



Thank you for signing up for a StrengthCoachClaire program:

Please read through the following terms and sign below.

1 Introduction

1.1 Thank you for visiting www.StrengthCoachClaire.co.uk ("the Website"). The Website is operated and owned by Strength Coach Claire Limited ("we", "us", "our" or "Strength Coach Claire").

By reading information on Strength Coach Claire via the Website, you agree to follow the instructions provided on the Website and agree to the following Terms and Conditions. Once your application for a service from Strength Coach Claire (either as a paid Member in accordance with these Terms, or as a guest Member) has been accepted by Strength Coach Claire in accordance with these Terms and Conditions, you shall become a member of Strength Coach Claire ("you", "your", or "Member").

1.2. PLEASE MAKE SURE YOU READ THESE TERMS AND CONDITIONS ("Terms") in conjunction with the Disclaimer and the Privacy Policy on the Website, as both the Disclaimer and the Privacy Policy are incorporated in to these Terms and it is important that you read and understand the Disclaimer and Privacy Policy in addition to these Terms as you will be bound by these in your arrangements with us. By registering to become a Member with us and using the Website, you are agreeing to be bound by these Terms, as well as the terms of the Disclaimer and the Privacy Policy and warrant that you have the right, authority and capacity to enter into and be bound by these Terms. If you do not wish to be bound by these Terms and any other documents referred in these Terms, then please do not submit an application to register for a transformation.

1.3 We may change our Terms from time to time and may do so without notice. We will let you know what these changes are by updating them to this page, but it is your responsibility to check for updates. Changes will become effective as soon as they are posted on this page, therefore if you continue to use the Website after the posting of these changes to the Terms, it means that you accept such changes.

1.4 You must be at least 18 years old to use the information on this Website and to apply for any services with Strength Coach Claire. Strength Coach Claire reserves the right to deny services to anyone and to refuse any applications for services, in its own discretion, and no-one shall become a Member of Strength Coach Claire until they receive a confirmation email from Strength Coach Claire confirming that their application for Membership has been accepted. Once an applicant has been contacted by Strength Coach Claire confirming that their application for services has been accepted, then that applicant shall become a 'Member' of Strength Coach Claire and subject to the provisions of these Terms.

1.5 Any information given freely on the website or any programs advised via any of our services are for information purposes only, and are written with drug free athletes in mind. We do not condone the use of any performance enhancing drugs and using these is at your own risk.

2 Privacy Policy

2.1. We take your privacy very seriously and agree to only use your Personal Information in accordance with our Privacy Policy set out on this Website. Please read our Privacy Policy to see how we use your Personal Information.

3 Links

3.1 Our Website may include links to, or details of information provided from other resources or internet sites. You take full responsibility for the use of any other sites and for using (or making the decision to use) any information obtained from such sites, purchase any of the products or services mentioned on another internet site and we shall not be liable in relation to any information provided on sites linked through from the Website. Remember your contract for any such other products and services will be with the provider of that internet site, not with us.

3.2. We are happy for you to link to our Website if you comply with the provisions of this Clause 3, and all applicable laws. Any site, service, company or individual that links to our Website must not: 3.2.1 change, alter or distort any content on the Website; 3.2.2 misrepresent its relationship, or present false information about Strength Coach Claire and/or any third parties referenced on the Website or information regarding other Members; 3.2.3 be a site that does not comply with all relevant laws and regulations or a site that contains content which could be considered as distasteful or offensive. If you breach any of the terms in this Clause 3, we have the right to require your link(s) to be removed and to take any appropriate legal action.

4 Pre Activity Readiness-Questionnaire ("PAR-Q")

4.1 Prior to acceptance of your application for a Strength Coach Claire service, we collect information about your health and medical history so that we have as much relevant information as possible to provide with a suitable and safe exercise program, based on the information you provide to us. If you agree to any of the following statements we will be unable to accept your application for a guest or paid-for Membership subscription and we strongly recommend that you seek medical advice before undertaking any exercise program or strenuous physical activity.

