



Website Terms & Conditions

These are the Standing Body Ltd website terms and conditions for use.

These terms and conditions apply to your use of this Website. These terms and conditions apply to the use of this Website and by accessing this Website and/or placing an order for any Products (for example, for one of our Programmes) you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions, you may not use or access this Website. We reserve the right to change these terms and conditions on the Website from time to time.

Before you place an order, if you have any questions relating to these terms and conditions, please contact us by email info@standingbody.com, or call us on 0790 599 1098. We may record both inbound and outbound calls for quality monitoring and training purposes.

DEFINITIONS

- **Conditions** means these terms and conditions and the Special Conditions.
- **Cookies** means small text files which our Website places on your device's hard drive to store information about your session on our Website and to identify your device. Please read our Privacy Policy for more information about cookies.
- **General Terms** means the **Standing Body General Terms (2019)** that apply to sales by us of Products. The General Terms can be found here <https://www.standingbody.com/wp-content/uploads/2019/01/General-Terms-and-Conditions.pdf>
- **Intellectual Property** means any patent, copyright, registered design, unregistered design right, trade mark or other industrial or intellectual property owned or used by us together with any current applications for any registrable items of any of these, available as part of the Website.
- **Privacy Policy** means the policy where we explain how we protect your personal data, including Personal Information.
- **Product** means any goods, services or digital content displayed for sale on the Website.
- **Product Description** means that part of the Website where certain terms and conditions in respect of the individual Product are provided.
- **Personal Information** means the details provided by you on registration.
- **Programmes** means a series of sessions or events prepared and tailored for you that we have agreed to provide to you where, usually, the Product being provided is services and/or digital content.
- **We/us** means Standing Body Ltd. A company registered in England and Wales. Our company registration number is 11568730 and our registered office is at 24 Sugar Loaf Walk, E2 0JQ.
- **Special Conditions** means the terms and conditions in a Product Description.
- **United Kingdom** means England, Wales, Scotland, Northern Ireland and the Channel Islands.
- **Users** means the users of the Website collectively.
- **Website** means the website located at www.standingbody.com or any subsequent URL which may replace it.
- **You** means a user of this Website.

USE OF THE WEBSITE

Access and conduct. You are provided with access to this Website in accordance with these terms and conditions. You must not use our Website in any way that causes or is likely to cause our Website or access to it to be interrupted, damaged or impaired in any way. You are solely responsible for all electronic communications and content sent from your computer to this Website or to us.

The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

This Website is intended solely for Users who are 13 years of age or older. Any registration by, use of or access to the Website by anyone under age 13 is not permitted.

Any order or Programme you have purchased or any subscription placed by you on this Website must be placed in accordance with these terms and conditions.

Registration. You warrant that:

- The Personal Information which you are required to provide when you register on our Website is true, accurate, current and complete in all respects; and
- You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.
- You are 13 years of age or older.

Please keep us informed if your Personal Information or any other personal data changes during your relationship with us.

Indemnity. You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these terms and conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your account and/or your Personal Information.

Our rights. We reserve the right to:

- modify or withdraw, temporarily or permanently, this Website (or any part of it) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
- change these terms and conditions from time to time, and your continued use of the Website (or any part of it) following such change shall be deemed to be your acceptance of such change. We recommend you check regularly to determine whether these terms and conditions have been changed. If you do not agree to any change to these terms and conditions then you must immediately stop using the Website.

Website content and third party links. We will use reasonable endeavours to ensure that Website availability is uninterrupted and that transmissions will be error-free. However, we cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or the introduction of new facilities or services. We, of course, try to limit the frequency and duration of any suspension or restriction.

Although we make every effort to ensure the accuracy of information on this Website, the Website may inadvertently contain technical inaccuracies or typographical errors. This information may be changed or updated without notice.

We may provide to you links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

Security. We take precautions to protect our users' information. When users submit sensitive information via the Website, all information is protected both online and offline. However, due to the nature of the internet, we cannot completely ensure or warrant the security of any information transmitted to us or through our services. Submitting information is done at your own risk. We have security measures in place to prevent the loss, misuse, and alteration of the information that is obtained from you, but we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration.

Privacy and cookies. We will treat all your Personal Information as confidential (although we reserve the right to disclose this information in the circumstances set out below). We will keep it on a secure server and we will fully comply with all applicable privacy regulations and consumer legislation. Our Privacy Policy applies to any data, including Personal Information, you provide to us through our Website. By using our Website, you consent to the Privacy Policy.

PRODUCTS

Terms and conditions that apply to purchases of Products you make on this Website. If you have made a purchase for any Products online (for example, to purchase one of our Programmes or activate a subscription), each Product purchased is sold subject to the General Terms and the additional terms and conditions relating to the purchase (which are set out in the Product Description and Special Conditions on this Website). If there is any conflict between them, the Special Conditions shall prevail over the Product Description, and they shall prevail over the General Terms.

