

This page (together with our Privacy Policy, Terms of Website Use and Website Acceptable Use Policy) tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website (**our site**) to you.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that by ordering any of our Products, you agree to be bound by these Terms and the other documents expressly referred to in it.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 8. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 4 April 2017..

These Terms, and any Contract between us, are only in the English language.

## **1. INFORMATION ABOUT US**

- 1.1 We operate the website [www.katemcculla.com](http://www.katemcculla.com). We are sole trader Kate McCulla, practicing as Kate McCulla Nutrition, offering health and nutrition services, registered in Northern Ireland and with our registered office at 27 Newton Heights, Belfast, BT8 6HA.
- 1.2 To contact us, please see our Contact Us page or email [contact@katemcculla.com](mailto:contact@katemcculla.com) or phone us at 07962859068.

## **2. OUR PRODUCTS**

- 2.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.
- 2.2 The packaging of the Products may vary from that shown on images on our site.
- 2.3 All Products shown on our site are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we will not process your order if made.

## **3. USE OF OUR SITE**

Your use of our site is governed by our Terms of website use and Website Acceptable Use Policy. Please take the time to read these, as they include important terms which apply to you.

## **4. HOW WE USE YOUR PERSONAL INFORMATION**

We only use your personal information in accordance our Privacy Policy. For details, please see our Privacy Policy. Please take the time to read these, as they include important terms which apply to you.

## 5. IF YOU ARE A CONSUMER

**This clause 5 only applies if you are a consumer.**

- 5.1 If you are a consumer, you may only purchase Products from our site if you are at least 18 years old.
- 5.2 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## 6. IF YOU ARE A BUSINESS CUSTOMER

**This clause 6 only applies if you are a business.**

- 6.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.
- 6.2 These Terms and our Privacy Policy, Terms of Website Use and Website Acceptable Use Policy constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the us which is not set out in these Terms or any document expressly referred to in them.

## 7. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 7.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
- 7.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 7.3.
- 7.3 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (**Dispatch Confirmation**). The Contract between us will only be formed when we send you the Dispatch Confirmation.
- 7.4 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our site as referred to in clause **Error! Reference source not found.**, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

## 8. OUR RIGHT TO VARY THESE TERMS

- 8.1 We may revise these Terms from time to time in the following circumstances:
  - (a) changes in how we accept payment from you; and
  - (b) changes in relevant laws and regulatory requirements.

8.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

8.3 Whenever we revise these Terms in accordance with this clause 8, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

## **9. YOUR CONSUMER RIGHT OF RETURN AND REFUND**

**This clause 9 only applies if you are a consumer.**

9.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000) during the period set out below in clause 9.3. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

9.2 However, this cancellation right does not apply in the case of any custom-made products or products made to your specification or clearly personalised.

9.3 Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation, which is when the Contract between us is formed. If the Products have already been delivered to you, you have a period of 7 (seven) working days in which you may cancel, starting from the day after the day you receive the Products. Working days means that Saturdays, Sundays or public holidays are not included in this period.

9.4 To cancel a Contract, please contact us in writing to tell us by sending an e-mail to [contact@katemcculla.com](mailto:contact@katemcculla.com). You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us.

9.5 You will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clause 9.4. If you returned the Products to us because they were faulty or mis-described, please see clause 9.6.

9.6 If you have returned the Products to us under this clause 9 because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

9.7 We refund you on the credit card or debit card used by you to pay.

9.8 If the Products were delivered to you:

- (a) you must return the Products to us as soon as reasonably practicable;
- (b) unless the Products are faulty or not as described (in this case, see clause 9.6), you will be responsible for the cost of returning the Products to us; and

- (c) you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

9.9 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Dispatch Confirmation.

9.10 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 9 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 10. DELIVERY

10.1 Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.

