

PRIVACY STATEMENT

Safeguarding online privacy is taken very seriously at Tor Nutrition. This statement sets out what information may be collected from you, how it may be used, and your rights in respect of the use and the key details of the privacy policy.

From time to time, the privacy policy may need to change due to changes in the organisation, legislation, or in an attempt to serve your needs better. Reasonable efforts will be made to publish any changes to the privacy statement.

Tor Nutrition is responsible for collecting, processing, storing, and safe-keeping personal and other information as part of providing a service and carrying out regular business activities. Personal information is managed in accordance with the Data Protection Act 2018 and is registered as a Data Controller with the Information Commissioner's Office Registration **ZB866367**

Any questions regarding the processing of personal data should be directed to vicky@tornutrition.co.uk

The Privacy Statement governs any kind of processing that acts as a data controller or co-controller (including collection, use, transfer, storage, and deletion) of personally identifiable information (any information that may be used to identify a physical person, and any other information associated therewith) about natural persons. This statement applies to the processing of data collected through any means, actively as well as passively, from persons located anywhere in the world.

Tor Nutrition is guided by the following principles when processing data:

1. Data is only collected for a specific and specified purpose. It will be made clear at the point of collection what is being collected and how it will be used.
2. Data will not be collected beyond what is necessary to accomplish those purposes. Tor Nutrition will minimise the amount of information collected to be able to deliver the services required.
3. Personal Information will only be collected and used if there are a sensible business reasons for doing so, such as contacting you with a weekly newsletter and/or relevant offers from time to time, and/or to provide you with coaching services.
4. Data will not be used for purposes other than those for which it was collected, accepted as stated within our policy, or with your prior consent.
5. Tor Nutrition will seek to verify and/or update your data periodically and will accept requests from you for amendment of the data held.
6. Tor Nutrition will apply high technical standards to ensure the secure processing of data.
7. Except otherwise stated, we will not store data in identifiable form longer than is necessary to accomplish its purpose or as required by law.

INFORMATION COLLECTED

The information collected about you could include, but is not limited to:

1. Personal details
2. Lifestyle and social circumstances
3. Financial details
4. Physical or mental health details
5. Racial or ethnic origin

If special category data is required, consent will be sought first.

Tor Nutrition will collect information from you when:

1. You sign up for the contact/ mailing list.
2. You join a course or programme.
3. You contact us for information via our website or social media channels, by phone, email, or direct message.
4. You post on our social media channels, website, or blog.
5. You collaborate in a commercial capacity.

Information collected may be used to:

1. Allow you to process a booking for a product or course.
2. Create a profile for you, the website, or dietary analysis platform.
3. Send you newsletters/blogs/information/news on products or services that you request from us or which may be of interest to you, where you have consented to be contacted for such purposes.
4. Ensure that content from our site is presented to you in the most effective manner for you and your computer.
5. Allow you to participate in the service you have chosen to do so.
6. Notify you about changes to our services.

Equality, diversity, and inclusion.

At Tor Nutrition, we are committed to upholding equality, diversity, and inclusion in every aspect of our practice. We believe that every individual has the right to access respectful, non-judgmental, and personalised nutritional support, regardless of their background, identity, or circumstances. Our approach prioritises the unique needs and goals of each client, ensuring that our guidance always serves their best interests while creating a safe, inclusive environment where everyone feels valued and empowered.

INFORMATION STORAGE

If you provide an email address, it will be stored, along with your first name and surname, on a password-protected spreadsheet. Tor Nutrition will never sell or share your personal information with third parties.

LEGAL BASIS FOR PROCESSING YOUR DATA

The General Data Protection Regulation (GDPR) provides that processing of your data shall only be lawful if and to the extent that at least one of the following applies:

1. You have consented.
2. For the performance of a contract.
3. For compliance with a legal obligation that must be performed.
4. To protect the vital interests of you or another person.
5. It is in the public interest.
6. It is in the legitimate interests pursued by us or a third party.

Data is collected for the purposes set out above. Data is managed to ensure that it is either erased from our system when it is no longer required for the purpose for which it was collected, retained for legal reasons, or minimised and retained. Any health data collected from you has special protection and is limited to that permissible by law. In all instances where special category data is collected, we will obtain your express consent.

LINKS FROM OUR SITE

Our site contains links to and from other websites, which are operated by individuals and companies over which we have no direct control. If you follow a link to any of these websites, please note that these websites have their own privacy and terms of use policies. We do not accept any responsibility or liability for these policies. We advise you to check the policies for third-party sites before you submit any personal data to the website.