By signing up for any of our services, you agree that your physician has stated you are able to undertake an exercise program if you have any of the following issues:

4.1.1 a doctor or medical professional has ever diagnosed you with a heart condition and indicated you should restrict your physical activity; 4.1.2 when performing physical activity you frequently feel pain in your heart and/or chest; 4.1.3 when you are not engaging in physical activity, you have experienced heart and/or chest pain in the past month; 4.1.4 you ever faint or get dizzy and lose your balance; 4.1.5 you have an injury or orthopaedic condition, such as a back, hip or knee problem, which may worsen due to a change in your physical activity; 4.1.6 you have high blood pressure and/or a heart condition in which a Doctor or Medical Professional is currently prescribing medication; 4.1.7 you are pregnant, or think you may be pregnant; 4.1.8 you have insulin dependent diabetes; 4.1.9 you are over the age of 65 and not accustomed to vigorous exercise; 4.1.10 you know of any other good reason you should not exercise or increase your physical activity even if you wanted to.

By signing up for a service you also accept full responsibility for any loss or damage as a result of the above issues, or anything else. The advice we give is for informational purposes only and is not to replace the advice of your doctor.

4.2 We may ask you to provide us with an update to the PAR-Q information that you provide to us when submitting your application for services. If we are concerned with any of the responses we receive to any updates of this information, we reserve the right to terminate service in accordance with Clause 7.5.

5 Strength Coach Claire Services

5.1 Strength Coach Claire can change any paid-for service detailed on the Website or in any pre-contract information (including these Terms), at any time. Prices charged will be those confirmed to you at the time you submit your application for paid-for Membership and the prices mentioned below are by way of example only. We may make offers for Trial Services (defined below) to new users at any time – conditions applicable to each

Trial period offer are set out in Clauses 5.2 to 5.5 below.
No refunds shall be given for any unused remaining period of your service.

7 Payment Terms

7.1 Failure by the Member to use any of the services available for a Member through its subscription to Strength Coach Claire does not relieve the Member of their payment obligations under these Terms.

7.2 Potential customers can pay by Credit Card or Debit Card. Payment details, together with details of the subscription package applied for, shall be collected by us through our secure financial data collection mechanism, which transfers the details of the potential registrant and/or Member's financial data (as well as subscription package data) to PayPal, Stripe or GoCardless's online payment system for processing. The potential registrant / Member acknowledges that we hold data regarding the subscription package that is being signed up to by the potential registrant / Member, in addition to the last four digits and the expiry date of the card used to purchase the subscription package together with details on when payment of Fees are due. The potential registrant / Member further acknowledges and agrees that by sending their request for a specific subscription package, that payments for Fees are due on a recurring basis in accordance with that specific subscription package (unless the subscription is cancelled in accordance with these Terms) and therefore authorises the continual payment collection terms applicable to that specific subscription package (e.g. on a monthly basis and for a specific amount) so that PayPal, Stripe or GoCardless can collect the payment for Fees from the Member's Credit Card or Debit Card provided for payment through PayPal, Stripe or GoCardless, for PayPal, Stripe or GoCardless to forward payment of the Fees to us directly.

The potential registrant and/or Member shall NOT send credit card details to Strength Coach Claire directly by email or any other publically interceptable means, electronically or otherwise. All credit card transactions shall be processed through PayPal, Stripe or GoCardless directly via the Website. Strength Coach Claire cannot be held responsible for the security of, or the misuse of, credit card or other personal information.

7.3 Potential registrants and/or Members should be aware that further terms and conditions required by PayPal or Stripe may apply, and can be found at www.paypal.co.uk and www.Stripe.co.uk.

7.4 Strength Coach Claire reserves the right to immediately terminate a Member's account and/or service for any unpaid (in whole or part) period of Membership subscription (with or without notice). Termination of service in no ways relieves or excuses the Member from any obligation to pay outstanding charges or expenses. In the event Strength Coach Claire starts collection processes of any type, the Member shall be liable for all collection costs, including reasonable legal fees and expenses.

7.5 Strength Coach Claire reserves the right to terminate a Member's account and/or service for any reason, on serving notice to the Member at any time by email to the Member.

