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## TERMS AND CONDITIONS

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### 1 INFORMATION ABOUT US

1.1 These are the terms and conditions of Katie's Life Kitchen Limited (KLK NUTRITION) [www.klknutrition.com](http://www.klknutrition.com)

1.2 These Terms and Conditions, together with any other documents referred to herein, set out the terms of use governing your use of this website, [www.klknutrition.com](http://www.klknutrition.com). It is recommended that you print a copy of these Terms and Conditions for your future reference.

1.3 These Terms and Conditions were last updated on 20/03/2024 and apply to:

- sales using a subscription service to consumers;
- a pre booked nutrition consultancy service;
- all nutritional programmes

1.4 Your agreement to comply with these Terms and Conditions is indicated by confirming your purchase at checkout and/ or confirming your nutrition appointment/coaching programme.

1.5 If you do not agree to these Terms and Conditions, you must stop using our site immediately and you will be unable to order any products or services. Your nutritional programme will stop immediately, and any future appointments/check-ins/communications will cease.

1.6 The following documents also apply to your use of Our Site:

- Our Privacy Policy incorporating our Cookies Policy.

### Definitions and Interpretation

1.7 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Content”</b>	means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, our site; and
<b>“We/Us/Our”</b>	means Katie's Life Kitchen Limited

### How to Contact Us

1.8 To contact Us, please email Us at [info@klknutrition.com](mailto:info@klknutrition.com)

### 2. ACCESS TO OUR SITE

2.1 Access to Our Site is free of charge.

2.2 It is your responsibility to make the arrangements necessary in order to access our site.

**2.3** Access to Our Site is provided on an “as is” and on an “as available” basis. We may suspend or discontinue Our Site (or any part of it) at any time. We do not guarantee that Our Site will always be available or that access to it will be uninterrupted. If We suspend or discontinue Our Site (or any part of it), We will try to give you reasonable notice of the suspension or discontinuation.

**2.4** By visiting this website you agree not to intentionally misuse it.

### **3. CHANGES TO OUR SITE**

**3.1** We may alter and update Our Site (or any part of it) at any time to update products or services for sale. If We make any alterations to Our Site (or any part of it), We will try to give you reasonable notice of the alterations on the website. If you use or order products or services after we have published any changes then you will be bound by these changes.

**3.2** We endeavour to ensure that the information on this site is accurate. However, should an error occur in the pricing or description of a product that you have ordered, you will be contacted as soon as possible and given the choice to cancel or proceed with your order.

### **4. CHANGES TO THESE TERMS AND CONDITIONS**

**4.1** We may alter these Terms and Conditions at any time. If We do so, details of the changes will be highlighted at the top of this page. As explained above, your use of Our Site constitutes your acceptance of these Terms and Conditions. Consequently, any changes made to these Terms and Conditions will apply to your use of Our Site the first time you use it after the changes have been implemented. You are therefore advised to check this page every time you use Our Site.

**4.2** If any part of the current version of these Terms and Conditions conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

### **5. INTERNATIONAL USERS**

**5.1** Our Site is intended for users worldwide.

### **6. CONTRACT TO PURCHASE SERVICES AND/ OR PRODUCTS**

**6.1** When deciding to order a product or service from our website you will be entering an agreement to purchase a subscription plan consisting of an initial charge followed by a recurring plan at a price that has been selected by you.

**6.2** You need to be 18 years or older. This subscription plan is subject to reoccurring payments and these will continue to be charged until you inform us by email ([info@katieslifekitchen.co.uk](mailto:info@katieslifekitchen.co.uk)) that you no longer wish to continue with the contract and/or stop your subscription plan through your account (dashboard). (see section 8 on how to cancel your contract). Any goods dispatched before notice of withdrawal will be charged.

**6.3** If you wish to change your payment method you can action this through your customer dashboard after you've logged into your customer account

**6.4** When you purchase any product/service you will receive an acknowledgement email to say we have received your order. When we (or Amazon) dispatch your order, you will receive an email confirmation from our third-party couriers. At this point we have completed the contract to purchase product(s) that you have ordered.

