

BodE Well with Ali Terms and Conditions

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By purchasing an online or in person fitness package from BodE Well with Ali you are registering to participate in activities held by BodE Well with Ali, and you are accepting this waiver and all the terms and conditions (insofar as they are applicable). You should only join if you have read them and voluntarily accept them.

WAIVER

I hereby state that I have read, understood and answered honestly the Physical Activity Readiness Questionnaire (PAR- Q). I also state that I wish to participate in personal training activities which may include, but is not limited to, aerobic exercise, resistance training, stretching, fitness assessments, interval training, running and boxercise (hereafter referred to as Activities). I realise that my participation in these Activities involves the risk of injury and even, the possibility of death. Furthermore, I hereby confirm that I am voluntarily participating in such Activities with knowledge of the dangers involved and that I expressly assume and accept sole responsibility for my own health and safety.

I declare myself physically and mentally sound and suffering from no condition, injury, impairment, disease, infirmity, or other illness that would prevent my participation in training sessions. I recognise that it is my sole responsibility to obtain an examination by a doctor prior to involvement in an exercise programme. I acknowledge that I have either had a physical examination and been given my doctor's permission to participate or, if I have chosen not to obtain my doctor's permission prior to beginning these activities, I acknowledge I am doing so at my own risk.

POSTNATAL CLIENTS – I declare I am at least six weeks postpartum following an uncomplicated vaginal delivery or at least eight weeks postpartum following a cesarean delivery and/or have obtained clearance to exercise from my OB/Gyn or Midwife. I am aware of the risks of exercising and choose to exercise at my own risk.

PREGNANT CLIENTS – I understand that participation in any exercise program, while pregnant, may increase the risk of injury to myself and, if applicable, my unborn child. I confirm that I have consulted with a doctor regarding my participation and the risks I may encounter and he/she has given me permission to participate in this exercise program.

In acknowledging that I am aware of and willing to assume and accept the risks associated with these Activities, I hereby voluntarily agree to waive any and all claims that I have or may have in the future against BodE Well with Ali and its owner Alison Davies and to release Alison Davies from any and all liability for any loss, damage, expense or injury, including death that I may suffer or my next of kin may suffer as a result of my participation in these Activities, except where any such loss, damage or injury is the direct result of negligence on the part of BodE Well with Ali.

This Agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of England and Wales and any litigation

involving the parties to this Agreement shall be within the exclusive jurisdiction of the Courts of England and Wales.

In entering into this Agreement I am not relying on any oral or written representations or statements made by BodE Well with Ali with respect to the safety of my participation in physical activity other than what is set forth in this Agreement.

I UNDERSTAND AND AGREE TO THE CONTENT OF THIS DOCUMENT AND I EXECUTE THIS INFORMED CONSENT, ASSUMPTION OF RISK AND WAIVER OF CLAIM FORM OF MY OWN FREE WILL AND ACCORD.

I acknowledge that this physical activity clearance is valid for a maximum of 12 months from the date it is completed and becomes invalid if my condition changes. I also acknowledge that the community/fitness centre may retain a copy of this form for its records. In these instances, it will maintain the confidentiality of the same, complying with applicable law.

TERMS AND CONDITIONS

These terms and conditions are the standard terms which apply:

1. To provision of Fitness Classes and personal training sessions run by Alison Davies (BodE Well). A sole trader.
2. Where the customer is a "Consumer" as defined by the Consumer Rights Act 2015.

Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business" means any business, trade, craft, or profession carried on by you or any other person/organisation;

"Consumer" means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual who receives or uses services from Us consisting of one or more Fitness Classes for the individual's personal use and for purposes wholly or mainly outside the purposes of any Business;

"Data Protection Legislation" means the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) as amended or replaced from time to time;

"Fitness Class" means any session at which I provide either in-person or online or lead any physical exercise class, including any teaching, instruction or training and all facilities, services, equipment, and other goods and materials which we provide/use in connection with these Fitness classes

"The premises" means the premises at which I hold Fitness Classes as detailed on our website and which may change from time to time;

"Price List" means the standard price list for all Fitness Classes I offer. The details of our Fitness Classes and their prices is available from Bode-Well.co.uk

“Fitness Classes Form” means the registration form that you complete when you first sign up to the Fitness classes, also known as a PARQ.