We will take all reasonable care to ensure that all details, descriptions and prices of Products appearing on the Website are correct at the time when the relevant information was entered onto the system. Although we aim to keep the Website as up to date as possible, the information including Product Descriptions appearing on this Website at a particular time may not always reflect the position exactly at the moment you place an order.

ORDERS, CANCELLING AND RETURNING PRODUCTS

Orders. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we will not be liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.

Contract creation and electronic contracting. The technical steps required to create the contract between you and us are as follows:

- You place the order for your products on the Website by pressing the confirm order button at the end of the checkout process. You will be guided through the process of placing an order by a series of simple instructions on the Website.
- We may send you an order acknowledgement email as soon as you place your order, and you will receive an order confirmation email detailing the Products you have ordered. The emails do not constitute acceptance of your order.
- Order acceptance and the completion of the agreement between you and us will take place on the despatch to you of the Products ordered unless we have notified you that we do not accept your order, or you have cancelled it.
- We may be unable to accept your order because of one of the following:
 - The product you ordered being unavailable from stock
 - Our inability to obtain authorisation for your payment
 - The identification of a pricing or product description error
- Should we have taken payment prior to non-acceptance of your Order then we will refund you, but please note that it can take up to five days for the bank to transfer the funds to you

Consumer Contract Regulations 2013. This legislation offers you cancellation rights when you buy online or by phone. These are set out in the General Terms, which also set out how to change your mind and cancel, and the return any Products after cancellation.

INTELLECTUAL PROPERTY

We retain ownership in our Intellectual Property, like trademarks, patents, copyright in all material or content supplied as part of the Website. Our Intellectual Property is important to us and allows us to offer the specific products we create and sell. Consequently, we retain all ownership and Intellectual Property in all content or materials supplied as part of the Website. The content and materials are being provided to you are for your individual use only and we grant to you a single-user licence.

You must not share our Intellectual Property. You are not permitted to share, copy, sell, post, distribute, reproduce, duplicate, trade, resell, exploit, or otherwise disseminate any of our Intellectual Property electronically or otherwise, for business or commercial use, or in any other revenue generating ways, without our prior written consent or of our licensors.

When you purchase our services (including enrolling in any of our Programmes) or obtain information through this Website, you agree that you will not steal our content. Duplication, sharing, or uploading course files to sharing sites, or downloading or sharing information contrary to the limited licence we grant to you, or without our written consent, is prohibited.

How you may use our Intellectual Property. As a visitor to this Website, you may from time to time, download and/or print copies of individual pages of the Website, including blog posts, for your personal, non-commercial use, provided that you give us full attribution and credit by name, keep intact all copyright and other proprietary notices and, if used electronically, you must include the link back to the Website page from which the information was obtained. By downloading, printing, or otherwise using Website content for your personal, non-commercial use, this does not grant you any ownership rights of that material.

You may not use our Intellectual Property for your commercial purposes or in certain other ways. Unless otherwise stated in these terms and conditions or the terms and conditions relating to a Programme or service you purchased through this Website, or unless you obtain advance permission in writing from us, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material purchased through any of our Programmes or Products, or obtained on or through the Website, including through an individual or group programme, e-book, private Facebook or Website forum, or class for commercial use, or for use in any way that earns you money.

You must seek our permission before using any of our materials or content from this Website for your own business use.

You may not in any way use, copy, adapt or represent any of our material in any way as if it is yours or created by you unless we have agreed in advance.

Other important restrictions on you using our Intellectual Property. You acknowledge and agree that (a) you have no right to use or to allow others to use the Intellectual Property or any part of it, (b) you shall not seek to register any Intellectual Property, (c) you shall not use any trade marks, trade names or get-up which resemble our trade marks, trade names or get-up and which would therefore be likely to confuse or mislead the public or any section of the public, (d) you shall not remove, alter or otherwise tamper with any trade marks, trade names, logos, numbers or other means of identification on of our products or any packaging which come into your possession, custody or control and (e) you shall not do or omit to do, or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with the Intellectual Property.

We reserve any and all rights not expressly granted in these terms and conditions or any express licence given by us in writing. The trademarks and logos which are displayed on the Website are trademarks belonging to us. Any use including framing, meta tags or other text utilising these trademarks, or other trademarks displayed, is strictly prohibited without our express written consent.

You grant a licence to us for what you contribute to the Website. By posting or submitting any material (including, without limitation, comments, blog entries, photos and videos) to us via the Website, you are representing: (i) that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material.

