

**Newson Health Limited**  
**Website Terms and Conditions of Use**

Welcome to Newson Health Menopause and Wellbeing Centre. Below are the terms and conditions of use for our Website (defined below).

**Please note that the content of the Website is not intended in any way to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your doctor or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read within our content. If you think you may have a medical emergency, speak to your doctor or contact the emergency services immediately.**

**IMPORTANT NOTICE**

**USE OF THE WEBSITE: BY USING OUR WEBSITE, YOU CONFIRM THAT YOU ACCEPT THESE TERMS AND THAT YOU AGREE TO COMPLY WITH THEM. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE OUR WEBSITE.**

**You should PRINT a copy of these Terms for future reference or email a copy to yourself.**

**1 About our terms**

- 1.1 These terms and conditions of use (**Terms**) explain how you may use this website and any of its content (**Website**). These Terms apply between Newson Health Limited (**we, us or our**) and you, the person accessing or using the Website (**you or your**).
- 1.2 You should read these Terms carefully before using the Website. By using the Website or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Website immediately.
- 1.3 These Terms apply to any parts of the Website, its functionality and content provided to you free of charge for information purposes only.
- 1.4 If you order any services from the Website, separate terms and conditions will apply as set out here [www.newsonhealth.co.uk/policies](http://www.newsonhealth.co.uk/policies).

**2 About us**

- 2.1 We are Newson Health Limited, a company registered in England and Wales under company registration number **11106782**. Our registered office is at **Winton House, Church Street, Stratford-Upon-Avon, Warwickshire, United Kingdom, CV37 6HB**.

2.2 If you have any questions about the Website, please contact us by:

2.2.1 sending an email to: [info@newsonhealth.co.uk](mailto:info@newsonhealth.co.uk) or

2.2.2 calling us on 01789 595004 (our telephone lines are open Monday to Friday: 9 am to 5 pm).

We will endeavour to respond within 48 hours or 2 working days though cannot guarantee this response time.

### **3 Our Rights And Responsibilities**

3.1 We own and operate the Website. We will use reasonable endeavours to keep the technology powering the Website operational, allowing for appropriate maintenance windows and acknowledging that a certain amount of unscheduled downtime is inherent in web-based content.

3.2 All warranties which would otherwise be implied into these Terms by operation of law are excluded to the fullest extent permitted.

3.3 We may add or remove features from the Website from time to time.

3.4 We do not warrant or accept any responsibility for the accuracy or completeness of the content or related information provided on the Website.

3.5 The Website is for guidance and information purposes only and all content provided on the Website is not intended to amount to medical advice on which reliance should be placed. We do not have knowledge of your specific state of health and although the content is intended to provide general information which may be of interest to you, we cannot guarantee that the content is suitable for your personal health and symptoms. The content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your doctor or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read within the content. If you think you may have a medical emergency, call your doctor or the emergency services immediately. We do not recommend or endorse any specific tests, doctors, products, procedures, opinions, or other information that may be mentioned within the content. We therefore disclaim all liability and responsibility arising from any use of, or reliance on, any content by you.

3.6 Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content is accurate, complete or up to date. We will update and maintain the content on the Website as we deem necessary from time to time.

3.7 You must obtain professional or specialist advice before taking or refraining from any action on the basis of the content on our Website.

### **4 Your Responsibilities Generally**

4.1 You must be 18 years or older to use the Website.

- 4.2 The Website is for your use only.
- 4.3 You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Website.
- 4.4 You are responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.
- 4.5 We make no promise that the Website is appropriate or available for use in locations outside of the UK. If you choose to access the Website from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.
- 4.6 We try to make the Website as accessible as possible. If you have any difficulties using the Website, please contact us using the contact details at the top of this page.

## **5 Acceptable Use Of The Website**

- 5.1 You must **not**:
  - 5.1.1 use the Website in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Website or any operating system;
  - 5.1.2 infringe our intellectual property rights or those of any third party in relation to your use of the Website including by the submission of any material (to the extent that such use is not licensed by these Terms);
  - 5.1.3 transmit any material that is illegal, fraudulent, defamatory, offensive or otherwise objectionable in relation to your use of the Website;
  - 5.1.4 use the Website to provide, or purport to provide medical advice;
  - 5.1.5 use the Website in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
  - 5.1.6 collect or harvest any information or data from the Website or our systems or attempt to decipher any transmissions to or from the servers running the Website;
  - 5.1.7 misuse or attack our Website by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack); or
  - 5.1.8 attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website.
- 5.2 We may prevent or suspend your access to the Website if you do not comply with these Terms or any applicable law.