1. Joining My Fitness Classes

1.1. Whether You want to book a free trial class or sign up for Fitness Classes, then you must book online via Bode-well.co.uk

1.2. I will need personal details from you such as your medical history. You will be required to complete a Fitness Classes Form (PARQ). You will be asked to complete and submit it online. By completing the PARQ you will be agreeing to these Terms and Conditions and there will be a contract between You and I based on these Terms and Conditions.

2. Booking of classes

2.1. You must be over 18 and a ‘consumer’ to book and attend any Fitness Class.

2.2. You may book one free trial class.

2.3. Your place in that Fitness Class is subject to availability. No priority is given but every provision is made by to provide enough fitness classes to accommodate all requests.

3. Missed sessions

3.1. If you missed any of your paid sessions due to work or illness or other reasons, then you may make up that missed sessions the following week only.

3.2. A sustained illness or injury. If you become injured or suffer a serious illness for a sustained number of weeks, then you should contact Alison as soon as possible on bodewellwithali@outlook.com. Each case will be treated individually, and all cases are at our sole discretion.

4. Cancellation / rescheduling

4.1. We may cancel/reschedule a Fitness Class at any time before the advertised time and date of that Fitness Class in the following circumstances:

4.1.1. The required instructor necessary for the Fitness Class is not available,

4.1.2. there is a problem with the venue or,

4.1.3. any event out of the control of Alison Davies.

4.2. If I cancel a Fitness Class in such circumstances I will not make a refund but you may carry over that missed session(s) to the following two weeks.

4.3. I reserve the right to expel you from any Fitness Class if your conduct is in my reasonable opinion unacceptable, or is or may be in my reasonable opinion, harmful to my reputation, or if it amounts to your breach of these Terms and Conditions, or where in such expulsion is otherwise in the interests of others who are in that Fitness Class. You will not be entitled to any refund for a Fitness Class started but not completed due to such expulsion. I may cancel the remaining period of the Fitness Classes package you have purchased in which case I will refund you for the remainder of the package cancelled.

5. Fees and Payment

5.1. You must pay in accordance with our Price List. Refer to our website www.bode-well.co.uk for current pricing information.

6. How and when to pay

6.1. Payment is to be made online via www.BodE-well.co.uk

6.2. All prices of Fitness Classes are inclusive of VAT.

7. Fitness, Health and Safety

7.1. You acknowledge that the Fitness Classes will be physically strenuous, and you agree that you voluntarily participate in such Fitness Classes with full knowledge that even if I am not negligent there is a risk of personal injury or illness arising from your participation in such a Fitness Class.

7.2. Certain Fitness Classes may be unsuitable for you if you have special needs, or any medical, health or fitness problem or condition.

7.3. You must ensure that you are fit and well enough to participate in any Fitness Class that you attend, and you will, at all times, be responsible for your own state of health, physical condition and wellbeing.

7.4. If you have any concerns about your fitness or health, you should seek appropriate medical advice from a relevant professional medical or other adviser before attending a Fitness Class. We cannot and do not provide any such advice.

7.5. You agree that when you register and when you attend any Fitness Class, that will be your confirmation that you have no health or fitness problems which may affect your participation in any Fitness Class.

7.6. When you buy a class pass or package of Fitness Classes and you tell me at that time about any medical, health or fitness issue or special need, I will discuss it with you, and inform you if I decide not to accept your booking because of that issue or special need. If I do accept your booking, you must act in accordance with any instructions provided by me relating to the issue or need.

7.7. You must tell me:

7.7.1 of any medical condition or are taking any medication which may affect your ability to undertake any activities at a Fitness Class or to use any equipment or facilities provided by me.

