

## **LOSE FAT AROUND THE MIDDLE (LFAM) TERMS & CONDITIONS**

### **Contact information**

**Our head office postal address is:**

10 Orwell Road

Rathgar

Dublin 6

You can telephone us on **01 4020777** for any general enquiries.

Please note: we may record calls for training and quality purposes.

### **LFAM course fees**

For attending the 12 week course, prices as follows:

1. Full payment in advance of course: €325
2. Deposit of €60 advance, €265 at first class

### **Discounts**

The following discounts are available on full advance payment only:

10% discount for previous participants of the Lose Fat Around The Middle course

10% discount for full time students. Student card must be shown at first class

10% discount for unemployed. Proof of unemployed status must be provided at first class

### **Copyright and usage**

All course content design, text, graphics, the selection and arrangement thereof are Copyright © Lose Fat Around the Middle, unless individually credited. ALL RIGHTS RESERVED.

The LFAM logo is a trademark of Glenville Nutrition together with other devices and words and should not be used in any other site's material. It may be registered in certain parts of the world.

### **Privacy policy**

At LFAM we are dedicated to protecting your privacy. Below we set out our privacy policy which will govern the way in which we process any personal information that you provide to us. We will notify you if the way in which we process your information is to change at any time.

### **Security measures**

At LFAM we understand the value of security and have implemented security policies, rules and technical measures to protect the personal data that we have under our control from unauthorised access, improper use and disclosure, unauthorised destruction or accidental loss.

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We cannot guarantee the effectiveness of such measures and exclude liability in the event of loss of data.

### **Disclosure of information**

In the unlikely event that a liquidator, administrator or receiver is appointed over us or all or any part of our assets that insolvency practitioner may transfer your information to a third party purchaser of the business provided that purchaser undertakes to use your information for the same purposes as set out in this policy. We undertake not to provide your personal information to third parties save in accordance with this policy. Your information will not be disclosed to government or local authorities or other government institutions save as required by law or other binding regulations.

### **Disclaimer of warranty and liability**

LFAM course attendance is not intended as a substitute for any advice or treatment prescribed by a doctor. Information given here should not be used for diagnosing or treating a health problem. If you have a medical condition which may be adversely affected by exercise you should consult your doctor before following any exercise information given here.

This course is intended for use by those over the age of 18 years. No one under that age should carry out any activity whatsoever based on the information on this website. People under 16 can join the LFAM course with a note from their GP.

The following provisions may be curtailed or disallowed by the laws of the country in which the person attending the LFAM course is situated. In such case, the terms hereof are to be read as excluding or limiting such term so as to satisfy such jurisdiction.

The information provided on the LFAM course has not been written to meet your individual requirements and it is your sole responsibility to satisfy yourself prior to ordering any products or services from us that they are suitable for your purposes.

Neither we nor any of our employees or affiliated entities will be liable for any kind of damages and howsoever arising including, without limitation, loss of profits, compensatory, consequential, direct, exemplary, incidental, indirect, punitive or special, damages or any liability which you may have to a third party, even if we have been advised of the possibility of such loss.

These terms and this disclaimer and any claim based on use of information from this website shall be governed by the laws of Ireland and you agree to submit to the non-exclusive jurisdiction of the Courts of Ireland.

### **Course information**

#### **Money-back guarantee**

To be entitled to receive a refund up to the amount that you have paid for the course, excluding the cost of course material received, the following conditions must be met

- At your initial assessment on week 1 of the course
  - you must have a body fat percentage greater than the acceptable range confirmed during your initial assessment in week 1
  - Your waist:hip ratio must be greater than 0.9 for a woman and 1.0 for a man

