, tort (including negligence) or otherwise arising out of use of the Website, save where such liability cannot be excluded by law.

4.3 AFNutrition does not give any warranty that the Website is free from viruses or anything else which may have a harmful effect on any technology.

5. Username and password

5.1 On registering with this Website, you are issued with a username and password which must be used in order to access certain restricted parts of the Website. The user name and password are personal to you and are not transferable.

5.2 Your name and password are the methods used by AFNutrition to identify you and so are very important. You are responsible for all information posted on the Website by anyone using your user name and password and any payments due for services accessed through the Website by anyone using your user name and password. Any breach of security of a username and password should be notified to AFNutrition immediately.

6. Data protection

AFNutrition is committed to a policy of protecting the rights and privacy of its members, staff and others in accordance with General Data Protection Regulation.

6.1 AFNutrition commits to:

- comply with both the law and good practice
- respect members' rights
- be open and honest with members whose data is held
- provide training and support to staff who handle personal data, so that they can act confidently and consistently
- Register our details with the Information Commissioner's Office (ICO)

6.2 Personal Data

AFNutrition may hold data for the following purposes:

- Provision of essential membership information (renewal notices, AGM/EGM notices, important developments in the profession, regulatory matters and anything else deemed vital to membership)
- Marketing and newsletters
- Professional practice related Insurance claims
- Staff administration

6.3 You may contact AFNutrition to edit your personal information at anytime

7. Cookies

7.1 A cookie is a small text file written to your hard drive that contains information about you. Cookies do not contain any personal information about users.

7.2 AFNutrition uses cookies to personalise your experience of the Website. Most web browsers allow you to control how cookies are accepted by adjusting your web browsers settings. If you set up your browser to reject the cookie, you may still use the Website.

7.3 Services delivered via the website such as video or embedded content from external providers may also place cookies on your machine (computer).

7.4 If you register or login to the website you are deemed to be accepting these terms and conditions and consenting to the website placing cookies on your machine (computer).

8. Google Analytics

8.1 AFNutrition uses Google Analytics to analyse the use of our website.

8.2 The analytics service provider generates statistical and other information about website use by means of cookies.

8.3 The information generated relating to my website is used to create reports about the use of the website.

9. General

8.1 If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected.

8.2 AFNutrition may modify these terms and conditions at any time by publishing the modified terms and conditions on this Website. Any modifications shall take effect 3 days after posting on this Website.

10. Governing law

9.1 These terms and conditions are governed by and to be construed in accordance with English law.

9.2 Any dispute shall be subject to the exclusive jurisdiction of the English courts

Our Links Disclaimer

All links made available are provided as a convenience to our users. We do not have control, exercise no responsibility and make no representations regarding the accuracy or any other aspect of the content/information found or used on visiting any third party website. The provision of a link to a third party website should not be considered as an express or an implied endorsement of any content/information, products/services that may be available to you, or through, the third party.

Notices and Disclaimers

These disclaimers also extend the above rights to our webmasters, whose service agreement, terms and conditions appear above.

Section 2

Terms and Conditions of Use of AFNutrition Services

1. General

- These Terms and Conditions shall apply to all contracts for the supply of Services by AFNutrition to the Customer and shall prevail over any other documentation or communication by the Customer
- Any variation to these Terms and conditions shall be inapplicable unless agreed in writing by AFNutrition
- Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which AFNutrition may be entitled in relation to the Services, by virtue of any statute law or regulation
- Nothing in these Terms and conditions shall affect the customer's statutory rights as a consumer

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2. The Service

2.1 AFNutrition will not commence work until the customer has accepted these Terms and Conditions as well as the instructions including, but not limited to, completion of any documentation required by the customer in advance

2.2 AFNutrition shall not be liable for failure to complete the work within the proposed timeline.

3. Fees

3.1 The fee for the Service is as specified on the AFNutrition website at time of purchase

3.2 Payment terms are strictly upfront in advance of the service requested. Any change must be confirmed in writing by AFNutrition

3.3 Should the service be delayed or suspended at the request of the client, AFNutrition shall be entitled to the payment of fees resulting from all the work carried out up to and including the end of the service period

3.4 If the client fails to make payment by the date due, AFNutrition will not carry out the services agreed

3.5 Payment for further services will be agreed with the client

3.6 Invoices will be raised by AFNutrition once the service has been requested

4. Client Obligations

To enable AFNutrition to perform its obligations the Client shall:

4.1 Keep agreed appointments In order to meet the necessary timescales

4.2 Provide AFNutrition with any information reasonably required by AFNutrition

4.3 Obtain all necessary permissions and consent which will be required before the commencement of the services, the cost of which is the sole responsibility of the Customer.

4.4 Comply with such other requirements as may be set out as part of the service or otherwise agreed between the parties.

5. AFNutrition Obligations

5.1 AFNutrition shall perform the Services with reasonable skills and care and to a reasonable

standard in accordance with recognised standards and codes of practice

5.2 AFNutrition is committed to the following service standards

- All information supplied by the AFNutrition to the customer will be impartial ○
AFNutrition will provide understandable information that will empower an individual to choose the right care choice for them
- Identified cultural priorities will be respected
- Individual and diverse needs will be embraced
- The information supplied by the customer will be confidential. No information will be supplied to a third party without the customer's expressed permission
- Following each intervention we will seek customer feedback to continually monitor and improve the service

6. Cancellations, Refunds & Termination

6.1 Private Consultations

6.1.1 The customer may cancel the Service by notifying AFNutrition in writing with more than 72 hours notice

6.1.2 Cancellation with less than 72 hours notice will require 100% payment from the client to AFNutrition

6.1.3 All services agreed up to receiving cancellation must be paid for within the notice period

6.1.4 AFNutrition may terminate the Service for any good reason with upto 72 hours notice, giving written notice to the customer

6.1.5 AFNutrition may, at the customer's expense charge any costs relating to the winding up of any service being carried out as part of the agreement including, but not limited to, fees, court or tribunal costs or any other reasonable third party liabilities

6.2 Workshops & Programmes

6.2.1 The customer may cancel the Service by notifying AFNutrition in writing with more than 48 hours notice

6.2.2 Cancellation with less than 48 hours notice will require 100% payment from the client to AFNutrition

6.3 Refunds

6.3.1 Due to the nature of services carried out, AFNutrition is unable to offer a refund once the service has been completed. If you find you are unhappy with your experience Abby would appreciate you contacting her at enquiries@afnutrition.co.uk to discuss any problems further.

7. Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

8. Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

9. Governing Law And Jurisdiction

Any disputes or claims arising out of or in connection with these Terms and conditions of Business or the contract shall be governed by and construed in accordance with the law of England and Wales

Acceptable Of Terms

By purchasing an AFNutrition service and selecting the 'Accept Terms & Condition' box where necessary you will be accepting the Terms and Conditions of Business.