

# TERMS & CONDITIONS

## **Body Unique Online Program**

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These terms and conditions apply to Body Unique ('service provider'). Please read these terms and conditions carefully as they affect your rights and liabilities under the law. By signing up and subscribing as a Client, you are accepting the terms of use stated below.

## **Program Conditions**

The following policies/procedures apply:

- No client can commence their personalised online coaching program until the full payment or 4-weekly payment is paid.
- Client's start date is created between 5-7 business days from funds being cleared.
- Clients will receive their personalised nutrition strategy and training plan on their advised start date, given they have also completed all of their necessary forms.
- If a client has not completed their on-boarding forms, their start date along with their personalised plans will be delayed accordingly.
- Clients that are following the 16 week program will receive access to the Body Unique educational content at the start of each 4 week period. This also applies to clients that have paid for the full 16 week program.
- As part of the program, clients will have a private 30-minute video feedback call with me (the coach) every week. The date and time for this weekly call will be set before the program commences.
- Clients will be requested to prepare and send questions they want me (the coach) to address one day prior to each weekly feedback call.
- If a client needs to reschedule their feedback calls, they must inform me (the coach) at least 24 hours prior, and we can arrange for a different call time. In case the client fails to notify me within 24 hours, the feedback call for that week is not guaranteed and may not be rescheduled.
- Technique assessment is included in the program, in which the client submits videos of them performing each exercise for feedback from me (the coach).
- Clients that are following the 12 week program can reach out to me (the coach) via text message to ask questions from Monday to Friday and can typically expect a response within 24 hours on those days.
- Clients that follow the 16 week program can reach out to me (the coach) via text message to ask questions whenever they need to and can typically expect a response within 24 hours.
- I reserve the right to modify or adapt the Program components, including diet plans, exercise routines, and support mechanisms, based on participant feedback, scientific evidence, or other considerations.

## **Payment and delivery**

- Full payments and 4-weekly payments can be made using PayPal or, within the EU, with a credit card or debit card.
- No client can commence their personalised online coaching program until the full payment or 4-weekly payment is paid.

- Clients that choose to pay for their program 4-weekly will only be able to start the next 4-weeks of their program once funds for that period have been cleared.
- Client's 4 weekly price is fixed for the duration of their chosen program. If the client wishes to continue coaching after this time frame, the 4 weekly price may change.
- Clients must finish their chosen program before switching to another one is permitted.

### **Cancellations & Refunds**

- There are no refunds on any programs. The training agreement is a minimum 3- to 4-month commitment, depending on which program the client chooses.

### **Sensitive Information**

I may collect sensitive information about you during the course of providing you services. The type of sensitive information I may collect includes health information, such as:

- personal information, such as height, weight, gender, body fat percentage, and other measurements relating to health where required;
- Information relating to your menstrual cycle;
- pre-existing illnesses, conditions and injuries;
- sleep quality;
- and stress levels

I will only collect this sensitive information where you consent and provide me with this information. If you consent, your sensitive information will only be used for purposes relating to providing you with my coaching services.

### **Medical**

I am not a medical practitioner, dietitian, gynaecologist or a mental health professional. I strongly recommend that prior to commencing any diet or exercise plan that you consult with appropriate medical practitioners for your concerns regarding these areas.

I have no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of a specific exercise or diet on a medical condition.

I acknowledge that when participating in any exercise program that there is a possibility of physical injury.

### **Limitation of Liability**

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 judgement, as well as any other considerations, before acting on any of the content provided by me..

Where I provide you with a Personal Training and Nutrition Strategy, 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 personal plan should not be pursued regardless or to the exclusion of other information, opinions or judgments that are available to you.

Any Personal Training and Nutrition Strategy 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 Training and Diet 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.

The information set out in the Program 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 we provide in the wrong context.

You are responsible for informing me of any health issues and pre-existing medical conditions when you ask me to prepare your personalised program. Any information that we provide that does not form part of the personalised program, whether obtained through my video content, social media or otherwise, is provided for the purposes of general information only.

### **Expected Results**

While I believe that for most people, following my program and methods will lead to desired results, all exercise programmes depend on the individual. Results will be affected by the effort and commitment of the individual, however in some circumstances even where an individual follows my program, they may not achieve the desired results. We therefore provide no warranties of any kind, express or implied, as to:

- the effectiveness any techniques, diets or programmes that we deliver; or
- the results that you may achieve as a result of following our programs.

**Weight Loss Goal:** The primary objective of the program is for participants to lose a minimum of 4 kilograms (kg) of body weight within the first 30-day period. Individual results may vary based on factors such as starting weight, metabolism, adherence to the program, and overall health.

All testimonials shown on my social media account 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 individuals have achieved.