

## LEGAL DISCLAIMER

All information and tools presented within this site are intended for educational purposes. Any health, diet or exercise advice is not intended as medical diagnosis or treatment. If you think you have any type of medical condition you must seek professional advice even if you believe it may be due to diet, food or exercise. Amanda Hamilton Limited is not a medical institute and therefore none of its staff will give any diagnosis or medical advice. By using our site you agree to our terms and conditions.

Diets provided by Amanda Hamilton Limited are established to provide good, practical information to help healthy adults in their weight loss efforts. This site is not intended for people under 18 years, pregnant or breast feeding women, underweight individuals or people with eating disorders or any health condition that requires a special diet. We do not guarantee that the information will be completely accurate therefore the author and publisher Amanda Hamilton will not be held responsible for any errors, omissions or inaccuracies published. It is advised that all visitors check information provided on this site with a professional source.

The owners, distributors and any participants disclaim all liability or loss in conjunction with any content provided here. We disclaim any liability for products or services recommended on the Amanda Hamilton Weight Loss site including defective products or direct, indirect, special, incidental or consequential damages, arising out of the use or the inability to use the materials/information published or products sold on this site.

**YOU SHOULD ALWAYS CONSULT A QUALIFIED PRACTITIONER BEFORE USING ANY DIETARY, EXERCISE OR HEALTH ADVICE FROM THIS SITE!**

We urge all our web site visitors to seek medical / professional advice before beginning any weight loss program, exercise, training regime or any diet. When embarking on any training program we also urge people to start slowly and gradually. Always select exercises that are safe. If you experience discomfort, distress or any other symptom whilst exercising please do not continue.

**WE WILL RESPECT THE SAFETY AND WELLBEING OF VISITORS THEREFORE WE DO NOT PROVIDE ANY DIAGNOSIS OR MEDICAL ADVICE.**

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## **E-Commerce Terms and Conditions of Trade as of 1<sup>st</sup> September 2009**

This website is operated by Amanda Hamilton Limited (referred to as "Amanda Hamilton Ltd/we/our/us"). As a user of this website (referred to as "you/your") you acknowledge that any use of this website including any transactions you make ("use/using") is subject to our terms and conditions below. Please Read through these terms and conditions carefully before using this website and/or print a copy for future reference.

### **Terms and Conditions - [www.amandahamilton.co.uk](http://www.amandahamilton.co.uk) and [www.amandahamiltonweightloss.com](http://www.amandahamiltonweightloss.com)**

We reserve the right to change these terms and conditions at any time. Any changes will take effect when posted on the website and dated in the header notes. It is your responsibility to read the terms and conditions on each occasion you use this website and your continued use of the website shall signify your acceptance to be bound by the latest terms and conditions. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use this website

### **Orders**

- a) All orders that you place on this website will be subject to acceptance in accordance with these terms and conditions.
- b) The 'confirmation' stage sets out the final details of your order. You will be viewing this in a secure server screen. When you place your order you will be sent an automatic confirmation email.
- c) Acceptance of your order and the completion of the contract between you and us will take place on dispatch to you of the products ordered unless we have notified you that we do not accept your order or you have cancelled it. Please see Returns and Refunds section.
- d) We file details of your order for you to subsequently access via this website. Please print out these terms and conditions and the order confirmation for your own records. You will need the 'Order reference Number' on the 'Order confirmation' for any correspondences with us regarding your order.

### **Delivery/Collection**

- a) Delivery charges are shown in the 'Shopping Basket' and relates to the goods in the 'Shopping Basket'.
- b) We endeavour to supply goods ordered within 3-5 working days unless specified otherwise. We use an Royal Mail First Class for most orders unless you specify otherwise on booking. We make every effort to deliver goods within the estimated time scales, however delays are occasionally inevitable due to unforeseen factors. AMANDA HAMILTON LIMITED shall be under no liability for any delay or failure to deliver the products within estimated timescales.
- c) Orders placed on a Friday will be dispatched & delivered in the following week. We do not provide a Saturday delivery service.
- d) AMANDA HAMILTON LIMITED cannot be held responsible for the performance of any external carriers. We will provide consignment details and tracking numbers on request.

