

## TERMS & CONDITIONS

This page (together with any documents referred to on it) tells you the terms and conditions for use of our website, together with the terms for our services to our clients. Please read these terms and conditions carefully before ordering from our site. You should understand that by subscribing to one of our Services, you agree to be bound by these terms and conditions.

By purchasing any services from or by using our website, you are stating that you accept these terms and conditions in full. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any services from our site. If you do not agree to these terms, you should immediately refrain from any future use of our website and/or services.

### 1.0 Information About Us:

1.1 We operate the websites: [www.superyummy8weeks.com](http://www.superyummy8weeks.com)  
[www.superyummy.club](http://www.superyummy.club) [www.phoenixrain.uk](http://www.phoenixrain.uk) [www.superyummy19.com](http://www.superyummy19.com)  
[www.superyummy9daydetox.com](http://www.superyummy9daydetox.com) [www.superyummyshred.com](http://www.superyummyshred.com) which is the trading style of Phoenix Rain Fitness Training , whose contact office is at 58 Linden Rd, Bristol, BS6 7RR. Our Customer Services contact is Telephone 07815 323 388.

### 2.0 Your Status:

By placing an order through our site, you warrant that:

- 2.1 you are legally capable of entering into binding contracts; and
- 2.2 you are at least 18 years old;
- 2.3 you are resident in one of the Serviced Countries; and
- 2.4 you are accessing our site from that country.

### 3.0 How the Contract is Formed Between You & Us:

3.1 After placing an order for our services, you will receive an e-mail acknowledging it. Please note that this does not mean that your order has been accepted. All orders are subject to acceptance and approval by us. Your order constitutes an offer to us to purchase and/or subscribe to our Services. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the order has been accepted. The contract between us (Contract) will only be formed when we send you such Confirmation.

3.2 The Contract will relate only to those services we have confirmed. We will not be obliged to supply any other Service or services whether expected by You or not.

### 4.0 Supply of Services & Content:

4.1 The copyright, trademarks, designs, content of materials and training plans/ programmes, and any other intellectual property rights ("Intellectual Property Rights") within this Website are owned by Phoenix Rain, or occasionally 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 Us 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 other legal regulations and statutes.

4.2 You acknowledge that we may claim damages against you for any violations, but that such 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 our Intellectual Property Rights by you and that no proof of special damages shall be necessary for the enforcement of these rights. With specific reference to our "SuperYummy 8 Weeks Program" "SuperYummy 19 Program" "SuperYummy Shred" & "9 Day Reverse Detox" Programs, you hereby agree that you cannot and will not share these e-books or any plans, videos or training plans to any third party, whether for profit or not.

## **5.0 Plans & Subscription Services:**

- 5.1 The subscription plan to our Service consists of either an initial charge and then followed by recurring period charges as agreed to by you, or just recurring billing by Us until the programme's purchase cost has been paid in full. By entering into this Agreement, you acknowledge that your subscription has either an initial or recurring payment feature and you accept responsibility for paying all recurring or due charges. We may submit periodic charges (e.g., monthly) without further authorisation from you, until you provide notice that you wish to terminate the programme (or we cancel your membership in our programme/s). In any event, any balance of your purchase price which may remain outstanding, is to be paid in full and you hereby agree to do so. Any correspondence relating to cancellations, terminations or account management, should be sent by email to [info@phoenixrain.uk](mailto:info@phoenixrain.uk)
- 5.2 We use a third party payment service in lieu of directly processing your credit card information. The third party payment service currently accepts all major debit and credit cards. By submitting your credit card information, you grant us the right to store and process your information with the third party payment service, which may change from time to time. We will not be responsible for any failures of the third party to adequately protect such information. All financial matters regarding your information are subject to the conditions of the third party payment service provider's terms of service. Currently we use the services of PayPal You acknowledge that we may change the third party payment service and move your information to any other similar service providers that encrypt your information using secure socket layer technology (SSL) or other comparable security technology.
- 5.3 By subscribing to our service and programmes, you are agreeing to pay either recurring periodic subscriptions, or for the period of the subscription option, in line with any terms set out in the application you have completed. You are able to cancel your subscription at any time. However in line with 5.1 above, all amounts remain due. You agree not to lodge any chargebacks or refunds in order purely to evade payment for the programme/s you have purchased. Once purchased, these plans cannot be 'cashed in' or cancelled prior to full payment being made. They are of a very unique and specific customised nature to you, imparting the 'secrets' of our fitness system and programmes. Therefore as clearly customised 'products', they are exempt from any E.U. or U.K. distance selling regulations. Due to the personal and unique constituency and/or individually tailored nature of our plans and services, your right to an automatic refund is immediately lost should you first access any of the subscriber or member's area content, or as soon as you receive the programme/ plan information and contents from Us.
- 5.4 We reserve the right not to permit any re-subscription where we have previously elected to terminate your subscription. We reserve the right at our