In addition, when you submit or post any material, you are granting us, and anyone authorised by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide licence to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium for any purpose. This includes the right to exploit any proprietary rights in such posting or submission, including, but not limited to, right under copyright, trademark, service mark or patent laws under any relevant jurisdiction. In connection with the exercise of such rights, you also grant us, and anyone authorised by us, the right to identify you as the author of any of your postings or submissions by name, email address, or screen name, as we see fit.

You acknowledge that we have the right but not the obligation to use and display any postings or contributions of any kind and that we may elect to cease the use and display of any such materials (or any portion of it), at any time for any reason whatsoever.

Restrictions on linking and framing. You may establish a hypertext link to the Website so long as the link does not state or imply any sponsorship of your site by us or by the Website. However, you may not, without our prior written consent, frame or inline link any of the content of the Website, or incorporate into another Website or other service any of our material, content or intellectual property.

Obtaining Permission to Use Our Intellectual Property. Any request for permission of our content or images, or other use of information obtained from or through our Products or Website, or any other intellectual property not specifically authorised, should be made by sending an e-mail to info@standingbody.com

SOME OF THE PRODUCTS WE PROVIDE TO YOU ARE SPECIAL IN NATURE BECAUSE THEY RELATE TO YOUR HEALTH

Our Website is for educational purposes and not to provide medical advice. Our Website is made available to you for your own use and for informational and educational purposes only. We strongly advise you to seek the advice of a qualified healthcare professional (such as your doctor) before making any changes that affect your health, and to discuss any queries or concerns you might have with them before you make any decisions about any choices that impact your health.

Own decision, risk and responsibility. There are risks that might arise from using our Products (including participating in any Programme) that relate to your use, misuse, or non-use of our Products and/or any materials provided. Please inform yourself of these risks. You agree to take full responsibility for your decision and any other decisions you make. Any outcomes or results from using our Products, including participating any Programme, are solely your responsibility.

You are responsible for your health and wellbeing. You, rather than us, are responsible for your own health and wellbeing, whether mental, physical or spiritual.

We provide no guarantee as to your outcomes. We make no guarantees to you as to any outcomes or results you may experience from our products, including our Programmes. There are many factors that influence those outcomes and/or results, and we disclaim any guarantees in relation to them, whether implied or explicit. This does not affect your statutory rights as a consumer.

Do not rely on this Website as a substitute for medical advice. Any information you receive through our Website is designed for non-medically trained individuals and should not be relied upon as a replacement for consultation with a qualified healthcare professional (such as your doctor). The information provided through our Website is not intended to be a substitute for professional medical advice, diagnosis or treatment or counselling, psychotherapy, mental health, substance abuse, legal

or financial advice. We advise you not to disregard professional medical advice or delay seeking professional advice because of information you have read on this Website or received from us.

We do not make recommendations on dietary or health supplements. Any information you receive through our Website about dietary or health supplements is provided to you for informational and educational purposes only. It must not be treated by you as medical advice, or a substitute for you obtaining medical advice prior to taking such dietary or health supplements. You are, instead, advised to check with your doctor or other qualified medical professional before using any dietary or health supplements because of information you have read on this Website or received from us.

Do not start or stop taking medications or dietary and health supplements without expert medical advice. We recommend that you consult with your doctor or other medically qualified professional before making any decision to start or stop taking, or change the quantity or frequency of, medications and dietary or health supplements, whether or not as a result of information provided through this Website or received from us.

Do not start or stop any form of physical exercise without expert medical advice. We recommend that you consult with your doctor or other medically qualified professional before making any decision to start or stop physical exercise because of information you have read on this Website or received from us.

OTHER IMPORTANT TERMS

We have no liability for Website issues. To the fullest extent permitted by law, we will not be liable to you for damages or refunds should our Website become unavailable or access to the Website becomes slow or incomplete due to system back-up procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make our Website inaccessible to you.

Other general limitations of liability. While we will use reasonable endeavours to verify the accuracy of any information we place on the Website, the Website is provided on an "as is" and "as available" basis without any representation or endorsement made. We make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products. This does not affect your statutory rights as a consumer, nor does it affect your rights to change your mind and cancel the contract.

We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with these terms and conditions for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- any loss of goodwill or reputation; or
- any special or indirect losses
- suffered or incurred by that party arising out of or in connection with the provisions of any matter under these terms and conditions.

Nothing in these terms and conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

If a court finds part of these terms and conditions illegal, the rest will continue in force. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing these terms and conditions, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of your breaching this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Governing law. These terms and conditions are governed by the laws of England and Wales and you can bring legal proceedings in respect of the products in the English or Welsh courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Alternative dispute resolution if you are a consumer. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may submit your dispute for online resolution to the European Commission Online Dispute Resolution (accessible via <https://ec.europa.eu/consumers/odr/>) platform.

The laws which apply to this agreement and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with these terms and conditions (including non-contractual disputes or claims) is governed by and shall be construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.