7.7.2 of any circumstances affecting your health which may be worsened by any activities at a Fitness Class; and

7.7.3 if you are pregnant, and if so whether you are in the first 3 months of your pregnancy.

7.8. If you do not tell me before a Fitness Class of anything referred to in clause 7 that I then discover, I will be entitled not to provide some, or all, of that Fitness Class or any other Fitness Classes and to treat any such Fitness Classes (or the affected part of it/them) as cancelled by you without notice. I may also cancel any other remaining classes purchased. In that case I will refund you for each class pass remaining.

7.9. You must not attend any Fitness Class when under the influence of alcohol or illegal drugs.

7.10. You should arrive at least 5 minutes prior to the start time of a Fitness Class to ensure you are ready for the warm-up. If you arrive later than a Fitness Class start time and you arrive after any warm-up for that Fitness Class has begun, I may not permit you to participate in the Fitness Class for health and safety reasons.

7.11. You should not attempt to use any equipment until I have instructed you in the correct use of the same.

7.12. You may only use the equipment and facilities provided by me in the correct manner and must not use them in any manner which is a health and safety risk either to you or to others.

8. Rules

8.1. I do not permit you to:

8.1.1 smoke anywhere on the premises used for my fitness classes;

8.1.2. bring any animals into the premises except for guide dogs. If you require the use of a guide dog, you should inform me of that when you register;

8.1.3. bring any crockery, glass, drink (except water) or food into any part of the premises. Only water either in a plastic or metal bottle is permitted in the premises.

8.1.4. bring to the premises any child/ren under the age of 10 without prior agreement with the Instructor.

8.2. If you do bring any child under the age of 16 they will remain your sole responsibility during the Fitness Class. Any children accompanying you to a class must abide by the following rules:

8.2.1. Children are not permitted to play with any of the fitness equipment, it is your responsibility to keep your child away from the equipment.

8.2.2 Your child/children must be with you, at all times. The instructor or other members of the class cannot look after your child for you for any length of time.

8.2.3 You must take extra care when using fitness equipment around your child. Resistance bands can snap, you must not use a resistance band close to a child where it may hit them if it snaps.

8.2.4 I recommend that any parents bring snacks, water, blankets/mats and appropriate clothing for their babies or toddlers.

8.3. You must be dressed appropriately for exercise with well-fitting trainers suitable for the Fitness Class you are attending. Loosely swinging or sharp jewellery should be removed before a Fitness Class. If you do not comply with any of these dress requirements, I may not allow you to participate in the Fitness Class.

8.4. You must familiarise yourself with and follow any instructions or information which I give you from time to time or on any occasion relating to any fire or other emergency situation or to other issues relating to health or safety.

8.5 Despite best efforts, understand that Bode Well with Ali cannot guarantee that the fitness classes or environment will be 100% risk free of Covid-19 or other infectious disease risk.

8.8 In the event of local or national lockdown resulting in all In-Person classes ceasing, these In-Person classes will continue as Zoom training sessions and the appropriate links will be sent to you. There will be no refunds offered within any one term as Fitness Classes can still be offered remotely via Zoom.

9. Events beyond our reasonable control

9.1. I will not be liable for any failure or delay in performing my obligations under the contract resulting from any cause beyond my reasonable control.

9.2. If any event described under sub-Clause 9.1 occurs that is likely to adversely affect my performance of any obligations under the contract, I will try to inform you as soon as is reasonably possible, my obligations will be suspended and any time limits that I am bound by will be extended accordingly. I will inform you when that event is over and provide details of any new dates, times or availability of Fitness Classes as necessary. You may, without liability to me, request the missed Fitness Class to be carried forward over the following two weeks.

10. Limitation of Liability

10.1. We will be responsible for any foreseeable loss or damage that you may suffer as a result of my breach of these Terms and Conditions or as a result of my negligence. Loss or damage is foreseeable if it is

an obvious consequence of my breach or negligence or if it is contemplated by you and I when my contract with you is created. I will not be responsible for any loss or damage that is not foreseeable.