absolute discretion not to renew your subscription at any time without giving any reason for our decision.

**6.0 Payment Terms:**

6.1 The Member is responsible for paying all sums due in connection with their Membership, subscription or use of our Service as set out in these terms. Failure by the Member or Subscriber to use any of the services available for a Member through its subscription, does not relieve the Member of their payment obligations under these Terms. If you do not keep up the programme or use the knowledge given as recommended, you cannot simply cancel or obtain a refund for any lack of personal fitness results. Such results depend on the amount of time spent on the programme/s, exercise, healthy eating and following the instructions given.

6.2 Subscribers can pay by Credit Card or Debit Card or via Paypal. Payment details, together with details of the service applied for, shall be collected by us through our secure financial data collection mechanism account, which transfers the details of the potential registrant and/or Member's financial data (as well as subscription package data) to such online payment system for processing.

6.3 Subscribers should be aware that further terms and conditions of sales required by our third party card processing service or Paypal, can be found by reading their T&Cs published on their website.

**7.0 Access to Content:**

When we have accepted your application, we will provide you with a username and password (if required), via a verification email directly to the email address that you provide to us 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, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms or have used the Website in contravention of these T&Cs or Privacy Policy.

7.1 Your right to use and access any Membership area of the Website is personal to you, and you must not allow any other person to gain access to the Membership area of the Website using your username and password. You must keep your username and password confidential.

7.2 You are entitled to use and access any Membership area from the time you receive a username and password by email until your Membership subscription expires or until your subscription/ participation is terminated in accordance with these Terms. Your username and password will be subsequently disabled by us.

**8.0 Liability Waiver & Disclaimer:**

8.1 We shall operate our Website and other media, and provide our Services with reasonable skill and care appropriate to our industry standards.

8.2 we shall not be liable for any personal taste dissatisfaction the Subscriber/ Member or User may suffer in connection with the Website and/or the use of our Services or Programmes.

8.3 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 UK Only); (b) for fraud; (c) for misrepresentation as to a fundamental matter; or (d) any liability which cannot be excluded or limited under applicable law.

8.4 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 Us or the Website in any way or in connection with the use, inability to use or the results or lack of results of our programme/s or Website.
- 8.5 By agreeing to these Terms, You agree to fully and effectively indemnify us against all third party claims, costs, losses and/or liabilities relating to this contract and Your usage of the Programmes, Ebook, Exercise plans, Website or actions in relation to any of them.
- 8.6 You hereby agree that participation in any and all of our programmes are dependent upon your being physically fit enough to cope with them. A good indicator and outline of the requirements is made obvious in our website statements and explanatory publicity. Should you then embark upon any of our Programmes, plans or activities without first ensuring you are physically fit enough to cope with them, then we shall not accept any liability whatsoever, for injury or illness as a result. The advice does not supersede that which is given by any qualified medical practitioner/professional, registered dietician or nutritionist. We would also like to advise you that it is your responsibility to ensure you are in sufficient physical health, to participate in our programmes. As a matter of course, You should always consult your Doctor or medical practitioner before embarking upon any form of exercise, to determine its suitability for you.
- 8.7 All material on this website or in our E-book or training programmes, is provided for your information only and should not be construed as medical advice or instruction from Us. None of the content and/or statements made are a recommendation as to how to treat any particular disease or health related condition. They have not been approved by medical or government governing bodies either in the UK or any other overseas regulatory body.
- 8.8 The imparted Information and advice is based on Our own research, experiences and Our client experiences. You should not use the information on this website for diagnosis or treatment of any health problem or for prescription of any medication or other treatment.
- 8.9 No guarantees or implied warranties, representations or endorsements are made by Us, with respect to any products or services that may be referenced, described, or to which this website may provide a hyperlink to from time to time.
- 9.0 Service Availability:**
- 9.1 The information contained in this website is for general information purposes only, on an 'as is' basis. While we take every reasonable effort to keep the information up to date and accurate, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, Services, or related information contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website. The inclusion of any external links does not necessarily imply a recommendation, association with or any endorsement of the views expressed within them.

