

# TERMS & CONDITIONS

These terms and conditions ('the Terms') govern the users ('you' or 'your') use of the website [www.bodyweightworkouts.eu](http://www.bodyweightworkouts.eu) ('the Website') (trading as Bodyweight Workouts) a company registered in the Netherlands under company number 67959989 whose registered office is at Galjoen 14, 1113GS, Diemen ('we', 'our' or 'us'). Please read them carefully as they affect your rights and liabilities under law. If you do not agree to these Terms, please do not access nor use the Website. You should understand that by ordering any of our goods or services, you agree to be bound by these Terms. You should print a copy of these Terms for future reference. If you have any queries regarding these Terms then please contact us.

## 1. AGREEMENT

By using the Website you agree to be bound by these Terms and authorise us to transmit information (included updated information) to obtain information from third parties, including but not limited to, your debit or credit card numbers or credit reports to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

## 2. AMENDMENTS

We reserve the right to

- update these Terms from time to time and any changes will be notified to you via a suitable announcement on the Website. It is your responsibility to check for such changes. The changes will apply to the use of the Website after we have given such announcement. If you do not wish to accept the new Terms you should not continue to use the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website indicates your agreement to be bound by the new Terms;
- modify or withdraw, temporarily or permanently, this Website and the material contained within (or any part) without notice to you and you confirm that we shall not be liable to you for any modification to or withdrawal of the Website or its contents; and
- disable any user identification code or password we have provided to you, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

## 3. REGISTRATION

By using this Website, you warrant that

- you are legally capable of entering into binding contracts;
- you are at least 18 years of age;
- the personal information which you are required to provide when you register is true, accurate, current and complete in all respects; and you are not impersonating any other person or entity.

You will notify us immediately of any changes to the personal information by e- mailing or telephoning our customer service representatives at:

**Tel: +31 634379570**

## 4. PRIVACY POLICY

We will treat all your personal information as confidential and will only use it in accordance with our [Privacy Policy](#). In addition, we will process information about you in accordance with

our [Privacy Policy](#). By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

When you shop on this Website, we will ask you to input personal details in order for us to identify you, such as your name, e-mail address, billing address, delivery address, credit card or other payment information. We confirm that this information will be held by us in accordance with the registration we have with the Data Commissioner's office.

## 5. PROTECTING YOUR SECURITY

To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases.

We take the risk of internet fraud very seriously. With the volume of fraudulent credit card transactions increasing, we make every effort to ensure all orders are thoroughly checked using the information already supplied. There is a possibility we may contact you to make additional security checks and we ask for your co-operation to enable us to complete them. We will not tolerate fraudulent transactions and such transactions will be reported to the relevant authorities. By accepting these Terms you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

## 6. COMPLIANCE

The Website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and its use. You agree not to:

- upload or transmit through the Website any computer viruses, Trojans, worms, logic bombs or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;
- upload or transmit through the Website any material which is defamatory, offensive or of an obscene character; and
- attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

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

## 7. THIRD PARTY LINKS

As a convenience to our customers, the Website may include links to other websites or material which is beyond our control. For your information, we are not responsible for such websites or

material nor do we review or endorse them. We will not be liable for the privacy practices or content of such websites nor for any damage, loss or offence caused or alleged to be caused in connection with, the use of or reliance on any such advertising, content, products, materials or services available on such external websites or resources.

## 8. ORDERS

All orders are subject to acceptance and availability. If the goods ordered are not available, you will be notified by e-mail (or by other means if no e-mail address has been provided) and you will have the option either to wait until the item is available from stock or to cancel your order. Any orders placed by you will be treated as an offer to purchase the goods or services from us and we have the right to reject such offers at any time. You acknowledge that any automated acknowledgment of your order which you may receive from us shall not amount to our acceptance of your offer to purchase goods or services advertised on the Website. The conclusion of a contract between you and us will take place when we (i) debit your credit, debit card or PayPal account or (ii) dispatch the goods to you or commence the services, whichever is the later, at which time we shall send you an e-mail confirming that the contract has been concluded ('Dispatch Confirmation'). The contract will relate only to those goods or services whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other goods or services which may have been part of your order until the dispatch of such goods or services has been confirmed in a separate Dispatch Confirmation. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be liable for any loss you may suffer if a third party procures unauthorised access to any data provided by you when accessing or ordering from the Website.