MARKETING EMAILS

Tor Nutrition will make it as easy as possible for you to opt out of unwanted processing, provided it does not restrict our ability to provide you with the primary service you have requested. Please note that if you wish to unsubscribe from any marketing emails that you have signed up for, you can do so by emailing vicky@tornutrition.co.uk or clicking on the unsubscribe link in the marketing email that was sent to you. It may take 24 hours for this to become effective.

WEBSITE ANALYTICS & TARGETED MARKETING

Website analytics are used to provide the best user experience and service to you and to evaluate and improve the site. Third-party data analytics service providers are used to improve visibility and to monitor website browser behaviour and navigation across the site. These third-party data analytics service providers collect this information on our behalf in accordance with our instructions and in line with their own privacy policies. Our service providers may collect the following data about the way you use our site, which will almost always be anonymised and aggregated before reporting back to us:

1. Number of visitors to the site.
2. Pages visited whilst using the site and time spent per page.
3. Page interaction information, such as scrolling, clicks, and browsing methods.
4. Source location and details about where users go when they leave the site.
5. Page response times and any download errors.
6. Other technical information relating to the end user device, such as IP address or browser plug-in.

From time to time, the information collected about you may be used to present you with targeted advertisements using platforms such as Facebook, LinkedIn, Google, and/or Instagram.

CHANGES TO OUR POLICY & FUTURE PROCESSING

Tor Nutrition does not intend to process your personal information except for the reasons stated within this privacy notice. If this changes, this privacy notice will be amended and placed on our website at www.tornutrition.co.uk

POLICY DETAILS

The policies and privacy practices are regularly reviewed and may change from time to time. When this is done, an amended privacy statement will be placed on the website.

This privacy notice was published on 17/12/2024 and last updated on 17/12/2024. If you are concerned about how data is collected and used, please contact the Data Protection Officer vicky@tornutrition.co.uk.

WEBSITE TERMS & CONDITIONS

INTRODUCTION

These Terms and Conditions set out how you (the User) can use this Site. Please read them carefully. The Tor Nutrition Privacy Statement (set out above) confirms how data relating to you is stored and used, and it forms part of these Terms of Use. These terms may change from time to time.

ABOUT US AND HOW TO CONTACT US

Tor Nutrition is founded by Victoria McKinnon and operates from 11 Beggarmans Lane, Knutsford, Cheshire, WA16 9BE. You can contact Tor Nutrition in writing via vicky@tornutrition.co.uk or by post at the above address.

SITE USE

By visiting www.tornutrition.co.uk you are consenting to the terms and conditions as set out below. Should you not wish to accept the terms and conditions of this Site in full, you should cease using this Site immediately.

This website, www.tornutrition.co.uk will be referred to as the "Site". All visitors to the Site will be referred to as "User," "You" or "Your". As a user, you will be bound by these Terms of Use, which may also be referred to from time to time as Terms and Conditions. The terms "We," "Us," and "Our" refer to Tor Nutrition. Accessing and using the Site constitutes acceptance of the Terms of Use.

By using this Site, you agree to the Terms and Conditions without modification. We reserve the right to amend the Terms of Use of this Site, and in doing so, we will update these Terms and Conditions.

This Site is intended for use by persons who are a minimum 18 years old.

You must not copy, share, or disseminate the information on this site, which is subject to copyright, for which all rights are reserved. This Site is directed to people residing in the United Kingdom. We do not represent that the content will be available or appropriate in other locations. This Site is written in English, and Tor Nutrition does not take responsibility for any translations that are applied to this Site. In using this Site, you may encounter comments and/or content supplied by other users. The information contained within user comments is not verified or approved by us. The views expressed by other users on the Site do not represent our views or values.

TERMS

The content on this Site, and the associated social media channels (via@tornutrition) and email marketing, will include information on Performance Nutrition coaching. All content is intended for informational purposes only. None of the content in emails, blog posts, or social media posts should be construed as specific Performance Nutrition advice. In addition to these Terms of Use, please be aware of the Privacy Policy and Terms, which include key terms that are set out separately.

SITE OPERATION

This Site is available free of charge. Tor Nutrition does not guarantee the availability of any Site or content and reserves all rights to withdraw, suspend, or restrict the content at any time for any reason. Where possible, Tor Nutrition will give you reasonable notice if the Site is to be suspended. Tor Nutrition does not guarantee that this Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes, and platform to access our Site. You should use your own virus protection software.

PRIVACY POLICY

The Tor Nutrition business has a privacy policy (see above). The key elements of that policy are set out in the 'Policies' section on the website. Last updated 17/12/2024.

