

Website Terms and Conditions

We would like to thank you for visiting www.motiv8trainer.co.uk and for your interest in our personal training services (the “**Services**”).

Access to and use of this website, under the domain name www.motiv8trainer.co.uk (the “**Site**”), is provided subject to the following terms and conditions, together with the documents referred to therein (together the “**Conditions**”). Use of any part of the Site constitutes your acceptance of the Conditions. Please take the time to read the Conditions carefully before you access any other pages of the Site. If you have any questions please contact Paul Gow at Motiv8trainer, 30 Letham Gait, Dalgety Bay, Fife, Scotland, KY11 9GT, or via email: info@motiv8trainer.co.uk.

If you do not accept the Conditions in full you must cease to use this Site immediately. By accessing the Site, you will be deemed to have accepted the Conditions in full.

The Site is operated by Motiv8trainer, a sole trader business having its registered office at 30 Letham Gait, Dalgety Bay, Fife, Scotland, KY11 9GT (“**we**”, “**us**” or “**our**”).

Access

You may access certain parts of the website without registering your details with us, however, if you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, without notice and at any time, if in our opinion you have failed to comply with any of the provisions of the Conditions.

Use

You agree to use the Site for lawful purposes only and we reserve the right, at our sole discretion, to deny any user access to all or part of the Site, without notice. We reserve the right to change or revise all or any part of the Conditions at any time by posting changes on-line. By your continued use of the Site and after changes to the Conditions are posted, you will be deemed to have accepted any changes made.

Due to the nature of the internet, we cannot guarantee that the Site will always be free of any faults and the Site may be unavailable or respond slowly where we think it is necessary to conduct repairs or upgrades to the Site. We will endeavour to carry out updates and improvements as quickly as possible, however, we do not accept any responsibility for any inconvenience caused by such downtime.

Copyright

All intellectual property rights in the Site and any products sold through the Site (including but not limited to copyright, database rights and trade marks) are owned by or licensed to us. You may view or download one copy of any part of the Site for private use only, but otherwise you may not reproduce, store, distribute or transmit all or any part of the content of the Site without our prior written consent, save where expressly permitted to do so under the Conditions and/or our terms and conditions of business (“**Terms of Business**”). You must not modify the paper or digital copies of any materials you have printed off or downloaded from the Site in any way other than as expressly set out in our Terms of Business.

Disclaimer

Motiv8trainer and any contributors to the Site are not engaged in rendering medical, nutritional, dietary, le-

gal or other professional advice, and the contents of the Site are not intended to take the place of such advice. Please consult a physician, dietician or other appropriate professional before using any of the Services, information, advice, goods or other resources that you may find on the Site. Nothing contained in the Site is intended to be instructional for medical diagnosis or treatment. Although we make a conscientious effort to provide high quality information, we disclaim any implied guarantee about the accuracy, completeness, timeliness or relevance of any information contained on the Site. The information should not be relied on to suggest a course of treatment for a particular individual, and it should not be used in place of a visit, call, consultation or the advice of a physician, dietician or other qualified healthcare provider. You should call or see your physician, dietician or other qualified healthcare provider promptly if you have any healthcare related questions or before embarking on a new treatment, diet or fitness program. You should never disregard or delay in seeking medical advice from your physician, dietician or other qualified healthcare provider because of something you have read, heard or seen on the Site.

Motiv8trainer has made every attempt to ensure the accuracy and reliability of the information contained on this Site. However, all such information is provided on an "as is" basis and we make no, and expressly exclude all, representations, conditions or warranties of any kind with respect to the Site or its contents, or any content on or accessed through the Site, including, without limitation, fitness for a particular purpose, accuracy, timeliness, legal enforceability or completeness. We shall not be liable for any loss or damage of whatever nature (direct, indirect consequential or other) whether arising in contract, tort or otherwise, which may arise as a result of your use of (or inability to use) this Site, or from your use of (or failure to use) the information on this Site. This disclaimer is without prejudice to any disclaimers that may appear from time to time on our employment contracts, disciplinary procedures, literature or products.

We, including all directors, other office holders, employees or other representatives of ours exclude to the fullest extent permitted by law: -

all conditions, warranties, representations and other terms which might otherwise be implied by statute, common law or the law of equity;

any liability for any direct, indirect or consequential loss, damage or injury incurred by any user in connection with the Site or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any materials posted on it, including, without limitation any liability for (direct or indirect):

- o loss of income or revenue;
- o loss of business;
- o loss of profits or contracts;
- o loss of anticipated savings;
- o loss of data;
- o loss of goodwill;
- o wasted management or office time; and

any other loss or damage of any kind, however arising and whether caused by delict (including negligence), breach of contract or otherwise, even if foreseeable.

We, including all directors, other office holders, employees or other representatives of ours will not be liable for any complications, injuries or other medical accidents arising from, or in connection with, the use of, or reliance upon any information on this Site or on the Internet generally. All users to this Site agree to indemnify, defend or hold harmless Motiv8trainer, its directors, other office holders, employees and all other representatives against any liability, damages or claims arising at any time from such users reliance upon, reference to or other use of any information or material contained or referenced within the Site.

This does not affect our liability for death or personal injury arising from any negligence on our part, nor does it affect our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Information about you and your visits to the Site

We process any information about you that we have in accordance with our privacy policy. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.

Transactions concluded through the Site

Contracts for the supply of specific Services or information formed through the Site or as a result of visits made by you are governed by our Terms of Business which apply in addition to these Conditions.

Registration

Where you register to use our Services and log in details are provided, each registration is for a single user only. We do not permit you to share your user name and password with any other person nor with multiple users on a network. We reserve the right to disable any user identification code or password, whether chosen by you or allocated by us, without notice and at any time, if in our opinion you have failed to comply with any of the provisions of the Conditions.

Linking to the Site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you.

The Site must not be framed on any other website, nor may you create a link to any part of the Site other than the home page. We reserve the right to withdraw linking permission at any time and without notice.

Linking from the Site

Links to third party websites are provided for information only. We do not accept any responsibility for such websites or their contents or for any loss or damage that may arise from your use of them.

Enforceability and Jurisdiction

If any of the Conditions should be determined illegal or unenforceable then to the extent it is illegal or unenforceable it shall be deleted and the remaining Conditions shall survive in full force and effect. The Conditions and any relationship established with you via the Site shall be governed by and construed in accordance with Scots Law and any disputes arising shall be subject to the exclusive jurisdiction of the Scottish Courts.

No failure to exercise and no delay in exercising any of our rights in terms of the Conditions or our terms and conditions of business shall operate as a waiver thereof.

Variation

We may revise the Conditions at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we have made as they are automatically binding on you.

Statutory Rights

For the avoidance of doubt, the Conditions do not affect your statutory rights.