
**PRIMAL HEALTH LTD
TERMS AND CONDITIONS**

BACKGROUND:

This agreement applies as between you, the User of this Website and Primal Health Ltd, the owner(s) of this Website. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

No part of this Website is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon the relevant membership, service or product being made available to you.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Account”	means collectively the personal information, Payment Information and credentials used by Users to access Material and / or any communications System on the Website;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
“Primal Health Ltd”	means Primal Health Ltd, 2 Ouchthorpe Fold, Outwood, Wakefield WF1 3HR;
“Service”	means collectively any facilities, services or information that Primal Health Ltd makes available through the Website either now or in the future;
“Payment Information”	means any details required for the purchase of memberships, services or products from this Website. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
“Purchase Information”	means collectively any orders, invoices, confirmation emails, receipts or similar that may be in hard copy or electronic form;
“System”	means any online communications infrastructure that Primal Health Ltd makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
“User” / “Users”	means any third party that accesses the Website and is not employed by Primal Health Ltd and acting in the course of their employment; and

“Website” means the website that you are currently using (www.primalacademy.co.uk) and any sub-domains of this site unless expressly excluded by their own terms and conditions.

2. **Age Restrictions**

2.1 The Website as a whole is usable by persons of all ages, however purchases may only be completed by persons over the age of 18 or by persons under that age with the supervision of an adult.

3. **Intellectual Property**

3.1 Subject to the exceptions in Clause 4 of these Terms and Conditions, all Content included on the Website, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Primal Health Ltd, our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

3.2 Subject to Clause 5 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by Primal Health Ltd.

4. **Links to Other Websites**

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Primal Health Ltd or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

5. **Links to this Website**

Those wishing to place a link to this Website on other sites may do so only to the home page of the site www.primalacademy.co.uk without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Primal Health Ltd. To find out more please contact us by email at info@primalacademy.co.uk.

6. **Use of Communications Facilities**

6.1 When using any enquiry form or any other System on the Website you should do so in accordance with the following rules:

6.1.1 You must not use obscene or vulgar language;

6.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

6.1.3 You must not submit Content that is intended to promote or incite violence;

6.1.4 It is advised that submissions are made using the English language(s) as we may be unable to respond to enquiries submitted in any other languages;

- 6.1.5 The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;
- 6.1.6 You must not impersonate other people, particularly employees and representatives of Primal Health Ltd or our affiliates; and
- 6.1.7 You must not use our System for unauthorised mass-communication such as “spam” or “junk mail”.
- 6.2 You acknowledge that Primal Health Ltd reserves the right to monitor any and all communications made to us or using our System.
- 6.3 You acknowledge that Primal Health Ltd may retain copies of any and all communications made to us or using our System.

7. Accounts

- 7.1 In order to purchase memberships, services or products on this Website you are required to create an Account which will contain certain personal details and Payment Information which may vary based upon your use of the Website as we may not require payment information until you wish to make a purchase. By continuing to use this Website you represent and warrant that:
 - 7.1.1 all information you submit is accurate and truthful;
 - 7.1.2 you have permission to submit Payment Information where permission may be required; and
 - 7.1.3 you will keep this information accurate and up-to-date.Your creation of an Account is further affirmation of your representation and warranty.
- 7.2 It is recommended that you do not share your Account details, particularly your username and password. Primal Health Ltd accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.
- 7.3 If you have reason to believe that your Account details have been obtained by another without consent, you should contact Primal Health Ltd immediately to suspend your Account. Please be aware that due to the instantaneous nature of Material delivery, pending or completed purchases cannot be cancelled.
- 7.4 When choosing your username you are required to adhere to the terms set out above in Clause 6. Any failure to do so could result in the suspension and/or deletion of your Account.

8. Termination

- 8.1 Either Primal Health Ltd or you may terminate your Account. If Primal Health Ltd terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.
- 8.2 If Primal Health Ltd terminates your Account, you retain the right to use the memberships, services or products purchased from us.
- 8.3 If you terminate your Account, you do not retain the right to use the memberships, services or products purchased from us.
- 8.4 Primal Health Ltd reserves the right to cancel purchases without stating reasons, for any reason prior to processing payment and granting access to the Memberships, services or products.