INTELLECTUAL PROPERTY RIGHTS

The Tor Nutrition website contains intellectual property created and owned by Vicky McKinnon unless otherwise stated. The Intellectual Property includes all content on the Site. Content means any text, graphics, audio, and video, and also extends to the page layouts of this Site and any social media channels and emails. All photographs and videos on this website and the connected social media channels are subject to copyright. You may not use our intellectual property in any way. This includes but is not limited to republishing or sharing any text, graphics, audio, and video, and also extends to the page layouts of this Site and any social media channels and emails. You must receive written permission to repurpose, copy, and/or modify any content on the website or content that is shared with you by email or on social media. If you are granted permission to share content from the website or social media channels, please link back to the specific website page and confirm that you have shared the piece so that Tor Nutrition can share your piece with their audience. For all copyright requests, please contact Vicky McKinnon vicky@tornutrition.co.uk.

LOSS OR DAMAGE

Notwithstanding any of these terms, Tor Nutrition does not intend to exclude or limit our liability to you where it would be unlawful to do so. We do not exclude or limit liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors, and for fraud or fraudulent misrepresentation. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. To the maximum extent permissible at law, our aggregate liability to you in connection with these terms, howsoever arising in contract, negligence or otherwise, is limited to £250.

REFUND POLICY

Should you decide to purchase a coaching programme or any personalised product from this Site/via a paid invoice, then you will enter into a contract of sale with Tor Nutrition at the point of sale. If you change your mind about purchasing, you are entitled to a refund for the 14 days following the purchase. Should your coaching course or programme start within that 14-day period and you decide to cancel, then you will be refunded, but the amount of any coaching sessions or value received will be deducted from your refund. Deductions will be calculated on a pro rata basis. Should you have any questions about your purchase, we will be happy to assist.

DISCLAIMERS

The information on this website is intended for entertainment and information purposes only and does not constitute medical (including dietary) advice. The information on this Site is provided without any representations or warranties, express or implied. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on our Site. You must not rely on the information on our Site as an alternative to medical advice from your doctor or other professional healthcare provider. If you have any specific questions about a medical matter, you should consult your GP or other relevant health professional. If you believe you may be suffering from a medical condition, you should seek immediate medical attention. You should never delay in seeking medical advice because of information on our website or social media channels. You should contact your GP for further information prior to beginning any nutritional interventions. All nutritional information is provided as guidance, and specific calorific amounts may vary. If you suffer from allergies, then caution should be given when considering the recipes included on the Site.

Although reasonable efforts are made to update the information on this Site, Tor Nutrition makes no representations, warranties, or guarantees, whether expressed or implied, that the content on our Site is accurate, complete, or up to date. The content on this Site does not constitute nutritional coaching advice. Should you require advice under any of the headers, then you should contact a professional directly. Only when you purchase from Tor Nutrition will we be able to provide advice, as at this point we will work with you on either a one-to-one or group basis, depending on the service you purchase, and advice can be given that is tailored to your needs. Viewing the information on this Site does not constitute a contractual relationship between you and us.

Nothing in this disclaimer will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law.

This Site may contain links to other sites. These sites are not under our control, and we cannot be responsible for any actions or events arising from you following any links from this Site. Links are provided for informational purposes only and should not be interpreted as approval or endorsement by Tor Nutrition.

Any comments on the blog or social media channels are not endorsed or verified by Tor Nutrition. We are not responsible for the comments on the Site made by third parties. Should Tor Nutrition become aware of comments that are likely to be distressing, they will be removed. Removal of comments does not indicate that any compensation will be awarded; it will not. Comments are removed to ensure enjoyment for Site users.

JURISDICTION AND DISPUTE RESOLUTION

These Terms are governed by the laws of England & Wales. The Courts of England & Wales have exclusive jurisdiction for any matter and proceedings arising out of the use of this Site.

COOKIES POLICY

This Site uses cookies; small files of letters and numbers that are automatically placed on your machine, if you agree, to help our Site provide a better user experience. Cookies do not typically include identifying personal information, but cookies may also be linked to personal information that is stored about you. We use cookies to retain your user preferences, store information from elements of our Site such as shopping carts, and to provide anonymised tracking data to third-party applications such as Google Analytics. These cookies are likely to be analytical/performance cookies or targeting cookies. We have no control over third-party cookies.

In general, cookies should make your browsing experience better. You may prefer to disable cookies for this Site, which you can do by disabling cookies in your browser. We suggest following the steps via the 'Help' tool of your browser. Please note that if you change your browser settings to block all cookies (including essential cookies) you may not be able to access some or all of the Site. Except for essential cookies, all cookies expire within a reasonable period of time.

MISCELLANEOUS

Whilst using this Site, you may provide personal information about yourself, including your name and email address. When providing these details, you agree to provide accurate and up-to-date information. For the avoidance of doubt, the Terms of Use stand as terms only; there is no intention to create a contract.