

WEBSITE DISCLAIMER

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The website www.thecreateapproach.co.uk ("**the Website**") is owned and operated by Kelly Sherman T/AS The Create Approach Ltd, their officers, employees or agents ("**we, our, us**").

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For the purposes of this Disclaimer, the definition of Website shall include our other online platforms and social media channels.

We reserve the right to make changes or revisions to this Disclaimer or our Website without notice.

The content of this Website is protected by copyright. No portion of this Website may be copied or replicated in any form without our express written consent.

Any queries concerning the content of this disclaimer should be addressed to kelly@thecreateapproach.co.uk

Website Use

1. By accessing this Website, you agree that you are 18 years or older and have the mental and legal capacity to enter into and abide by the terms of this Disclaimer.
2. The information contained within this Website is for general information and /or educational purposes only.

It is presented solely for general informational, educational, and entertainment purposes. The use of information or materials linked from this website is at the user's own risk. It is not intended as a substitute for the advice of a physician, professional coach, psychotherapist, or other qualified professional, diagnosis, or treatment. Users should not disregard or delay in obtaining medical advice for any medical or mental health condition they may have and should seek the assistance of their healthcare professionals for any such conditions.

3. Whilst every endeavour is made to keep the information up-to-date and correct, no representations of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Website or the information contained therein, or its products or services for any purpose, are made and all warranties are excluded to the fullest extent permitted by law.

4. Any reliance you place on any information relating to health (physical, social, emotional and mental) and fitness provided on our Website is strictly at your own risk and you must take full responsibility for any consequences or effects your use of any information may have on your health or your body. We are not registered health or medical practitioners and we do not provide any medical advice or undertake any assessment of your health or physical condition and in no event will we be liable for any loss or damage, whether direct or indirect, arising out of, or in connection with, the use of the Website or social media and the information or contents therein, or any products or services purchased therefrom. We are also not qualified counsellors, psychotherapists or other mental health professionals.

Any reliance you place on any such information is strictly at your own risk. In no event will we be liable for any loss or damage, whether direct or indirect, arising out of, or in connection with, the use of the Website, social media and the information or contents therein, or any products or services purchased therefrom.

5. By agreeing to opt-in to receive content distributed by us, or by accessing our Website you accept that nothing on the Website or distributed via email is intended to take the place of a personal consultation with us concerning your specific business, legal, wellness or health related issue.
6. By using the Website, you accept that any access to the Website and use of any content or information contained therein, or links to any third-party sites or resources is done wholly at your own risk.
7. By using the Website and accessing the information and content contained therein you agree to fully indemnify us, our agents, or other parties associated with us, from any causes of action, damages, losses, costs or expenses howsoever incurred as a result of your use of our Website.
8. Through the Website you are able to link to other Websites and resources which are not under our control. We have no control over the nature, content, and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.
9. Every effort is made to keep our Website up and running smoothly. However, we take no responsibility for, and will not be liable for, the Website being unavailable due to technical issues beyond our control.
10. We will attempt to monitor comments and posts made by third parties and users as often as possible and shall deal with anything objectionable or offensive in the manner that we deem appropriate and in reasonable time. We shall not be held responsible for material posted by a third party outside of our control. Should you, as a user of our Website, see anything objectionable or offensive posted by a third party you agree to notify us as soon as practicable and to not take any action against us based upon that third-party content.
11. We do not assume any liability for any use of the Website whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
 - 11.1 Loss of profits;
 - 10.2 Loss of sales or business;
 - 10.3 Loss of agreements or contracts;
 - 10.4 Loss of anticipated savings;
 - 10.5 Loss of use or corruption of software, data or information;
 - 10.6 Loss or damage to goodwill;

10.7 Any indirect or consequential loss.

10.8 Impact on mental health

12. Nothing in this Disclaimer or in our Website Terms of Use document shall exclude or limit our liability for:

12.1 Death or personal injury caused by negligence;

11.2 Fraud or misrepresentation;

11.3 Any liability which cannot be excluded or limited under law.

13. No liability is accepted for any claim arising from your reliance upon or use of any of the information or content provided via the Website, social media or by email, whether or not payment is made for the use of that content or information, or use of, or reliance upon any products or services purchased or provided.

14. No liability is accepted for any damages incurred as a result of your reliance or use of information contained within the Website, social media or provided by email, which is written by a third party, whether endorsed by us or not. Use or reliance upon that information is strictly at your own risk.

15. Where testimonials are used within the Website, social media or in emails, these testimonials are not to be considered as a guarantee that you will experience the same or similar results or experience.

16. If any provision or part-provision of this Disclaimer, our Website Terms of Use document and /or our Privacy Notice is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part- provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paraphrase shall not affect the validity and enforceability of the rest of this Disclaimer, the Website Terms of Use, and/or the Privacy Notice.

17. Your use of the Website constitutes full and complete acceptance and agreement to this Disclaimer and the Terms of Use and Privacy Notice documents referred to above and displayed on the Website.

18. This Disclaimer along with the Terms of Use document and Privacy Notice documents shall be governed and construed in accordance with the laws of England and by your use of the Website you agree to the non-exclusive jurisdiction of those Courts.