

TERMS AND CONDITIONS OF USE
OF
www.bodysculptuk.com
Web Site to
Body Sculpt Ltd

1 ACCEPTANCE OF TERMS

1.1 Your access to and use of Body Sculpt ("the Website") and any Services referred to in Clause 2, is subject exclusively to these Terms and Conditions. You will not use the Website/Services for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website/Services you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website/Services.

1.2 We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Website/Services following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

2 THE SERVICES

The Website may provide communication tools such as email, news groups, forums and/or other message or communication facilities ("the Services") designed to enable you to communicate with others. Unless stated otherwise the Services are for your personal and non-commercial use only..

3 PRIVACY POLICY

We are committed to responsible data management and subscribe to the principals of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received from you. If you register for any of the Services you will be asked to provide basic personal information. The information provided by you is not available for sale or use by third parties. The information is used solely for notifying you of changes or updates to the Website/Services.

3.1 We use a technology called "cookies" as part of our normal business procedure to track patterns of behaviour of visitors to the Website. A cookie is an element of data that the Website sends to your browser that is then stored on your system. You can set your browser to prevent this happening. Any information collected in this way can be used to identify you unless you change your browser settings.

4 USER ACCOUNT, PASSWORD AND SECURITY

If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service. You are responsible for maintaining the confidentiality of the username and password and also for all activities which take place under your account. You agree to immediately notify us of any unauthorised use of your password

or account or any other breach of security. In no event will **Body Sculpt** be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password.

You may not use another person's account at any time, without the express permission of the account holder.

5 ACCEPTABLE USE

5.1 You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the

Services you may be exposed to Content that is offensive and/or indecent. **Body Sculpt** will not be liable in any

way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via

the Services and you agree to bear all risks associated with the use of any Content, including any reliance on

the accuracy or completeness of such Content.

5.2 In using the Website/Services you agree not to:

5.2.1 use any information or material in any manner that infringes any copyright, trademark, patent or other

proprietary right of any party;

5.2.2 use the Website/Services in any manner that could damage, disable, overburden or impair the

Website/Services or interfere with any other party's use and enjoyment of the Website/Services;

5.2.3 attempt to gain unauthorised access to any of the Services, other accounts, computer systems or

networks connected to the Website/Services through hacking, password mining or any other means.

6 TERMINATION

We have the right to terminate your access to any or all of the Services at any time, without notice, for any

reason, including without limitation, breach of these Terms and Conditions. We may also at any time, at our

sole discretion, discontinue the Website/Services or any part thereof without prior notice and you agree that we

shall not be liable to you or any third party for any termination of your access to the Website/Services.

7 LINKS TO THIRD PARTY WEBSITES

The Website/Services may include links to third party websites that are controlled and maintained by others.

Any link to other websites is not an endorsement of such websites and you acknowledge and agree that **Body**

Sculpt is not responsible for the content or availability of any such sites.

8 INTELLECTUAL PROPERTY RIGHTS

The Website and its content (including without limitation the Website design, text, graphics and all software and

source codes connected with the Website and the Services) are protected by copyright, trade marks, patents

and other intellectual property rights and laws. In accessing the Website you agree that you will access the

contents solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder.

9 INDEMNITY

You agree to indemnify and hold **Body Sculpt** harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against **Body Sculpt** by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by **Body Sculpt** in consequence of your breach of these Terms and Conditions.

10 DISCLAIMERS AND LIMITATION OF LIABILITY

Body Sculpt makes no warranty that the Website/Services will meet your requirements, that Content will be accurate or reliable, that the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.

11 PURCHASE POLICY

Packages are not refundable except in instances where a medical condition prevents the client from continuing

with all remaining sessions. In this case, a doctor's note is required.

11.1 Our prices are invoiced in sterling. Prices are subject to 17.5% VAT. Listed prices are subject change or withdrawal without notice.

11.2 All purchases must be used within 3 months (90 Days) of purchase.

11.3 All purchases can only be made for 3 months in advance.

14 CANCELLATION POLICY

Appointments must be cancelled within 24hours or client will be charged for the appointment.

15 COMPLAINTS

We will respond to all complaints promptly, and deal with them fairly .If you have any complaints, please contact

us in writing by e-mail or post. We will respond to all complaints within 5 working days, with a view to

achieving an acceptable resolution within 7 working days thereafter.

15 SEVERANCE

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason

by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms

and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

16 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of **England** and

you hereby submit to the exclusive jurisdiction of the **English** courts.