## **7. DELIVERY OF GOODS**

**7.1** Our delivery service fee ranges from £0.00 - £30.00 and is a standard service to all addresses worldwide. Delivery to some remote areas may not be possible. If you require further information, then email [info@katieslifekitchen.co.uk](mailto:info@katieslifekitchen.co.uk) and we will inform you of any surcharge.

**7.2** We cannot guarantee the time in the day that your order will arrive at the delivery address quoted by you.

**7.3** It is important that your delivery address and instructions are correct as we take no responsibility if your order is not delivered. The courier company will follow the instructions given by you and may try to ring you, on the number you provided when you placed the order, to clarify the delivery address. If no special instructions are provided i.e. leave in a safe place, your order will be left in a place that the courier company deems to be safe. You agree to ensure the safe place is accessible to the courier.

**7.4** If the courier cannot find the safe place or hand over the box to a person at the nominated address the box will be handed to a neighbour or business within a reasonable distance in any direction of the delivery address. If this is not possible then we will not attempt another delivery and due to this default of acceptance, you are obliged to bear all the expenses including damages or losses related to this situation. We are under no obligation to review the general suitability of the safe place.

**7.5** If the courier delivers the food products to your nominated safe place or a place deemed by the courier to be safe, and they are subsequently stolen or damaged we do not accept responsibility. However, at our discretion, we may offer a refund or other compensation.

## **8 CANCELLATION OF YOUR CONTRACT**

**8.1** When entering into the contract you are agreeing to pay a subscription for a set period of time, or an indefinite period of time. Once you've agreed to commit to a programme for a certain amount of time (the Mindful Gut Healing Method programme is a 6 month programme), you will be charged for that period of time only and cancellations are not permitted. You can reinstate your contract at any time after cancellation however, We reserve the right not to reinstate a subscription where We have previously terminated a subscription made by you.

**8.2** Due to an exemption under regulation 27 (1) of the Consumer Contracts (Information, Deactivation and Additional Charges) Regulations 2013, contracts that are subject to goods or products that are fresh, perish or expire rapidly cannot be returned within 14 days of receipt. This does not affect your right to cancel a detailed in 8.1.

## **9. CONTRACT TO PURCHASE VIRTUAL CONSULTANCY SERVICE**

**9.1** All consultancy services selected by you are subject to these Terms and Conditions. If you decide to purchase the virtual consultancy service/ nutritional coaching this is subject to an initial charge and further appointments can be booked at the standard charge quoted at the time of booking.

**9.2** When you request a consultancy session on our website/ through a Calendly link/ through a Typeform link/ through a Zoom link you will be asked to accept these Terms and Conditions by ticking a box at checkout. At this point, you might be asked to fill out a questionnaire. If so, you will receive an email/ message to arrange your appointment at a convenient time, followed by a confirmation email.

**9.3** If you are unable to make the appointment, then 48 hours' notice in writing needs to be given to avoid the loss of your fee already paid (if a fee has been taken) at the time of booking. If less than 48 hours' notice is given then no refund will be available, and a further full fee payment will be required

to secure a future appointment.

**9.4** If you are 15 minutes later than your booked appointment time, the appointment may need to be rescheduled and there will be no further fee payable.

**9.5** We accept no liability for any loss, damage or injury arising as a result of the consultation.

## **10. OUR PRODUCTS**

**10.1** The food images on our website are for illustrative purposes only and may differ in colour, content, weight and size to that ordered.

**10.2** The packaging of our food products may differ to that seen on our website.

**10.3** You are responsible for opening and inspecting the products once they are delivered.

**10.4** You are responsible for storing the products correctly.

**10.5** You are responsible for checking that any food product ordered or any food product that a third party has supplied does not contain an ingredient that you are allergic to.

**10.6** There may be occasions when a product is not available which is outside of our control. We will arrange for a substitute product and will inform you by email, providing you with the opportunity to accept or reject the substitute(s). If we cannot contact you, we will supply the menu you last selected.