10.2. I provide or sell all Fitness Classes to you only for your personal and private use/purposes. I will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

10.3. I am appropriately qualified to conduct the particular Fitness Class which I conduct but my advice does not include any medical or similar advice and is not a substitute for advice provided by an appropriate medical professional

10.4. If you bring any personal belongings onto the premises, I do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at your own risk except where such loss or damage is due to any deliberate or negligent act by me. I will not be responsible for any loss or damage to your personal belongings caused by any other customer, guest or visitor to the premises. We therefore advise you not to bring any valuable belongings to the premises.

10.5. Nothing in these Terms and Conditions is intended to or will exclude or limit my liability for death or personal injury caused by my negligence or for fraud or fraudulent misrepresentation

10.6. Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of my duties or obligations to you, or your rights or remedies, or my liability to you, under:

10.6.1. the Consumer Rights Act 2015;

10.6.2. the Regulations;

10.6.3. the Consumer Protection Act 1987; or

10.6.4. any other consumer protection legislation

10.6.5. as that legislation is amended from time to time.

10.7. For more details of Your legal rights, please refer to Your local Citizens’ Advice Bureau or Trading Standard Office.

11. Changes to Terms and Conditions

I may from time to time change these Terms and Conditions without giving you notice, but I will use my reasonable endeavours to inform you as soon as is reasonably possible of any such change.

12. How I Use Your Personal Information (Privacy Policy)

12.1 BodE Well with Ali are committed to complying with the General Data Protection Regulation and the Data Protection Act 2018. Looking after the personal information you share with us is very important, and we want you to be confident that your personal data is kept safely and securely and to understand how we use it.

We have published this notice to help you understand how and why we collect information from you and how we keep it safe.

12.2. If we make changes to this notice we will notify you by updating the website. BodE Well with Ali will be what is known as the ‘Data Controller’ of the personal data you provide to us, and we will sometimes refer to ourselves in this notice as “we” or “us”. By Data Controller, this means BodE Well with Ali determines the purposes and way in which any personal data are, or will be, processed.

12.3 What information do we collect and why?

12.3.1 When you begin using our services, you are entering into a contract with us it is important that we fully understand all of your circumstances, some of which may be personal or sensitive information.

12.3.2 We may need to ask questions and obtain data either written or verbal about your physical and mental health and wellbeing, medication or illness. We may also obtain personal data such as your name, address, data of birth, contact details and information about your child/ren. This helps us to make sure we can keep you safe in our classes and appointments, work with you to deliver the services you need and be well informed about you as an individual. We treat every client as an individual and therefore require information to carry out our work to the best of our ability. This is in line with our duty of care to you.

12.4 How do we use your information?

Data Protection says that we are allowed to use and share your personal data only where we have a proper reason to do so. The law says we must have one or more of these reasons and these are:

12.4.1 Contract - your personal information is processed in order to fulfil a contractual arrangement e.g. you may have a medical condition that impacts on the services we can deliver to you, safely.

12.4.2 Consent – where you agree to us using your information in this way e.g. storing of your screening forms.

12.4.3 Legitimate Interests - this means the interests of Fit and Healthy Mums in managing our business to allow us to provide you with the best products and service in the most secure and appropriate way e.g. obtaining your email address to keep you up to date with timetables, location and class changes.

12.4.4 Legal Obligation – where there is statutory or other legal requirement to share the information e.g. if we feel we need to share your details with a medical professional or require specialist assistance, to keep you safe.

12.4.5 We do not hold, store or have access to any financial information based on our online booking process.

12.4.6 Please be aware that it is our policy to never sell on or pass your data to any third party. We would only ever share your data with a medical professional or otherwise in line with our safeguarding policy where we deem it to be appropriate and within the clients best interests, with safety and welfare at the heart of any sharing.

12.4.7 Below are examples of ways in which we may use your personal information, based on legitimate reason:

12.4.7.1 Making and online payment, we store your email address in order to contact you in case of cancellations, changes of location or unforeseen circumstances.

12.4.7.2 We keep a record of when you make an online payment, or any other payment for accountancy and HMRC requirements.

