

Terms and Conditions

This agreement commences and your membership starts immediately once you have indicated your acceptance by signing up. You have 14 full days after signing up to cancel this agreement for any reason. To exercise this right, you must inform BFIT PT Ltd (the Company), of your decision to cancel, in writing, by letter, email or text message. If you exercise your right to cancel, we will reimburse you all membership fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service or completed any personal training sessions before requesting to cancel, then we will reduce your membership fee refund by the amount of group training sessions attended or personal training sessions completed from sign-up to the date cancellation is requested.

You will be entitled to all the rights and privileges exercisable for the type of membership chosen.

1. **Confidentiality** - Any information disclosed to BFIT PT Ltd, will be kept in confidence. Any personal details and medical information provided by you will not be made available to any third parties unless permission to do so is first sought and granted by you.
2. **Recommendations** - Through using our professional judgement and experience, we may suggest certain lifestyle changes incorporating exercise that we strongly believe will align with and help you achieve your personal goals. If at any stage through our supervision you have specific requests, we will use our professional judgement in looking to accommodate them.
3. **Referral** - We will work with you within the scope of our professional knowledge and competencies as certified and suitably insured exercise professionals. If whilst under our supervision, we see that it is in your best interests to be referred to another health professional, we will advise you accordingly.
4. **Cancellation or Lateness Terms and Conditions (Applicable to Personal Training Clients Only)** - There may be unforeseen circumstances that might arise which require your training session to be rescheduled or cancelled.

If we, cancel or run late the following policies will apply:-

- If we are forced to cancel your session within 24 hours, you will receive another session at no additional charge at a mutually agreed time and date within your existing paid for 4-week block.
- If we are forced to cancel your session giving you more than 24 hours' notice, we will look to reschedule as soon as possible at a mutually agreed time and date within your existing paid for 4-week block.
- If we are running late in starting your session, we will, if possible, extend the session time accordingly or make it up on an alternative date.
- In the unlikely event of your Trainer being unable to continue your training for any reason whatsoever, you will receive a full refund for any outstanding training sessions or products provided within your specific package.
- We agree to a 14 day "cooling off" period, during which time if you decide you do not wish to continue training and wish to cancel your membership you may do so. However, full payment for all training sessions completed within the 14 day "cooling off" period will be due at the agreed rate.

If you, the client, cancel or run late the following policies will apply:-

- The client accepts that all personal training sessions will last for 1 hour unless otherwise stated and will start and finish on time and that the client must contact the Trainer directly to cancel or change booked sessions.
- If you cancel your session with your Trainer giving less than 24 hours' notice before the session is due to start and/or fail to attend, you will be deducted or billed for the full session fee.

- If you are late to a session, we will do our best to utilise the remaining time, however we may be unable to run over time due to potential scheduling conflicts.
- If you wish to terminate your contract after the 14 day “cooling off” period has passed you understand that you must give BFIT PT Ltd 28 days’ notice in advance and that payment for all training sessions that fall within the 28 days will be paid in full, unless the reason for cancellation is due to extenuating circumstances, in which case this may be negotiable at the discretion of the company.

5. **Payment Terms** - The initial payment is due and payable immediately from you to BFIT PT Ltd and is not refundable other than due to cancellation under the Terms and Conditions above or in the event of breach or negligence by the company.

The Direct Debit or Bank transfer payment is due from you to the company, and you are obligated to make payments based on your type of membership, with the first payment being paid on commencement of your membership and then every month thereafter for Group training session members, or a total of 4 weeks payments in full in advance for Personal Training members. Failure to make payments on time will result in training sessions being forfeited. You are obligated to make every payment regardless of non-attendance, except where the cancellation terms are met.

If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay the company on demand an administration fee of £25 (this is required to cover the costs of seeking to pursue such payment from you).

If you fail to pay an amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third party company for collection. The reasonable and direct costs incurred in employing a third party company will be borne by you including costs in tracing you if you have changed address without informing the company.

6. **Change of Details** - You agree to advise us promptly of any changes to your details initially provided.
7. **Breach** - This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services, you may reasonably expect and we have fallen well below that standard.
8. **Rules of Membership** - You agree to comply with the company’s Rules of Membership in relation to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules of Membership at any time provided we give you reasonable advance notice of the change.
9. **Visual Media** - Members may be requested to partake in before and after photographs or photographs to promote the company, In the event that this is requested, members will be asked to complete a “model release” form and can request their name and face are censored or request not to partake in such promotional activities.
10. If we take no action regarding any breach of this agreement by you or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.
11. We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced.
12. We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against the company, you must do so within the United Kingdom. Relevant UK law will apply.
13. If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.
14. We may terminate this agreement with immediate effect on notice to you if you are in breach of the company’s rules (i.e. stealing or other criminal activities within the facility). In this event you will not be liable to pay any further payments, provided such breach is not deemed by the company to have occurred primarily in order to qualify you for a refund.