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- Your waist:height ratio must be outside of the recommended range i.e. your waist must be greater than 50% of your height
- Your waist circumference must be greater than 36 inches for a woman or 40 inches for a man
- Your BMI must be greater than 30
- You must not be diagnosed with or being treated for any medical or other condition that may influence your ability to lose weight
- You must have fully attended all 12 classes of the course
- You must have followed the meal plans and other recommendations made on the course, including recommendations made in the presentation material, hand outs, meal plans and recipes and specific recommendations made to you by the course Nutritionist
- You must have completed the weekly food and exercise diaries every week, reviewed these with the Course Nutritionist on a weekly basis and taken the steps specifically recommended by the Course Nutritionist

You will not be entitled to receive your money back if at any stage during the course

- You have felt or reported any improvements in energy, general wellbeing or health
- Any of the measurements taken during the course, including the measures mentioned above and also including weight, have improved in any way

To be entitled to apply for a refund you must

- have raised your dis-satisfaction with your results or about the course verbally and on a one to one basis with your Course Nutritionist, identifying specific issues, no later than the fourth week of the course.
- send a registered letter to Head Office, to be received no later than week 6 of the course, stating your dissatisfaction and identifying specific issues
- assert your right to a money-back guarantee both verbally to your Course Nutritionist by week 10 of the course and in a registered letter to Head Office no later one week after week 12 of the course

### Your right to cancel your course attendance

If you sign up to a LFAM course you have a short "cooling off period" when you have the right to cancel your commitment. The right finishes 7 days after your initial payment has been made. If you cancel your commitment after this cooling off period you are not entitled to any refund. However, you may be allowed to pause your commitment and resume at a later date, see below. This is at the discretion of Head Office.

### Non-payment of outstanding course fees

If you fail to meet the payment schedules agreed at the time of booking, you will not be reimbursed for any payments made and you will no longer be permitted to attend the course, from the time any payment is missed.

### Pausing LFAM course attendance

In exceptional circumstances, course attendance can be paused and resumed at a later date during the first 4 weeks of the course. To transfer to a later course, an administrative fee of €45 must be paid at the time of commencing the later course.

To request a pause, please talk to your Course Nutritionist

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### **Supplement Ordering agreement**

By placing a supplement order whilst on the LFAM course, you are confirming that all goods ordered by you are for your own private and domestic use only. LFAM course supplements are not supplied on a sale or return basis.

### **Returns**

LFAM Goods can only be accepted for return in the following circumstances:

Incorrect supply by the Course Nutritionist

The requirement to return goods must be notified to the Course Nutritionist immediately upon receipt of the goods.

Returns not notified to the Course Nutritionist within three days of receipt of the goods will not be accepted.

### **Personal information and how it is used**

All information supplied to us by you will be utilised in a manner compliant with our obligations under the Data Protection Act 1998.

To join a LFAM course we request the following personal information: first name, surname, email address, current weight, current height, health details including details of any medication you are taking and food preferences. This information, and any personal information received thereafter, is used for the purpose of personalising your experience of the LFAM course. You should ensure this information is accurate and we would refer you to the section headed 'Disclaimer' above.

### **Medical policy**

The LFAM course and all associated services are not intended as a substitute for any advice or treatment prescribed by a doctor.

It is the responsibility of each LFAM course attendee to ensure that there are no medical reasons why they should not embark upon this weight management programme. If in any doubt at all, a health professional's advice should be sought.

The LFAM medical policy is:

- LFAM is not available to members under the age of 18.
- Anyone who has any medical problems, is taking any medication, is pregnant or breast-feeding must disclose this information during registration.
- LFAM attendees with diabetes or coeliac disease will be able to benefit fully from LFAM and should always incorporate the advice given by their care team or GP.

If you have a medical condition which may be adversely affected by exercise you should consult your doctor before following any exercise information given. It is required that each LFAM attendee takes personal responsibility for themselves when doing any exercise which has been advised by LFAM or their representative, either at or outside the group. If at any time while exercising a LFAM attendee

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feels any ill effects then they must stop doing the exercise and it is advisable that they check this out with their doctor.

We always recommend members follow the medical and any dietary advice they have been given by their doctor or other health professional.