The products sold on the Website are not for re-sale or distribution. We reserve the right to cancel orders and/or suspend accounts where we believe products are being ordered in breach of this provision.

You will assume the risk for the products once they have been delivered to the delivery address which you specified when ordering the products. We accept no liability where you provide an incorrect delivery address or where you fail to collect the products from the delivery address which you specified.

## 9. CANCELLATION RIGHTS

Where you have purchased the goods or services as a consumer (i.e. for private use as opposed to business use), please note that you are entitled to cancel any contract completed with us within 14 days from the day on which you acquire physical possession of the goods.

If you wish to cancel a contract pursuant to this clause, then please see our Returns Policy for further details of how.

## 10. PRICE AND PAYMENT

All prices shown on the Website are inclusive of VAT (where applicable) at the current rates and are correct at the time of entering the information onto the system. We reserve the right, however, to change prices at any time without notice to you (save that any changes will not affect orders in respect of which we have sent you a Dispatch Confirmation).

If your delivery address is within the United Kingdom, no additional taxes will be charged to you. If your delivery address is outside of the United Kingdom you may be subject to import duties and taxes (including VAT), which are levied once a delivery reaches your destination country. Any such additional charges must be borne by you. You should note that customs policies and practices vary widely from country to country. We recommend that you contact your local customs office for information.

Payment can be made by any major credit or debit card or via your PayPal account. Payment will be debited and cleared from your account before the dispatch of your good or provision of the service to you.

In the unlikely event that the price shown on the checkout page is wrong, and we discover this before accepting your order in accordance with clause 9, we are not required to sell the goods to you at the price shown. We always try and ensure that the prices of goods shown on our Website are accurate, but occasionally genuine errors may occur. If we discover an error in the price of the goods that you have ordered we will let you know as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If you cancel your order and you have already paid for the goods (but they have not yet been dispatched), then you will receive a full refund.

You confirm that the credit, debit card or PayPal account that is being used is yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us we will not be liable to you for any delay or non-delivery.

If your credit or debit card payment is not processed successfully for any reason, we reserve the right to reattempt to process payment. We will give you at least 48 hours' notice in advance of any reattempt to process payment by sending an email to the email address you have provided to us. If you do not want us to reattempt to process payment, you must cancel your order within 48 hours of us sending you this email.

We allow you to use discount codes strictly on the terms and conditions upon which they were issued which, amongst other things, may include terms relating to your eligibility to use them and a maximum order value. Please familiarise yourself with these terms and conditions before you place an order as we reserve the right to reject or cancel any orders which do not comply with these terms even if your credit or debit card has been charged. If there is any inconsistency between the terms and conditions upon which the discount codes were issued and these terms and conditions, the discount code terms and conditions prevail.

## 11. INTELLECTUAL PROPERTY

The content of the Website is protected by copyright, trade marks, database and other intellectual property rights and you acknowledge that the material and content supplied as part of the Website shall remain with us or our licensors.

You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

## 12. LIMITATION OF LIABILITY

The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties, whether express or implied, in relation to it and its use. You acknowledge that we cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the Internet.

Whilst we will try to ensure that material included on the Website is correct, reputable and of high quality, we cannot accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Website. If we are informed of any inaccuracies in the material on the Website we will attempt to correct this as soon as we reasonably can. In particular, we disclaim all liabilities in connection with the following:

- incompatibility of the Website with any of your equipment, software or telecommunications links;
- technical problems including errors or interruptions of the Website;
- unsuitability, unreliability or inaccuracy of the Website; and
- failure of the Website to meet your requirements.

To the full extent allowed by applicable law, you agree that we will not be liable to you or any third party for any consequential or incidental damages (both of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to your use of the Website.

15. ENTIRE AGREEMENT  
These Terms form the entire basis of any agreement reached between you and us.

16. LAW AND JURISDICTION  
These Terms shall be governed by and construed in accordance with the laws of the Netherlands and any disputes will be decided only by the Dutch courts.

## Cookies

We employ the use of cookies. By using Bodyweight Workouts's website you consent to the use of cookies in accordance with Bodyweight Workouts's privacy policy.

Most of the modern day interactive web sites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies.