

Terms and Conditions of Purchase: Self-Management Workshops, Programmes and Educational content (Free and Purchasable).

General

These Terms and Conditions of Purchase include the entire understanding between You and Us with regards to purchasing our online Self-Management Workshops, Programmes and Educational content and they replace any previous arrangements We may have had with you unless specifically stated otherwise. Except for those terms implied by law, which cannot be excluded and any other terms specifically incorporated by reference – no other terms apply.

Please do not purchase our self-management workshops and programmes if you do not agree to these Terms and Conditions of Purchase.

Please note: We alter these Terms and Conditions of Purchase occasionally therefore it is in your best interest to review this document before each purchase.

This document was last amended on 8 May 2019.

Nature of our Products and Content

Our Self-Management Workshops, Programmes and Educational content is intended as information only and is no substitute for medical or physiotherapy assessment, diagnosis or treatment. You should consult a Qualified Healthcare Professional if you have any questions or concerns relating to your health or in connection with any medical condition before using/purchasing any self-management workshop, programme or educational resource from Our website.

You must contact us to discuss your situation before you purchase and/or follow any of our Self-Management Workshops and Programmes if you:

- have any medical condition which may be a contra-indication to participating in any general exercise;
- if you have not been given clear instructions by your GP, midwife or Consultant Obstetrician that exercise is safe for you; or
- if you are unsure whether it is unsafe for you to exercise.

We have used all reasonable care and skill in compiling the content in Our Self-Management Workshops and Programmes but make no warranty as to the accuracy or applicability of any information, advice and/or exercise programme specific to you.

We do not accept any liability for any errors or omissions or your use of the content in our Self-Management Workshops and Programmes. You agree to use our Self-Management Workshops, Programmes and educational content at your own risk and you agree to inform us of any changes in your health during the course of any Self-Management Workshops and Programmes.

This will ensure that we are offering you our best and safest service and that we are operating within our professional service guidelines.

We endeavour to provide content that is based on the latest research and evidence-based clinical practice guidelines as at the date of initial publication.

Intellectual property ownership

You are prohibited from copying or reproducing any content in our Self-Management Workshops and Programmes in any way without Our written permission.

Our legal relationship with you

We do not assume any duty of care in relation to you or any third party by providing the Self-Management Workshops and Programmes on the Website and your use of the Self-Management Workshops and Programmes content does not create a practitioner-client relationship between you and Us.

Your safety is a great concern for us. If your medical situation changes at any time before or during the use of any of our Self-Management Workshops and Programmes it is your responsibility to update us on this information particularly if it has the ability to affect the applicability of the Self-Management Workshops and Programmes which you are following.

Liability

We will not be liable for any loss or damage (in contract negligence or otherwise) where:

- there is no breach of a legal duty of care owed to you by Us;
- the loss or damage is not a reasonably foreseeable result of any such breach; or
- any loss or damage or increased risk of loss or damage results from a breach or non-compliance by you of Our terms including but not limited to these Terms and Conditions of Purchase such as you providing inaccurate or incomplete information.

In particular, We are not liable for:

- any loss of your emotional well-being including, but not limited to, any embarrassment caused;
- any loss of income or anticipated profits;
- any loss of opportunity;
- loss of goodwill or injury to reputation;
- losses suffered by third parties; or
- any indirect, consequential, special or exemplary damages arising from the use of Self-Management Workshops and Programmes, regardless of the form of action.

To the extent that We are not able to exclude Our liability to You in accordance with the applicable law, We limit our liability to a full refund of the cost of the Self-Management Workshop, Programme or Educational content unless We specifically agree with you otherwise.

Please Note: Nothing in these Terms and Conditions of Purchase excludes or limits Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation. Nothing in these Terms and Conditions affects Your statutory rights.

Governing law

These Terms of Purchase are governed by and construed in accordance with English Law. You agree to submit to the exclusive jurisdiction of the English courts.

If any part of this notice and disclaimer is deemed unlawful, void or for any reason unenforceable then that part will be deemed severable from the whole and will not affect the validity and enforceability of the remaining parts.