

Terms & Conditions of The Coach House Madeira

1. Acceptance of Terms and Conditions and Amendments

In return for allowing you access to this website, I require you to accept the terms and conditions of use set out in this notice. If you are not prepared to agree to these terms then you must immediately leave this website and you may not use or access our services or our site's facilities. These terms may be modified by me from time to time and are available here and together with the privacy policy govern my relationship with you in relation to this website. Access to this website is free and you access and use it entirely at your own risk. This site is provided on an 'as is' and 'as available' basis. I accept no liability in respect of your inability to access or use the site at any time, nor for any failure to complete any transaction. The Coach House Madeira does not warrant that the site is free from computer viruses or other properties that may cause loss or damage. The Coach House Madeira does not accept any liability for any losses or claims arising from the downloading of viruses, or from the loss, corruption or other adverse effects to material that is downloaded or to any programs or data already on your own computer, nor for any web site browser incompatibility problems. I accept no liability for breaches of security arising out of intentional and/or unauthorised attempts to access this site, for example, by computer hackers.

2. My responsibilities

After contacting me and sending me the registration form it is my responsibility to get in touch with you and after having a discussion about your goals, we can start your online personal training. It is my job to design an Online Training Programme specifically for you, a nutritional audit and diet plan, and to deliver 24/7 online training and nutritional coaching. I will look after your exercise regime, diet. I communicate with you from start to end on a weekly basis. My intention is to build a long-term connection with my clients. The means of communication are phone, zoom, e-mail etc.

3. Your Responsibilities and Registration Obligations

In order to use this service, you must register and agree to provide truthful information when requested. When registering, you explicitly agree to these Terms and Conditions.

4. Privacy Policy

Registration data and other personally identifiable information that I may collect is subject to the terms of our Privacy Policy.

5. Registration and Password

You may browse my website without registering but will need to register to become an online client via this website.

When you become an online client your username will be your valid email address and you will be asked to input a password.

You are responsible for all actions taken under that username, whether by you or any other person. It is your responsibility to keep your username and password safe. You should not disclose or transfer your username or password to any other person and you must notify me immediately if you become aware of any unauthorized use of your username or password.

You warrant, represent and undertake that any information, which you provide when you register as a user, shall be up-to-date, true and accurate in all respects, and you agree to notify us immediately of any changes to such information.

You are responsible for maintaining the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorized or unauthorized by you. You agree to immediately notify me of any unauthorized use of your registration, user account or password.

In order to access the contents of this site, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the site. You agree that any information you provide will always be accurate, correct, and up to date.

6. Payment

Users may refer to PayPal's Acceptable Use Policy. The Coach House Madeira will co-operate fully with PayPal. You are supposed to pay the fee either monthly (3 months) or the whole amount at the beginning of the course.

7. Your Conduct

You explicitly agree, in using this website or any service provided, that you shall not:

Provide any content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortious, defamatory, libellous, vulgar, obscene, offensive, objectionable, pornographic, designed to or does interfere or interrupt this website or any service provided, infected with a virus or other destructive or deleterious programming routine, give rise to civil or criminal liability, or which may violate any applicable local, national or international law;

Impersonate or misrepresent your association with any person or entity, or forge or otherwise seek to conceal or misrepresent the origin of any content provided by you;

Collect or harvest any data about other users;

Provide or use this website and any content in a manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising without our prior written consent;

Provide any content that may give rise to our civil or criminal liability or which may constitute or be considered a violation of any local, national or international law, including but not limited to laws relating to copyright, trademark, patent, or trade secrets;

Infringe on any copyrights or intellectual property rights.

8. Limitation of Liability

You expressly understand and agree that I shall not be liable for any direct, indirect, special, incidental, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible loss resulting from or arising out of; (I) The use of or the inability to use the Service; (II) The cost to obtain services resulting from any transaction entered into on or through this Service; (III) Unauthorized access to or alteration of your data transmissions; (IV) Statements of conduct of any third party on the Service, or; (V) Any other matter relating to the Service. In some jurisdictions, it is not permitted to limit liability and therefore such limitations may not apply to you.

9. Reservation of Rights

I reserve all of our rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary rights that we may have in our website, its content, and the goods and services that may be provided. The use of our rights and property requires our prior written consent. I am not providing you with any implied or express licenses or rights by making services available to you and you will have no rights to make any commercial uses of our website or service without our prior written consent.

10. Applicable Law

These terms of use, legal relations made via this site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with English law and you agree that the English courts will have exclusive jurisdiction for any dispute under this agreement.

11. Miscellaneous Information

(I) In the event that these Terms and Conditions conflict with any law under which any provision may be held invalid by a court with jurisdiction over the parties, such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of these Terms and Conditions will remain valid and intact; (II) The failure of either party to assert any right under these Terms and Conditions shall not be considered a waiver of any that party's right and that right will remain in full force and effect; (III) You agree that without regard to any statute or contrary law that any claim or cause arising out of this website or its services must be filed within one (1) year after such claim or cause arose or the claim shall be forever barred; (IV) I may assign my rights and obligations under these Terms and Conditions and I shall be relieved of any further obligation.