

[www.sambarneslifestyle.co.uk](http://www.sambarneslifestyle.co.uk)

## **Website Terms and Terms of Business**

**These Website Terms and Terms of Business govern your use of my website, [www.sambarneslifestyle.co.uk](http://www.sambarneslifestyle.co.uk). Please read these terms carefully as they affect your rights.**

**If you do not agree to these Terms of Use, please do not use the Website or purchase any of my products.**

***I strongly recommend that you seek professional medical advice before embarking on any diet or exercise program.***

### **(1) Introduction**

This Website provides an online personal training service through which you can purchase tailored fitness and diet programmes.

These terms will apply to all users (“**you**”) of the Website and all purchasers of Products.

By using the Website, or by purchasing any Products from me, you agree to be bound by these Terms of Use.

Please note that these Terms of Use may be amended from time to time. Notification of any changes will be made by me posting new terms onto the Website. In continuing to use the Website you confirm that you accept the then current Terms of Use in full at the time you use the Website. If you do not accept the amended Terms of Use then you must cancel your registration or subscription and the previous terms will continue to apply pending termination.

### **(2) How To Contact Sam Barnes**

I am Sam Barnes, the owner and sole runner of [www.sambarneslifestyle.co.uk](http://www.sambarneslifestyle.co.uk). I am based in Leicestershire, UK. To contact me, please send me an email to [sambarneslifestyle@gmail.com](mailto:sambarneslifestyle@gmail.com)

### **(3) My Products**

I offer through the Website the following products and services –

- Online coaching
- Nutritional Guidance
- Tailored and Pre-made Training Programmes
  
- Training plans

#### **(4) Fees**

You can view and access the Website free of charge, however in order to purchase any of my Products you must pay the required fee.

The fees payable in respect of the products and services will be clearly displayed on the Website.

#### **(5) Registration**

When you register as a member I will ask that you provide certain personal information including but not limited to your name and email address. Any personal information you provide to me will be handled in accordance with my Privacy and Data Protection Policy which can be seen further down.

On registration you will be asked to create a password. You must keep this password confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password you should notify me by contacting [sambarneslifestyle@gmail.com](mailto:sambarneslifestyle@gmail.com)

If I have reason to believe that there is likely to be a breach of security or misuse of the Website through your account by means of the use of your password or otherwise I may require you to change your password or I may suspend your account. Until I am satisfied that your account is secure, you may not be able to access the Website.

You agree that all personal information that you supply to me will be accurate, complete and kept up to date at all times. I may use the information provided to contact you.

#### **(6) Products: Cancellation**

You have a statutory right to change your mind (without giving a reason) within 14 days of purchasing a Product and receive a refund. This will not apply if you have already started downloading the relevant product.

## **(7) Refunds**

If you request a refund and a plan has already been sent to you, your refund will be denied.

## **(8) Content**

Every plan has been created and worked on by me. You are not permitted to share or sell any plans that I send you.

## **(9) Viruses, hacking and other offences**

You agree not to upload any files or post, distribute publish any files on the Website that contain viruses, corrupted files, or malicious code or any other similar software or programs that may damage the operation of another's computer.

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

I will not be liable for any loss or damage caused by viruses, a distributed denial-of-service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

## **(10) Availability**

Although I aim to offer you the best service possible, I make no promise that the Website will meet your requirements. I cannot guarantee that the Website will be fault-free. If a fault occurs with the website you should report it to [sambarneslifestyle@gmail.com](mailto:sambarneslifestyle@gmail.com) and I will attempt to correct the fault as soon as I reasonably can.

Your access to the Website may be occasionally restricted or interrupted to allow for repairs, maintenance or the introduction of new facilities or services or because I am unable to offer the Website for reasons beyond my control (such as a denial of service attack). In this event I will attempt

to restore the service as soon as I reasonably can. Any such restrictions or interruptions shall not constitute a breach by us of these terms.

### **(11) My Liability**

Nothing in the agreement excludes my liability arising as a result of my negligence for:

Death or personal injury;  
Fraud or fraudulent misrepresentation.

Sam Barnes is not engaged in rendering medical advice, nor does he hold himself as qualified to do so.

I strongly recommend that you seek professional medical advice before embarking on any diet or exercise program.

Any exercise program, even in healthy individuals, carries risk. You have a responsibility to exercise your own personal judgment, as well as any other considerations, before acting on any of the content provided by me.