## **6 Your privacy and personal information**

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy available at [www.newsonhealth.co.uk/our-privacy-policy](http://www.newsonhealth.co.uk/our-privacy-policy), which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

## **7 Ownership, use and intellectual property rights**

7.1 The intellectual property rights in the Website and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Website (**Content**) are owned by us and our licensors.

7.2 We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.

7.3 Nothing in these Terms grants you any legal rights in the Website or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Website or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Website or the Content.

7.4 Trade marks: Newson Health, Newson Health and Menopause Centre, Newson Health Research and Education and balance are trade marks. Other trade marks and trade names may also be used on the Website or in the Content. Use by you of any trade marks on the Website or in the Content is strictly prohibited unless you have our prior written permission.

## **8 Submitting information to the Website**

8.1 While we try to make sure that the Website is secure, we do not actively monitor or check whether information supplied to us through the Website is confidential, commercially sensitive or valuable.

6.2 Other than any personal information which will be dealt with in accordance with our Privacy Policy, we do not guarantee that information supplied to us through the Website will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

## **9 Accuracy of information and availability of the Website**

9.1 We try to make sure that the Website is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Website will be fit or suitable for any purpose. Any reliance that you may place on the information on the Website is at your own risk.

- 9.2 We may suspend or terminate access or operation of the Website at any time as we see fit.
- 9.3 Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances **and should not be relied upon as medical advice**. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Website and its Content. **Please seek the advice of your GP or a qualified medical professional in relation to any medical issues or queries you may have.**
- 9.4 While we try to make sure that the Website is available for your use, we do not promise that the Website will be available at all times or that your use of the Website will be uninterrupted.

## 10 Hyperlinks and third party websites

The Website may contain hyperlinks or references to third party advertising and websites other than the Website. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third-party website and is at your own risk.

## 11 Limitation on our liability

- 11.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms, both we and you knew it might happen.
- 11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- 11.3 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 11.4 We only supply the Website, for domestic and private use. You agree not to use the Website, for any commercial, business or re-sale purpose and we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 12. We Are Not Responsible For Viruses and You Must Not Introduce Them

- 12.1 We do not guarantee that the Website will be secure and free from bugs or viruses.
- 12.2 You are responsible for configuring your information technology, computer programmes, device and platform in order to access the Website. You should use your own virus protection software.

### **13 Events beyond our control**

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control, including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; flood, fire, explosion or accident; or epidemics or pandemics.

### **14 Rights of third parties**

No one other than a party to these Terms has any right to enforce any of these Terms.

### **15 Variation**

- 15.1 No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 15.
- 15.2 We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Website and by continuing to use and access the Website following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

### **16 Disputes**

- 16.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at the top of this page.
- 16.2 If a dispute cannot be resolved using our complaint handling procedure or you are unhappy with the outcome, you may want to use alternative dispute resolution (**ADR**). ADR is a process for resolving disputes between you and us that does not involve going to court.
- 16.3 You can submit your dispute to the London Arbitration Centre by going to <http://www.londonarbitrationcentre.com/>. London Arbitration Centre is the ADR provider we use and is approved by the government to provide ADR services.

### **17 Other Important Terms**

- 17.1 These Terms and the documents referred to in them contain the whole of the agreement between you and us relating to the Website.
- 17.2 No representation or other pre-contractual statement will have any legal effect unless (and solely to the extent that) it is repeated in these Terms.
- 17.3 These Terms are the terms of a contract whereby we provide you with access to our Website. Nothing in these Terms will create any relationship of partnership, agency or employment between us.

- 17.4 No waiver of any of these Terms will be valid unless we agree it in writing.
- 17.5 These Terms and all non-contractual obligations arising out of or in connection with them are governed by English law and subject to the exclusive jurisdiction of the English courts.