12.4.7.3 Marketing Communications, Service Enhancements and Special Offers to keep you up to date with our current offering and ensure you are fully aware of the services we can offer to you.

12.4.7.4 Market Research, we may contact you so that you can help us to deliver better services and products in the future. We may also ask your opinion on how we are doing, as we want to get it right!

12.4.8 Keeping in touch with you

We want to keep you up to date with information about new services, special offers and improvements to our offering.

12.4.9 If you decide you do not want to receive any information you can request that we stop by emailing bodewellwithali@outlook.com . You may continue to receive mailings for a short period while your request is dealt with.

12.4.10 How long we keep your information

12.4.10.1 If we collect your personal information, the length of time we retain it is determined by a number of factors including the purpose for which we use that information and our obligations under other laws.

12.4.10.2 We may need your personal information for insurance and record keeping purposes. For this purpose, we will always retain your personal information for 7 years after the date it is no longer needed by us for any of the purposes listed under How we use your information above. This is in line with our other legal obligations, e.g. class registers.

12.4.11 What are your rights

You are entitled to request:

12.4.11.1 Right of access –to request access to your personal information and information about how we process it.

12.4.11.2 Right to rectification –to have your personal information corrected if it is inaccurate and to have incomplete personal information completed

12.4.11.3 Right to erasure (also known as the Right to be Forgotten)

12.4.11.4 Right to restriction of processing – to restrict processing of your personal information

12.4.11.5 Right to data portability - to electronically move, copy or transfer your personal information in a standard form

12.4.11.6 Right to object - to object to processing of your personal information

12.4.11.7 Rights with regards to automated individual decision making, including profiling –rights relating to automated decision making, including profiling

12.4.12 You have the right to lodge a complaint with a data protection regulator where your personal information has or is being used in a way that you believe does not comply with the Data Protection Act 2018, however, we encourage you to contact us before making any complaint and we will seek to resolve any issues or concerns you may have.

12.4.12.1 The contact details for the Information Commissioner’s Office (ICO), the data protection regulator in the UK, are available on the ICO website www.ico.org.uk

12.4.13. From time to time, BodE Well may take photos and videos of classes or sessions for marketing purposes (website, newsletters, social media platforms).

12.4.13.1 By booking and attending classes or sessions with BodE Well, you consent to these images or videos being collected, but members must inform the instructor in writing if they wish to opt out.

13. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your registration) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

14. Information

As required by the Regulations:

14.1. all of the information described in Clause 14; and

14.2. any other information which I give to you about any Fitness Classes or myself and my business which you take into account when deciding to make a booking or when making any other decision about Fitness Classes;

14.3. will be part of the terms of my contract with you as a Consumer.

15. Complaints

I always welcome feedback from you and, whilst I always use all reasonable endeavours to ensure that your experience as my customer is a positive one, I nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about my Fitness Classes or any other complaint about me, please raise the matter with Alison Davies who can be contacted by email: bodewellwithali@outlook.com

16. No Waiver

No failure or delay by you or I in exercising any rights under these Terms and Conditions means that you or I have waived that right, and no waiver by you or I of a breach of any provision of these Terms and Conditions means that you or I will waive any subsequent breach of the same or any other provision.

17. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

18. Law and Jurisdiction

18.1. These Terms and Conditions, the contract, and the relationship between you and I (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

18.2. As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.

18.3. Any dispute, controversy, proceedings or claim between you and I relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

Alison Davies

Updated November 2022

Online Programs Terms and Conditions

These Terms & Conditions are effective as at 7 July 2022

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY.

These Terms & Conditions cover important information about the BodE Well Apps, the Website, Program, and the Subscription and any applicable fees.

The provisions in the Pregnancy & Post-Pregnancy Programs Appendage form part of the Terms & Conditions and create a legally binding agreement between you and us where you participate in the pregnancy and/or post-pregnancy workout plans offered by us.

Your Subscription is governed by these Terms & Conditions.

