



## FitWise.London - Terms of Business

These Terms of Business govern the relationship between Jane Burdett trading as 'FitWise.London' ('FitWise' or 'we') of 70 Home Park Road, London SW19 7HN and the person named on the PAR-Q form referred to below ('you' or 'your') in relation to fitness classes and personal training sessions provided by FitWise and are for your and our protection. **By taking part in the fitness classes and/or personal training sessions you are deemed to accept these terms.**

### 1. Health declaration and your obligations

- 1.1. **Health declaration.** You must complete a *Physical Activity Readiness Questionnaire Form* ('PAR-Q Form') before taking part in personal training sessions ("PT"), or group classes ("Classes"), (together "Sessions"), and this will be renewed annually. If FitWise has any concerns about your ability to participate for health reasons, we have the right to request a note from your GP or in extreme cases to refuse to accept you as a client. This is in your interests as we are not qualified exercise referral specialists and can only work with people who are fit to exercise. If you have any questions please discuss in confidence with the instructor.
- 1.2. Your obligations.
  - a) You must ensure that the details provided by you on registration or at any time are correct and complete.
  - b) You must notify us immediately should any medical or physical condition arise prior to or during a Session which is likely to affect your ability to participate in a Session.
  - c) You acknowledge that certain elements of the training Sessions can be physically demanding and you are aware that there may be associated risks involved. As a condition of your enrolment, you agree that you are physically capable of participating in the Sessions and accept full and complete responsibility for your own participation in the Sessions. You also agree that you have no undisclosed injury or illness that may affect your ability to undertake rigorous exercise and to the best of your knowledge you are ready and able to participate
  - d) Please look after your belongings whilst attending Sessions as we accept no responsibility for them.
  - e) Please follow our instructions at all times especially in relation to specialist Sessions such as pre or post natal Sessions.
  - f) If you bring your babies and children to a Session, you remain solely responsible for their safety and actions before, during and after the Session.

### 2. Fees

- 2.1. Upon completion of the PAR-Q Form and our being satisfied that you are fit to take part in Sessions, we will request payment of the relevant fee (see below). Your ability to take part in a Session will start upon receipt of cleared funds and, in the event of your pre-purchase of a block of Sessions, last for the period stipulated below.
- 2.2. FitWise provides PT services and runs regular, scheduled drop in Classes. Further details of the Sessions are available on the FitWise.London website. PT must be pre-paid. Classes can be paid for on the day on a Class by Class basis or by pre-purchasing a block of Classes in advance.
- 2.3. Following payment for a block of Classes you will be issued with a pass with a number of credits that will be punched every time you attend a Class. Class passes are not transferable and are valid for 3 months from the date on your pass. Pre-paid PT is not transferable and is valid for 6 months from date of purchase. Any unused credits for either type of Session cannot be carried forward beyond these validity periods except at the discretion of FitWise.

### 3. Our assurance to you and limitation of liability

- 3.1. We have appropriate professional training, professional indemnity insurance and undertake regular risk assessments.
- 3.2. We will run Sessions on time and keep you informed of any changes or cancellations.
- 3.3. You accept that participating in exercise has a risk of causing injury, both minor and potentially major. **YOU ACCEPT THIS RISK AND ACCEPT FULL RESPONSIBILITY FOR YOUR EXERCISE AND TRAINING.**

However, we do not exclude or limit in any way our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or fraud or fraudulent misrepresentation. In the unlikely event of you incurring any other loss or damage as a result of our negligence in connection with your Sessions, we will be liable up to the amount of your annual fees received. Our liability shall not in any event include indirect or consequential loss, business losses such as lost data, lost profits or business interruption.

#### 4. Payment Terms

Payment for Sessions can be made in advance as follows and we reserve the right not to allow you to take part if payment is not received before the Session starts:

- a) Cash on the day
- b) Cheque made payable to: Jane Burdett
- c) Bank transfer to: Jane Burdett Sort code: 20-96-89 Acc no.13063313

#### 5. Cancellation of Sessions and late arrival

- 5.1. **Your right to cancel** We understand that sometimes you may need to cancel a pre-booked place on a PT. This should be done at least 24 hours in advance, by email, phone call or text message. If less than 24 hours' notice is given we reserve the right to charge for the PT or it will count as one of your pre-paid block of PT. This will also apply to pre-paid, pre-booked courses of Classes ie; a specially laid on 'summer bootcamp' course of Classes. Such missed Classes may be made up at regular scheduled Classes at the discretion of FitWise. This does not apply to scheduled drop-in Classes
- 5.2. **Our right to cancel or postpone** We will endeavor to give as much notice as possible if we have to cancel a Session.
- 5.3. **Instructor holidays and absences:** We will provide you with at least 14 days' notice of any anticipated instructor absences.
- 5.4. **Missed Sessions and late arrival** In the event that you miss a PT (and have not given effective notice pursuant to paragraph 5.1) or are delayed for whatever reason, any refund or rescheduling is at our entire discretion. Unless cancelled by FitWise in accordance with these Terms and Conditions, Classes will run as scheduled notwithstanding the failure of any client to attend. In the case of late attendance to a Class the missed time cannot be made up. If an emergency arises that prevents you from continuing with your training permanently then you will be refunded for any remaining pre-paid Sessions minus a £5 admin fee.
- 5.5. **Disruptive behaviour:** We reserve the right to cancel your Class pass, pre-booked PT and any involvement in Sessions if you break these Terms and Conditions or engage in disruptive, dangerous or violent behaviour.

#### 6. Data Protection and photography

We will keep all of your personal information confidential and process information about you in accordance with our **Privacy Policy** which is available on request and on our website. Sessions may be photographed for *FitWise.London* marketing purposes. Your participation in a Session means that you consent to the photography that may be used for commercial purposes without payment.

#### 7. Governing law

These terms and conditions and any non-contractual obligations will be subject to the laws of England and Wales. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within the court system of London, England.

If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning J. Burdett at 07764 615018 or by e-mailing us at [info@fitwise.london](mailto:info@fitwise.london).

Last updated October 2014.