Where I provide you with a tailored plan, the information contained therein should not be regarded as or relied upon as being a comprehensive health or exercise programme. Accordingly any actions that you take in relation to a tailored plan personal plan should not be pursued regardless or to the exclusion of other information, opinions or judgments that are available to you.

Any tailored plan will have been prepared on the basis of information provided by you. You are responsible for the accuracy of any information that you provide to me. You are responsible for informing me of any health issues or medical conditions when asking me to prepare a Personal Plan.

Before taking any action in relation to a Personal Plan, you must take into account any other factors apart from the Personal Plan of which you are or ought to be aware.

*For example, I always recommend that you seek professional medical advice before embarking on any exercise programme. Your decisions to engage in any exercise programme should take into account any medical or other professional advice that it available to you as well as*

*using your own personal judgment as to what activity is safe for you to engage in.*

The information set out in any tailored plan may relate to certain contexts and may not be suitable in other contexts. It is your responsibility to ensure that you do not use the information I provide in the wrong context.

*For example, where a program was tailored for a woman who was not pregnant, this would not be appropriate for her to use after becoming pregnant.*

You are responsible for informing me of any health issues and pre-existing medical conditions when you ask me to prepare a Personal Plan.

Any information that I provide that does not form part of a tailored plan, whether obtained through my website, YouTube videos, social media (such as Facebook, Instagram or Twitter) or otherwise, is provided for the purposes of general information only.

I am unable to sell a Online Coaching and a Nutritional Guidance Plan to anybody under the age of 18.

If you purchase Online Coaching or a Nutritional Guidance Plan and you are under the age of 18, you will be refunded, and no plan will be sent to you.

By purchasing a Custom Training Programme, Bulking With Barnes or a Beginner Home Workout Programme, you are confirming you are aged 14 or over. If a Custom Training Programme, Bulking With Barnes or a Beginner Home Workout Programme is bought for someone under the age of 18, a parent or guardian will need to give permission before any plans are sent out.

## **(12) Expected Results**

While I believe that for most people, following my programs and methods will lead to desired results, all exercise programs depend on the individual. Result will be affected by the effort and commitment of the individual.

All reviews on my website or in my content are real people who have followed the plans provided by me. For the avoidance of any doubt,

however, they are not indicative of the results that you are likely to achieve, rather they are included as examples of the results that particular individual has achieved.

### **(13) Intellectual Property**

This Website or any portion of this Website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without my express written consent. You may not systematically extract and/or re-utilise parts of the contents of the Website without my express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of the Website without my express written consent.

### **(14) International Use**

You shall comply with all foreign and local laws and regulations which apply to your use of my Website in whatever country you are

physically located, including without limitation, consumer law, export control laws and regulations.

### **(15) General**

If you breach these Terms of Use and I decide to take no action or neglect to do so, then I will still be entitled to take action and enforce my rights and remedies for any other breach.

I will not be responsible for any breach of these Terms of Use caused by circumstances beyond my reasonable control.

I may make changes to the format of the Website at any time without notice.

**If you do not agree to these terms and conditions, do not use my website or purchase anything from my website.**

**By using this website or buying anything from this website, you are agreeing to these terms and conditions.**

**[www.sambarneslifestyle.co.uk](http://www.sambarneslifestyle.co.uk) Website Privacy Policy**

**Please read this privacy policy carefully as they affect your rights.**

## **(1) Privacy Policy**

I (Sam Barnes) am the sole owner of the information collected on my website. I only have access to/collect information that you voluntarily give me via email or other direct contact from you. I will not sell or rent this information to anyone.

I will use your information to respond to you, regarding the reason you contacted me. I will not share your information with any third party.

You may opt out of any future contacts from myself at any time. You can do the following at any time by contacting me via the email address given on my website. You may -

- Change/correct any data I have about you.
- Have me delete any data I have about you.
- Express any concern you have about my use of your data.

I take precautions to protect your information. When you submit sensitive information via the website or email, your information is protected.

Wherever I collect sensitive information (such as credit card data), that information is encrypted and transmitted to myself in a secure way.

While I use encryption to protect sensitive information transmitted online, I also protect your information offline. Only I have access to personally identifiable information. The computers/servers in which I store personally identifiable information are kept in a secure environment.

## **(2) Updates**

My Privacy Policy may change from time to time and all updates will be posted directly to you.

If you feel that I am not abiding by this privacy policy, you should contact me immediately via email – [sambarneslifestyle@gmail.com](mailto:sambarneslifestyle@gmail.com)