9. **Memberships, Pricing and Availability**

- 9.1 Whilst every effort has been made to ensure that all representations and / or descriptions of the memberships, services or products available from Primal Health Ltd correspond to the actual memberships, services or products, Primal Health Ltd is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part.
- 9.2 Where appropriate, you may be required to select the required sizes or quantities of the memberships, services or products that you are purchasing.
- 9.3 Primal Health Ltd does not represent or warrant that such memberships, services or products will be available. Memberships, services or products may be temporarily unavailable due to problems with the service, maintenance or similar. Alternatively, memberships, services or products that are no longer available may remain referenced on the Website for a short time before removal.
- 9.4 All pricing information on the Website is correct at the time of going online. Primal Health Ltd reserves the right to change prices and alter or remove any special offers from time to time and as necessary.
- 9.5 In the event that prices are changed during the period between an order being placed for Material and Primal Health Ltd processing that order and taking payment, you will be contacted prior to your order being processed with details of the new price;
- 9.6 All prices on the Website include VAT. Primal Health Ltd VAT number is 167 779 936.
- 9.7 Payments may be taken via various intermediaries which may include but is not limited to Stripe Payments Europe Ltd.

10. **Refunds Policy**

Primal Health Ltd aims to always provide high quality memberships, services and products that are fault free. On occasion however, there may occur faults. Refunds are governed by these Terms and Conditions:

- 10.1 These Terms and Conditions cover only faults that impair the use of the membership, service or product.
- 10.2 If you change your mind and decide that you no longer require the Membership, service or product you have purchased, refunds will be available at the exclusive discretion of Primal Health Ltd management.
- 10.3 In the event that the incorrect membership, service or product is purchased due to an error on the part of Primal Health Ltd, you should inform us immediately and must inform us within 24 hours of the purchase in order to receive a refund equal to the purchase price of the relevant membership, service or product. Any notification received outside of this time period is at the exclusive discretion of Primal Health Ltd management.
- 10.4 If you wish to request a refund for any of the above reasons, please contact us using email address info@primalacademy.co.uk to make the appropriate arrangements.

11. **Privacy**

- 11.1 Use of the Website is also governed by our Privacy Policy which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please follow the link from the website.

12. **Disclaimers**

- 12.1 Subject to the Terms and Conditions above, Primal Health Ltd makes no warranty or representation that the memberships, services or products available for purchase will meet your requirements, that they will be of satisfactory quality or that they will be fit for a particular purpose. We make no guarantee of any specific results from the use of our Services.
- 12.2 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- 12.3 No part of this Website is intended to constitute a contractual offer capable of acceptance.
- 12.4 Whilst Primal Health Ltd uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

13. **Changes to the Service and these Terms and Conditions**

Primal Health Ltd reserves the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If Primal Health Ltd is required to make any changes to Terms and Conditions relating to sale of goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

14. **Availability of the Website**

- 14.1 The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 14.2 Primal Health Ltd accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

15. **Limitation of Liability**

- 15.1 To the maximum extent permitted by law, Primal Health Ltd accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.
- 15.2 Whilst every effort is made to keep viruses and similar malicious software or code out of Content, Material, Systems and Services provided by Primal Health Ltd, Primal Health Ltd accepts no liability for any damage done by such elements. Users bear the responsibility of ensuring adequate virus protection for their own systems and are advised to make regular and frequent back-ups.
- 15.3 Nothing in these Terms and Conditions excludes or restricts Primal Health Ltd’s liability for death or personal injury resulting from any negligence or fraud on the part of Primal Health Ltd.
- 15.4 Nothing in these Terms and Conditions excludes or restricts Primal Health Ltd’s liability for any direct or indirect loss or damage arising out of the

incorrect delivery of Material or out of reliance on incorrect information included on the Website.

- 15.5 Whilst every effort has been made to ensure that these Terms and Conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

16. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

17. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

18. Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Primal Health Ltd.

19. Communications

19.1 All notices / communications shall be given to us either by post to our Premises (see address above) or by email to info@primalacademy.co.uk. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

19.2 Primal Health Ltd may from time to time send you information about our products and/or services. If you do not wish to receive such information, please click on the unsubscribe link contained within the email.

20. Law and Jurisdiction

These Terms and Conditions and the relationship between you and Primal Health Ltd shall be governed by and construed in accordance with the Law of England and Wales and Primal Health Ltd and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.