Terms and Conditions for Working with Jane Pangbourne & Menopausal Not Mad

Please read these Terms and Conditions ("Agreement") carefully before booking with or working with Jane Pangbourne or Menopausal Not Mad ("The Company")

*Any associate of Jane Pangbourne or Menopausal Not Mad is responsible for their own terms and they have no responsibility for such.

This Agreement sets forth the legally binding terms and conditions for your interaction with us.

1. Acceptance of Terms

By accessing or using our services, you agree to be bound by this Agreement. If you do not agree to these terms and conditions, you may not access or use our services or products.

2. Membership

Eligibility: To become a member of our free or paid subscription groups, take one of our courses, access our resources or to work with us 1:1, you must be at least 18 years old or the legal age of majority in your jurisdiction. By agreeing to work with us, you represent and warrant that you meet these eligibility requirements.

Membership Registration Information: You agree to provide accurate and complete information when registering for any service or promotion with us or via one of our associates. It is your responsibility to keep your registration information up to date to ensure ongoing access. You are responsible for this but please contact support@menopausalnotmad.co.uk with any queries.

Username and Password: You may be provided with a username and password for the purpose of accessing resources. You are responsible for maintaining the confidentiality of your username and password and for any activities or actions under your account.

3. Subscription Fees and other Payments

Subscription Fees:

If access to our services requires payment of a subscription or other fee, the amount will be specified at the time of registration or as communicated subsequently, and it is your responsibility to ensure payment is made on time. Any non-payment will be advised to you by us. You will then have 7 days in which to make such payment, after which time, your subscription will be cancelled with no refund due.

Payments: All fees must be paid in full, in the currency specified. Payments can be made using the available payment methods provided. You agree to provide accurate billing and payment information and authorise us or our payment processor to charge the fee using the selected payment method.

Renewals and Cancellations:

A subscription and payment by instalments, will automatically renew at the end of each billing cycle.

You may cancel a subscription at any time, but no refunds will be provided for any unused portion of your subscription which includes any portion of an annual subscription paid in advance.

If you pay for our services by instalments, this is **not** a subscription and full payment is due regardless of whether you remain on programme.

In all cases of instalment payments, instalments are due as agreed and if you leave the programme for any reason, before the programme completion date; the full balance is due within 7 days of your exit from the programme.

In the case of consultations - Cancellations must be advised no less than 2 working days (Monday - Friday U.K. time) prior to the planned appointment date and will incur a £10.00 administrative fee to cover fees and admin.

Any cancellations for any reason, giving less than the above notice, or any nonattendances are non-refundable as the time has been unavailable for others to book and cost us admin fees and lost revenue.

*U.K. bank holidays are not considered to be working days

If you are late for your appointment it will be considered a cancellation, and no refund will be due.

Any refunds will incur a fee of £10.00

All fees are inclusive of UK VAT at 20% VAT number: GB436628575

If you are UK VAT registered and require a VAT receipt please email: support@menopausalnotmad.co.uk

4. User Responsibilities

Compliance with Laws: You agree to comply with all applicable laws and regulations while using our services. You will not use our community or services for any illegal, harmful, defamatory or unauthorised purposes.

Prohibited Conduct: You shall not engage in any conduct that may disrupt or interfere with the proper functioning of our free or paid products or services, including

but not limited to defamatory behaviour or uploading or transmitting viruses, malware, or any other harmful code.

User Content: You are solely responsible for any content you contribute to our programmes, community or online forums, including comments, posts, and messages. You grant us a non-exclusive, worldwide, royalty-free license to confidentially use, copy, reproduce, modify, distribute, display, and perform any content you provide in connection with the group.

5. Our Commitment to You

Scope of Service Commitment

The Company commits to providing all services to the client in accordance with the terms outlined in this agreement.

Quality Standards

Our services shall be performed in a professional manner with open communication at all times.

Timelines

The Company commits to delivering services within the agreed-upon timeframe specified for each individual service. Any delays shall be communicated promptly to the client along with a revised timeline for completion.

Response Time

The Company commits to responding to client inquiries, requests, or issues within 48 hours during normal UK business hours.

<u>Availability</u>

The Company commits to making reasonable efforts to maintain the availability of services during the term of the service, subject to any scheduled maintenance or unforeseen circumstances.

Compliance

The Company commits to complying with all applicable laws, regulations, and industry standards relevant to the provision of the services.

Customer Satisfaction

Client satisfaction is paramount. The Company commits to addressing any concerns or issues raised by the client promptly and effectively, with the goal of ensuring a positive overall experience.

6. Intellectual Property

Ownership: All intellectual property rights relating to our trademarks and content, including but not limited to text, graphics, logos, and software, are owned by, or licensed to us.

Restrictions: You may not reproduce, distribute, modify, create derivative works of, publicly display, or otherwise use any of the intellectual property without our prior written consent.

7. Termination

We reserve the right to suspend or terminate your access to our services at any time, without prior notice, as a result of any violation of this Agreement and no refund will be due if this is relevant.

For clarity, we reserve the right to terminate any free or paid agreement with any person who behaves in a negative or unacceptable manner, including defamatory behaviour online, in writing, verbally or in person.

In such cases, legal action may be taken, and no refunds will be offered for termination of any subscriptions or payments.

8. Disclaimer of Warranties

Our online communities are provided on an "as is" and "as available" basis. We do not warrant that they will be error-free, secure, or uninterrupted. We will aim to ensure the safety and integrity of such, but your use of our communities is at your own risk.

9. Limitation of Liability

We will do all possible to ensure the safety and integrity of all our services and communities, but to the maximum extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of such, or any guidance given, even if advised of the possibility of such damages.

10. Indemnification

You agree to indemnify and hold us harmless

If you have any problems with our services please email: support@menopausalnotmad.co.uk