## **Payment**

- a) We require full payment at the time we receive your order in all cases where the product is ready for dispatch. Any item placed on back order will require the payment of a deposit or full payment. This deposit or payment is not refundable once you have placed your order and we have fulfilled the order i.e. your order has been dispatched. The exception to this is under the terms of the Consumer Credit Act of 1978.
- b) The price you pay is the price displayed in the website-shopping basket at the time we receive your order. While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.
- c) Payment can be made by Credit Card, Debit Card, or Bank Transfer. In certain cases we will grant payment on account terms which we will agree with you. Payment will then be expected strictly on these terms. Overdue payment will accrue interest payable at the prevailing business base rate at our bank, Barclays, charged on a daily interest basis.
- d) All Card details are entered on a Secure Server provided by a Certified E-Commerce provider. Card and Personal information is then encrypted. No Unencrypted information is kept on the Secure Server or Amanda Hamilton Limited computers. All Card details are destroyed once an order is processed. Goods will not be sent until payment is received in full.
- e) Title to any products you order on this website shall pass to you on delivery of the products provided that we have processed and received payment in full for the products.
- f) All prices include VAT (where applicable) and bank card charges at the applicable current rates but exclude delivery charges, unless expressly stated otherwise. VAT will be deducted at time of process for those areas that are VAT exempt.

## **Returns, Cancellations and Specification**

- a) Non-warranty product returns (excluding our error) will be exchanged or refunded provided the product is returned in the supplied condition, unused in its original undamaged packaging within 10 days of purchase.
- b) Postage/carriage charges on non-warranty returns will not be refunded and a 5% transaction charge will be levied to cover the charges incurred by us in processing and refunding your order.
- c) A return for refund made after 10 days of purchase will incur a 15% restocking charge (excludes warranty returns).
- d) Orders cancelled after credit card processing will incur a 5% transaction charge to cover the charges levied on us by the card issuing companies.
- e) Manufacturer specifications may change without our being notified. Product supplied will always achieve, or exceed the specification described on the web site.
- f) All sizes and measurements are as provided by the manufactures, we try to make sure that they are as accurate as possible.

## **Liability**

- a) We will take all reasonable precautions to keep the details of your order and payment secure, but unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you. Data is not provided or shared with any other third party other than the specified delivery address, all information is held within Amanda Hamilton Limited for internal use only.

## **Contract**

- a) The laws of Scotland shall govern the contract between us and any dispute between us will be resolved exclusively in the courts of Scotland. English is the only language offered for the conclusion of the contract.
- b) Amanda Hamilton Limited shall be under no liability for any delay or failure to deliver products or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.
- c) These terms and conditions including the documents or other sources referred to in these terms and conditions supersede all prior representations.
- d) Understandings and agreements between you and Amanda Hamilton Limited relating to the use of this website (including the order of products) and sets forth the entire agreement and understanding between you and Amanda Hamilton Limited for your use of this website.

## **Distance Selling Regulations**

- a) Distance Selling Regulations expect you to have made sufficient enquiry to make an informed purchase.
- b) You are encouraged to discuss your intended purchase should you require any additional information that leads you to making an informed purchase.
- c) Your right to cancel your order does not apply to items personalised or made to your specification.
- d) Should you decide to return your purchase for a refund or exchange you are required to take all reasonable care of that purchase and return it intact, unused in merchantable packaging.

## **Privacy Policy**

- a) We are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998). We collect information about you for 2 reasons: firstly, to process your order and second, to provide you with the best possible service. We will not e-mail you in the future unless you have given us your consent. We will give you the chance to refuse any marketing email from us or from another trader in the future.
- b) The type of information we will collect about you includes:
  - Your name
  - Address
  - Phone number
  - Email address
  - Credit/debit card details

- c) We will never collect sensitive information about you without your explicit consent. The information we hold will be accurate and up to date.
- d) You can check the information that we hold about you by emailing us. If you find any inaccuracies we will delete or correct it promptly.
- e) The personal information which we hold will be held securely in accordance with our internal security policy and the law.
- f) We use technology to identify ownership of individual 'shopping baskets' during the ordering process using a "session cookie" which would be temporarily stored on your computer. A session cookie is also called a transient cookie, a cookie that is erased when the user closes the web browser. The session cookie is stored in temporary memory and is not retained after the browser is closed. Session cookies do not collect information from the user's computer. They typically will store information in the form of a session identification that does not personally identify the user.

**If you have any questions/comments about privacy, you should contact us.**

**Contact Details**

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**Company Details**

Amanda Hamilton Limited is registered in Scotland under company number SC311219 and has its registered office at 29 Manor Place Edinburgh EH3 7DX. Our VAT number is 911586916.