7.6 Strength Coach Claire reserves the right to terminate a Member's account and/or service immediately if a Member has used the Website for unsuitable or inappropriate means or has behaved in an unsuitable manner, as determined by Strength Coach Claire in its entire discretion. The Member shall not be entitled to any refund of Fees if Strength Coach Claire terminates Membership in accordance with this Clause 7.6.

7.8 The Fees chargeable to paid-for subscription Members may exclude or include any applicable value added tax (VAT), or any other applicable tax or levy, that Strength Coach Claire may charge in addition to the Fees.

7.9 No Refunds: StrengthCoachClaire abide by a strict, no refund policy. Where doubt exists over the program, our service or your ability to complete the program, by agreeing to these terms you accept responsibility for raising any issues prior to purchase with cs.strengthcoach@gmail.com. By accepting the terms of this agreement, you agree and understand that you are foregoing the right to claim any refund of fees paid for access and use of the Program(s) offered by StrengthCoachClaire.

7.10 All StrengthCoachClaire payments that include a recurring element and fall due each month require notice to be given 1 month prior to the termination. If a billing date falls within this 1 month period, this payment will be processed as normal before the profile is cancelled. Giving notice on the payment date will prevent this. StrengthCoachClaire reserves the right to request 30 days advance notice prior to the termination of service and payment. Cancellation can be requested by emailing the admin address at any time.

By continuing to pay StrengthCoachClaire on a monthly basis, you are expressing your continued interest in the product and therefore refunds are not considered for previous months of service already delivered.

7.11 There are no refunds available offered for offers purchased at a promotional price or in bulk.

8 Our content

8.1 The copyright, trade marks, designs and any other intellectual property rights ("Intellectual Property Rights") within this Website are owned by Strength Coach Claire or by third parties that have given us permission to use them. The use of these materials by you, or anyone else authorised by you, is prohibited unless specifically permitted by these Terms or by Strength Coach Claire with explicit prior written consent. Any unauthorised use of the images or other content may violate copyright laws, trade mark laws, the laws of privacy and publicity, and communications regulations and statutes. You acknowledge that damages may not be an adequate remedy for any infringement of our Intellectual Property Rights and that we shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of Intellectual Property Rights by you and that no proof of special damages shall be necessary for the enforcement of these rights.

9 Your content

9.1 Once you have registered as a Member you may post comments on our Website in the Group and/or blogs. The Member agrees to only post comments or information on the Group and/or blogs in accordance with Clause 10 below and any other terms included on our Website. You acknowledge that any comments and/or information placed by you on the Website is entirely at your own risk and that Strength Coach Claire is not responsible for any comments made or actions taken by others from the posting of your comments and/or information. Strength Coach Claire does not verify the accuracy or truth of any comments and/or information placed by Members on the Website and Strength Coach Claire shall not be liable for an inaccuracies or untruths placed by Members on the Website.

9.2 You own any copyright in the text you post to our Community Groups and/or blogs within the Website. However, when you post any text, you expressly grant us a perpetual, unlimited, irrevocable free licence to republish that text on the Website, or as part of an edited compilation anywhere in the world.

9.3 By registering for a service at Strength Coach Claire you give permission for Strength Coach Claire to publish and reproduce your photographs in future articles. If you have any contention about anonymity, you may contact Strength Coach Claire and request that you are given a pseudonym or your identity is protected in the photos.

10 Community Group

10.1 We encourage the sharing of information of our Members in our Community Group on the Website. However, we do require you to use our Community Group in a lawful manner and in accordance with these Terms. You may not use the Community Group for any illegal purpose and in particular, if you want to submit material to the Community Group you must do so under the following terms and conditions. You must not: 10.1.1 post libellous or defamatory comments; 10.1.2 post anything relating to any ongoing or pending trial; 10.1.3 post content which you have copied from someone else (i.e. you do not own the copyright); 10.1.4 use profane language; 10.1.5 post or transmit any files containing viruses or other harmful computer code; 10.1.6 post a personal insult about another user/Member or contravene the privacy of any other person on the Website; 10.1.7 post xenophobic, homophobic or racist remarks; 10.1.8 post pornography, links to pornography or links to any other inappropriate sites; 10.1.9 advertise or solicit in any manner, or use the Community Group and/or the Website for any commercial or professional purpose; 10.1.10 post the same note more than once or 'spam'; 10.1.11 impersonate another person; 10.1.12 after receiving a warning, disrupt the flow of dialogue, or

post or transmit comments not related to the topic being discussed.