## **11. PAYMENT FOR ALL PRODUCTS AND SERVICES**

**11.1** The price of products and delivery charges will be as quoted on our website when your subscription is created, or the product/service is purchased. Payment for all products and services will be by credit or debit card. We accept Debit and Credit cards. These include Mastercard, Visa and AMEX.

**11.2** Payment details are stored securely by a third party to allow recurring payment on future orders of products and services.

**11.3** Product prices and delivery charges are subject to change except for orders already subject to a dispatch confirmation. Prices of our services and products vary, and the cost of our subscription scheme varies dependant on when you signed up. There are (sometimes) deals for students, but these can vary.

**11.4** All subsequent orders subject to a subscription will be the same cost unless the customer changes the content of the order e.g. adds a product (plus delivery costs).

**11.5** Payment for the subscription or product will be processed upon the conformation of the order. If the payment for the product is unsuccessful the product may still be dispatched, and the sale will have occurred.

**11.6** If you are unable to make the consultancy appointment, then 48 hours' notice in writing needs to be given. No refund will be available, and a further payment will be required to secure a future appointment.

**11.7** If you are 15 minutes later than your booked appointment time, the appointment may need to be rescheduled and there will be no further fee payable.

**11.8** For all products and services it is the customer's responsibility to ensure sufficient funds are available to process the payment.

**11.9** If your payment details change it is your responsibility to update the details on the website

through your personal login.

**11.10** If our third-party payment provider has new card details (e.g. your previous card expired or was lost or stolen) these will be updated on our system automatically in order to process future payments on your subscription.

**11.11** If the payment is rejected, We will reattempt to recover the funds owed to Us. If this process is unsuccessful then We reserve the right to recover the debt through engaging a third-party debt collection agency. You will be notified of this process by email to recover the funds. If after 10 days of sending the email the outstanding balance has not been repaid, then interest on the outstanding balance will be charged at a rate of 5% above our bank lending rate at the time the debt became due until the date the payment of the overdue amount is received. You will be responsible for any fees or charges incurred by the third-party debt collection agency.

**11.12** We reserve the right to terminate any services provided by Us when you have an unpaid outstanding balance on your account.

**11.13** If you have signed up to a programme i.e. the Mindful Gut Healing Method programme, which is a 6 month programme. You must fulfil full payment, for example, if you decide to pay on a rolling monthly payment plan, you must complete 6 months and fulfil the total amount payable.

**11.14** Our price, due to inflation can increase at any point throughout the year.

## **12. REFUNDS POLICY**

**12.1** For a refund to be awarded there needs to be a legitimate reason. You will need to prove that item you were charged for was not what you ordered. You will need to inform us within 3 working days of the delivery date of your order.

**12.2** Deposits are non-refundable.

**12.3** All coaching payments are non-refundable.

**12.4** We are not liable if you do not achieve your desired results and a refund is not permitted and will not be granted.

## **13. WARRANTY**

**14.1** Nothing on Our Site constitutes professional advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be obtained **before taking any action relating to nutrition.**

**14.2** We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up to date, but We make no warranties, representations, or guarantees (express or implied) that this will always be the case.

## **15. OUR LIABILITY**

**15.1** Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be lawfully excluded or restricted.

**15.2** Subject to clause 15.1 we shall only be liable to you for the purchase price of the products or services if we fail to comply with these terms and conditions.

**15.3** We are not liable if you do not achieve your desired results and a refund is not permitted and will not be granted.

## **16. HOW YOU MAY USE OUR SITE AND CONTENT (INTELLECTUAL PROPERTY RIGHTS)**

- 16.1** All Content included on Our Site and the copyright and other intellectual property rights in that Content belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 16.2** You may access, view, and use Our Site in a web browser (including any web browsing capability built into other types of software or app) and you may download Our Site (or any part of it) for caching.
- 16.3** You may print off one copy and download extracts of any page(s) from Our Site for personal use. You must not copy any content from our website and use it as your own.
- 16.4** Our status as the owner and author of the Content on Our Site (or that of identified licensors, as applicable) must always be acknowledged.
- 16.5** You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us or Our licensors. This does not prevent the normal access, viewing, and use of Our Site for general information purposes by business users or consumers.
- 16.6** You must ensure that any commentary you post on websites, blogs, social media websites on our products or services represents a fair and balanced opinion. You agree by subscribing to our products and services that we can quote from your responses in any of our social media, advertising and discussion papers.