10.2 Delivery will be completed when we deliver the Products to the address you gave us.

10.3 The Products will be your responsibility from the completion of delivery.

10.4 You own the Products once we have received payment in full, including all applicable delivery charges.

## 11. INTERNATIONAL DELIVERY

11.1 We deliver to a number of countries outside the UK and Ireland (**International Delivery Destinations**). However there are restrictions on some Products for certain International Delivery Destinations, so please contact us if you require delivery outside the UK or Ireland before ordering Products.

11.2 If you order Products from our site for delivery to one of our International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

11.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

11.4 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

## 12. PRICE OF PRODUCTS AND DELIVERY CHARGES

12.1 The prices of the Products will be as quoted on our site from time to time. We use reasonable efforts to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see clause **Error! Reference source not found.** for what happens in this event.

- 12.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.
- 12.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
- 12.4 The price of a Product does not include delivery charges. Our delivery charges are as quoted on our site from time to time.
- 12.5 Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will inform you to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that 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 Products to you at the incorrect (lower) price.

### **13. HOW TO PAY**

- 13.1 You can only pay for Products using PayPal/Amazon
- 13.2 Payment for the Products and all applicable delivery charges is in advance.

### **14. OUR WARRANTY FOR THE PRODUCTS**

- 14.1 For Products which do not have a manufacturer's guarantee, we provide a warranty that on delivery and for a period of 12 months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 14.2.
- 14.2 The warranty in clause 14.1 does not apply to any defect in the Products arising from:
- (a) fair wear and tear;
  - (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
  - (c) if you fail to operate or use the Products in accordance with the user instructions;
  - (d) any alteration or repair by you or by a third party who is not one of our authorised repairers; or
  - (e) any specification provided by you.
- 14.3 If you are a consumer, this warranty is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

**15. OUR LIABILITY IF YOU ARE A BUSINESS**

**This clause 15 only applies if you are a business customer.**

- 15.1 We only supply the Products for internal use by your business, and you agree not to use the Product for any re-sale purposes.
- 15.2 Nothing in these Terms limit or exclude our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - (d) defective products under the Consumer Protection Act 1987.
- 15.3 Subject to clause 15.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) any loss of profits, sales, business, or revenue;
  - (b) loss or corruption of data, information or software;
  - (c) loss of business opportunity;
  - (d) loss of anticipated savings;
  - (e) loss of goodwill; or
  - (f) any indirect or consequential loss.
- 15.4 Subject to clause 15.2 and clause 15.3 , our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.
- 15.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

**16. OUR LIABILITY IF YOU ARE A CONSUMER**

**This clause 16 only applies if you are a consumer.**

- 16.1 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 these 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 the Contract.
- 16.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 16.3 We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
  - (e) defective products under the Consumer Protection Act 1987.

## 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 an Event Outside Our Control. An Event Outside Our Control is defined below in clause 17.2.

17.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

17.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

## 18. COMMUNICATIONS BETWEEN US

18.1 When we refer, in these Terms, to "in writing", this will include e-mail.

18.2 If you are a consumer:

- (a) To cancel a Contract in accordance with your legal right to do so as set out in clause 9, You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us.
- (b) If you wish to contact us in writing for any other reason, you can send this to us by e-mail at [contact@katemcculla.com](mailto:contact@katemcculla.com). You can always contact us using our Customer Services telephone line.

18.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

18.4 If you are a business, please note that any notice given by you to us, or by us to you, 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. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **19. OTHER IMPORTANT TERMS**

19.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this webpage if this happens.

19.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of the our warranty in clause 14 to the recipient of the gift without needing to ask our consent.

19.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty at clause 14, but we and you will not need their consent to cancel or make any changes to these Terms.

19.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

19.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

19.6 If you are a consumer, please note that these Terms are governed by the laws of Northern Ireland. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by the laws of Northern Ireland. You and we both agree to that the courts of Northern Ireland will have non-exclusive jurisdiction. However, if you are a resident of England or Wales you may also bring proceedings in England or Wales, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

19.7 If you are a business, these Terms are governed by the laws of Northern Ireland. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by the laws of Northern Ireland. We both agree to the exclusive jurisdiction of the courts of Northern Ireland.