10.2 Please be aware the posting of information in the Community Group is the opinion of the person posting them only and in no way reflects our opinions or attitudes. We operate an open Community Group and sometimes messages are posted that could be misleading. You should therefore not rely on information within the Community Group being accurate or complete. If you do, you do so at your own risk.

10.3 We reserve the right to monitor the use of the Group. We heavily rely on you to inform us if you spot any abuse or inappropriate behaviour. If this is the case we will review specific postings and have the right to remove comments and/or postings which are in contravention with the terms of use of the Community Group and/or the Website, in accordance with these Terms and the Disclaimer /Privacy Policy.

10.4 We encourage you to contact us if you ever feel a post violates our rules. Please use the Report link in the Community Group section or by contacting us via our contact form selecting 'Community Group support' from the drop down category list.

10.5 If you feel you have been threatened, damaged or abused in our Community Group or if you believe any infringement of your rights may have occurred through this Website, please contact us via private message on the Group to Strength Coach Claire.

11 Liability

11.1. Please see our separate document which details our Disclaimer in relation to the Website. This applies for all services we offer, and the advice given is for informational purposes only.

11.2 Strength Coach Claire shall operate the Website and provide the services set out on the Website with reasonable skill and care.

11.3 In addition to the terms of the Disclaimer, we shall not be liable for any dissatisfaction the Member may suffer in connection with the Website and/or services of Strength Coach Claire.

11.4 Nothing in these Terms shall exclude or limit our liability for (a) death or personal injury caused by our negligence (as such term is defined by the Unfair Contract Terms Act 1977); (b) fraud; (c) misrepresentation as to a fundamental matter; or (d) any liability which cannot be excluded or limited under applicable law.

11.5 Subject to the foregoing, we will not be liable or responsible to you or any third person for any amount or kind of loss or damage that may result (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption of any type, and whether in tort (including without limitation negligence, contract or otherwise) in connection with the services offered by the Website or the Website itself in any way or in connection with the use, inability to use or the results of use of this Website.

11.6 Subject to the foregoing, our liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount of Fee paid (if any monies have been paid to us) in the calendar month prior to any such liability being incurred, if any, by you to us for the service offered on the Website during the term of a Member's Membership subscription.

11.7 By agreeing to these Terms, Members agree to fully and effectively indemnify us against all third party claims, costs, losses and/or liabilities relating to this contract and a Member's usage of the Website or actions in relation to the Website.

12 General

12.1 A waiver of any right under these Terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

12.2 In the event that any provision of these Terms is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of this are received by either of the parties from any relevant competent authority it may be severed from these Terms and the remaining provisions of these Terms shall remain in full force and effect.

12.3 These Terms, and any document referred to herein, represent the entire agreement between us and the Member for the provision of any services and the Website and supersede any prior agreement, understanding or arrangement between the parties, whether oral or in writing, in relation to the services. The Member acknowledges that, in entering into the contract with Strength Coach Claire on these Terms, that it has not relied upon any representation, undertaking or promise by Strength Coach Claire or be implied from anything said or written between the parties prior to the contract being finalised, except as expressly stated in these Terms. The Member shall have no remedy in respect of any untrue statement made by Strength Coach Claire, whether orally or in writing, prior to the date of the contract (unless such untrue statement was made fraudulently) and the Member's only remedy shall be for breach of contract as provided in these Terms.

12.4 These Terms are made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else who is not a party to it and the provisions of the Contract (Rights of Third Parties) Act 1999 shall not apply.

12.5 These Terms and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or the subject matter contained within the Terms. Disputes are dealt with via the Online dispute service

By signing below, I agree to the above terms and confirm that I have undergone a medical assessment from a medical professional and have received clearance to engage in this program.