## **17. COMMUNICATIONS FROM US**

- 17.1** We have your contact details, and We may send you important notices by email from time to time. Such notices may relate to matters including, but not limited to, changes to Our Site, payment details, market conditions, changes in consumer law or changes to these Terms and Conditions. We may post information on our website. You accept that communication with us will mainly be electronic. Notice of any kind will be deemed to have been received immediately when posted on our website or 24 hours after an email has been sent.
- 17.2** We will not send you marketing emails without your express consent. If you do consent to marketing, you may opt out at any time. All marketing emails from Us include an unsubscribe link. If you opt out of emails from Us, it may take up to 72 hours for your request to take effect and you may continue to receive emails during that time.
- 17.3** For questions or complaints about communications for Us, please email [info@klknutrition.com](mailto:info@klknutrition.com)
- 17.4** Any changes will take effect as in 17.1 and such changes will apply to any products or services you order from the point of notification. If you do not agree with the change(s) then you will need to notify us with within 7 working days of receipt by you of the product and services.
- 17.5** Once you've signed up as a customer, you will be added to our emailing list and agree to subscribe to that emailing list which includes emails regarding onboarding and

marketing emails

## **18. TRANSFER OF RIGHTS AND OBLIGATIONS**

**18.1** You may not assign, transfer, charge or otherwise dispose of a contract for products or services or any of your rights or obligations arising under it without our prior written consent.

**18.2** We may assign, transfer, charge, sub-contract or otherwise dispose of a contract at any time during the term of the contract including any of our rights or obligations arising from it.

## **19. EVENTS OUTSIDE OUR CONTROL (FORCE MAJEURE EVENT)**

**19.1** There are events that are outside of our control which can prevent Us from providing our normal service. In these circumstances, we will not be held liable for an event beyond our control as our service will be deemed to be suspended until a solution is found.

The following list is not exhaustive, and We will notify you of any such acts, accidents, events, omissions:

- Transport – unable to use our normal method of transport or other alternatives;
- Natural disasters – epidemic, explosion, subsidence, earthquake, flood, storm, fire;
- Strikes – industrial action, lock outs;
- Civil commotion – threat of war, terrorist attack, riots, invasion;
- Government intervention
- Breakdown of telecommunications

## **20. DISCLAIMER**

**20.1** The advice and guidance given is from Our experiences and evidence-based knowledge on nutritional practises and supplementation protocols. We do not act as a medical professionals or Doctors. Please seek advice from your GP if you have any questions or hesitations regarding the service provided.

**20.2** Holistic and natural approaches are used in Our service.

**20.3** We are not responsible for any reactions you may have.

**20.4** We do hold an MNU Certification from MAC Nutrition

**20.5** You should consult your physician or other healthcare professional before starting the 70-Day Strong programme or any other fitness programme to determine if it is right for your needs. Do not start the 70-Day Strong programme if your physician or healthcare provider advises against it.

## **21. LAW AND JURISDICTION**

**21.1** These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with English law.

**21.2** If you are a consumer, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or to the relationship between you and Us

(whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England.

## **22. WORKING HOURS**

**22.1** Working hours will be Monday – Friday: 9:00AM – 5:00PM. This includes messaging via the Kahunas APP (KLK Nutrition APP). KLK Nutrition is closed on weekends and any messages/emails will be replied to the following week.

## **23. CLOSED DAYS**

**23.1** KLK Nutrition will be closed on the following days:

**23.2** All bank holiday days in the U.K. and the U.S.A

**23.3** KLK Nutrition will be closed for two weeks over Christmas from the 20<sup>th</sup> of December – 2<sup>nd</sup> of January

## **24. SHARING DATA**

**24.1** You are prohibited from sharing APP login details with anyone else

**24.1** If we are notified / find out that your login details have been shared with another individual, your access will be revoked, and you will not be eligible for a refund of any amount.