

Terms of Use

INTRODUCTION

These Terms and Conditions set out how you (the User) can use this Site.

Please read them carefully.

The JNY Personal Training Privacy Statement is set out in a separate page and confirms how we use data relating to you and it forms part of these Terms of Use.

Separate legal terms apply to purchases made via this Site.

These terms may change from time and the terms in force will be displayed on this page.

ABOUT US AND HOW TO CONTACT US

JNY Personal Training is founded by Jenny Hutchins and operates from Studio 34, Wake House, 41 North Street, Bourne, PE10 9AE

You can contact us in writing via enquiries@jnypersonaltraining.co.uk or by post at the registered office address.

SITE USE

By visiting www.jnypersonaltraining.co.uk you are consenting our 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.jnypersonaltraining.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 JNY Personal Training. 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 on doing so we will update these Terms and Conditions.

This Site is intended for use by persons who are a minimum of 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 we do not take responsibility for any translations which 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 @jny.pt and @jnypersonaltraining) and email marketing, will include information on in person 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 health, nutritional or medical advice.

In addition to these Terms of Use please be aware of our Privacy Policy which include key terms which are set out separately on our Site.

SITE OPERATION

This Site is available free of charge.

We do not guarantee the availability of any Site or content. We reserve all rights to withdraw, suspend or restrict the content at any time for any reasons. Where possible, we will give you reasonable notice if the Site is to be suspended.

We do 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

Our business has a privacy policy. The key elements of that policy are set out on this Site in our Privacy Statement, last updated 2nd November 2023. The Privacy Statement can be found at https://www.jnypersonaltraining.co.uk/_files/ugd/88a52d_e327b284e8af41f0846d184a560946a0.pdf

INTELLECTUAL PROPERTY RIGHTS

This Site contains intellectual property created and owned by JNY Personal Training 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 (@jny.pt and @jnypersonaltraining) are subject to copyright.

No permission is given to directly reprint or republish the site content in part or in full without acknowledgement and links back to the original page or content source. At no point are you entitled to claim rights over our intellectual property.

Should you wish to utilise the content on this Site please contact enquiries@jnypersonaltraining.co.uk to make your request. You must receive written permission to repurpose, copy and/or modify any content on this Site, or content which is shared to you by email or on social media.

If you are granted permission to share content from this Site or our social media channels please link back to the specific website page and let us know that you have shared the piece so that we can share your piece with our audience.

For all copyright requests please contact Jenny Hutchins via enquiries@jnypersonaltraining.co.uk

LOSS OR DAMAGE

Notwithstanding any of these terms, we do 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.

If defective digital content that 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.

REFUND POLICY

Should you decide to purchase a coaching programme or any personalised product from this Site then you will enter into a contract of sale with us 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.

If you make an electronic purchase then you will be sent a link for a direct download. At the point of purchase, you will be asked to confirm your express consent to receiving the download immediately. In agreeing to receive the download at the point of purchase you will lose your right to cancel and your right to a refund.

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 health, nutritional or medical 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 advice from a qualified professional. Should information or support be provided in respect of mindset and wellbeing this is information and motivational content only. 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.

Although reasonable efforts are made to update the information on this Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date.

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 us.

Any comments on our blog or social media channels are not endorsed or verified by us. We are not responsible for the comments on our Site made by third parties. Should we become aware of comments which are likely to be distressing we will remove them from our Site. Removal of comments does not indicate that any compensation will be awarded, it will not, comments are removed to ensure enjoyment for Site users.

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 which 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 our 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.