- 9.2 Every effort is made to keep the website up and running smoothly. However, We take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.
- 10.0 Programme & Training Safety Advice:**
- 10.1 The information in Our programmes is intended to supplement and not replace any proper exercise training and We advise You to take full responsibility for Your own safety and exercise limits. Before practicing any exercises detailed in this program You should ensure that You do not take any risks beyond your current level of experience, aptitude, training and general fitness. Our exercise and dietary regimes are not intended to substitute or undermine any instruction or current treatment, with regards to a dietary regime that may have been prescribed by your doctor or physician.
- 10.2 You should not perform any exercise unless you have viewed the exercise demonstration videos by myself, or a qualified fitness coach. You should not add additional weight or resistance to the exercises unless under supervision of a qualified instructor. You should always ask for additional instructions and assistance if in doubt.
- 10.3 Please see your physician regarding the taking of any current medications before starting this program and do not stop taking any prescribed medication, unless instructed to do so. Should you experience any of the following; light headedness, dizziness or extreme shortness of breath whilst exercising, stop the exercise and consult your physician.
- 10.4 You should have a pre-exercise examination if you are particularly sedentary, have excessive high levels of cholesterol, high/low blood pressure, diabetic, obese or are over 55 years old.
- 10.5 If your physician recommends that you do not follow Our programs based on the above, please follow his/her advice.
- 10.6 **SuperYummy Programme Refund Policy:**
- 10.7 This programme is a specially devised for busy Mums, to fit in with your timetables and ability to exercise at your own pace. Because our Programme is of a specific and tailored nature, once you have ordered your programme/s, there can be no refunds if you subsequently cancel the programme or change your mind once the programme information is sent to you and the instalments of the programme commence. We do offer a 90 day money back guarantee on this programme, as long as the qualifying criteria for such a refund is met. Please contact use on [info@phoenixrain.uk](mailto:info@phoenixrain.uk) for further information of the conditions for this refund, or [click here to read online](#). There is an obligation on your part to ensure that all requested before/after photos are submitted to Us, along with your food diaries to be filled in together with weekly updates.
- 10.8 If you opt for the payment instalments on these programmes, We do not accept any liability for any transaction or conversion charges (by IBAN or SWIFT). These charges together with your Programme costs, must be paid in full by the end of your Programme.
- 11.0 **General Terms:**
- 11.1 All prices and costs displayed on this website are in GBP. All transactions are done in GBP and/or are subject to conversion from your own currency into GBP Currency.
- 11.2 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, it may be severed from these Terms but the remaining provisions shall remain in full force and effect.

- 11.3 These Terms, and any document referred to herein, represent the entire agreement between Us and the Member/ Purchaser/ Participant, for the provision of any Services and supersede any prior agreement, understanding or arrangement between the parties, whether oral or in writing, in relation to the services.
- 11.4 The User acknowledges that, in entering into this Contract with Us on these Terms, that it has not relied upon any other representation, undertaking or promise by Us, or be implied from anything said or written between the parties prior to the contract being finalised, except as expressly stated in these Terms.
- 11.5 You shall have no remedy in respect of any untrue statement made by any Agent or Sub-Contractor of Phoenix Rain Fitness Training whether orally or in writing, prior to the date of the contract (unless such untrue statement was made fraudulently) and Your only remedy shall be for breach of contract as provided in these Terms.
- 15.6 These Terms are made only for the benefit of the parties to it 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.
- 15.7 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 British law. The parties irrevocably agree that the British courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or any subject matter contained within them.
- 15.8 We reserve the right to change any of these Terms at Our discretion, with the latest effective Terms becoming effective once published on Our website. These Terms & Conditions were last updated on the 1st of June 2015.