

Terms and Conditions - Disclaimer

In using this website EstherPTHealthCoach.com you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Age and Services

You must be at least 18 years of age to use our website. By using our website and by agreeing to these terms of use, you warrant and represent that you are at least 18 years of age.

Services include personal training in person and online, health coaching, courses, blog posts with information and resources, and any other products relating to personal training and health coaching.

Disclaimer

Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Medical disclaimer

We offer health, fitness, and nutritional information and this is for educational purposes only. It is not a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment of health conditions. Please consult your physician or other healthcare professional before beginning or changing any fitness or nutrition programme to make sure that it is appropriate for your needs; especially if you have a history of any of the following:

- High blood pressure (you or your family)
- Heart disease (you or your family)
- Chest pain when exercising
- Chest pain in the past month when not engaged in physical activity
- Operation within the last year
- Have high cholesterol
- Obesity

- Currently pregnant
- Bone or joint problem that could be made worse by a change in physical activity

If you have any concerns or questions about your health, you should always consult with a physician or other healthcare professional. Stop exercising immediately if you experience faintness, dizziness, pain or shortness of breath at any time. Do not disregard, avoid or delay obtaining medical or health related advice from your healthcare professional because of something you may have read on this site. You should never delay seeking medical advice, disregard medical advice or discontinue medical treatment because of information on this website. Current health and fitness research may exist that could impact the educational information provided on this site, and advice found here may not be based on the most recent findings or developments. Therefore, the use of any information provided on this site is solely at your own risk. The owner, distributors and any participants disclaim all liability or loss in conjunction with any content provided here. We disclaim any liability for products or services recommended on the site including defective products or direct, indirect, special, incidental or consequential damages, arising out of the use or the inability to use the materials/information published or products sold on this site.

YOU SHOULD ALWAYS CONSULT A QUALIFIED PRACTITIONER BEFORE USING ANY DIETARY, EXERCISE OR HEALTH ADVICE FROM THIS SITE!

The services provided by Esther de Kruijff are not intended to be, and should not be construed as a substitute for medical advice nor can they be represented as a guarantee of improvement of specific conditions or weight loss. You are responsible for comparing the information with an accurate source before using any, or part of this content.

All meal plans, training programs, recipes and supporting guidance are developed solely for your personal use and may not be reproduced for publication or for the personal or commercial use of others without permission.

Payment

Cash, Paypal payments or BACS Transfer are all acceptable methods of payment. Payments or instalment payments must be paid upfront before services starts.

All bookings and/or transactions and agreements entered into will cease with immediate effect until such time as any and all outstanding monies are recovered in full.

Cancellation Policy

Minimum 24 hours notice of cancellation required. Notification for instance, in person, via email, mobile phone 'text message' and/or Whatsapp, or any other means will be accepted subject to confirmation in writing. We reserve the right to levy a £30 charge if cancellation occurs within 24 hours.

Termination of Agreements and Refunds Policy

Both the Client and ourselves have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services, shall be refunded.

Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including, without limitation, legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use, or arising out of any claim that you have breached any provision of these terms of use.

Limitations and exclusions of liability

Nothing in these terms of use will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms of use: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under these terms of use or in relation to the subject matter of these terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

General

The laws of England and Wales govern these terms and conditions. By accessing this website [and using our services/buying our products] you consent to these terms and conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce

each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.