Definitions

For the purposes of these terms and conditions the following definitions apply:

1. App means the BodE Well with Ali Apps operated by us, Forum, Program, products and/or services offered or provided by BodE Well with Ali excluding the BodE Well Website;
2. 'BodE Well with Ali' refers to the sole trader Alison Davies
3. Facebook Community means the Facebook Community where registered members are able to communicate together be it on the Website or App or other 3rd party platforms e.g. Facebook;
4. Licence means the licence granted by us to you governing your use of the Program and the Services (as defined below) in accordance with these terms and conditions;
5. Our, ourselves, us, we, refers to Alison Davies / BodE Well with Ali and affiliates who for the purposes of these terms and conditions refer to any person or entity we directly or indirectly own, control or operate, currently or in the future and/or which has a controlling interest in us and/or is an entity who has the right to operate with or on behalf of ourselves;
6. Party refers to a party to these terms and conditions and it includes that party successors, administrators and assignors and where a party consists of more than person, then these terms and conditions bind them jointly and each of them severally;
7. Program means the BodE Well with Ali program offered via the Website/App and the Pregnancy Program (if applicable);
8. Subscription means the subscription with BodE Well with Ali entitling you to use of the Program and/or the Facebook Community;
9. Terms and Conditions means these terms and conditions as amended from time to time;
10. Website means the website <https://www.bodewellwithali.com>, <https://www.bode-well.co.uk>, Facebook Community, Program, Pregnancy Program, products and/or services offered or provided by BodE Well with Ali, excluding the App;
11. You or yours refers to you, the person accessing the Program and agreeing to the terms and conditions of your use of the Program and its contents;
12. One gender includes any other gender.

Note in these Terms and Conditions, the single includes the plural and the plural includes the singular;

Licence

13. By virtue of these Terms and Conditions, you are granted a non-exclusive, non-transferable, non-sublicensable Licence to personally access and use, for non-commercial purposes, the Website / App and the services offered on the Website / App ("Services").
14. You may not use the Licensed eBooks on more than one computer system or device concurrently.

15. Full-scale reproduction of the Licensed eBook contents is expressly prohibited.
16. This Licence shall continue until terminated in accordance with this Agreement.

Website / App

17. These Terms and Conditions govern your right to use the Website/App and your access to and use of the App, Program, the Facebook Community and/or any products or services acquired in relation to the Program and/or any links provided on the Website/App to other websites.
18. In downloading and/or printing any content from the Program to your computer, you do not receive any ownership rights to such content and by downloading any content you agree not to use the content for any unlawful purpose. You agree that your use of the Program is only for your personal use and not for any commercial or another use contrary to these Terms and Conditions and our legal rights in respect of the Website, the App and/or the Facebook Community.
19. You agree that if you download any content from the Website/App you will not reproduce, distribute in person, publish, republish, print, upload to any third party, post on any social media site or Facebook Community, or distribute or modify or otherwise deal with any content in the Website/App in whatever format, personally or otherwise, and/or provide it, or any part of it, to a third party that would otherwise infringe our intellectual property rights.
20. You agree that in downloading any service or product from the Website/App, you will not rent, lease or lend it to a third party nor decompile, reverse engineer, modify or derive content from the Website/App and/or make it available over a network where it could be used by multiple devices at the same time.
21. You agree that your use of the Website/App will not violate any laws without limitation, including those governing competition, advertising, consumer protection laws, privacy, obscenity, spamming, stalking, intellectual property rights and/or defamation in England, UK and when accessed in another jurisdiction the laws of that jurisdiction and English law, so far as the laws are not inconsistent, in which case you agree to be bound by the laws for England and Wales, UK.
22. You agree that in using the Website/App, you will not post threatening, harassing, defamatory, obscene, offensive, hate mail or speech or facilitate others to commit such acts in whatever format.
23. You agree that we may, and reserve the right to, remove any comments made by you about the Website/App, any of its content, its individual representatives, officers, directors, consultants and/or employees which we believe in our sole discretion to be damaging to BodE Well with Ali.
24. The content on the Website/App, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like and the trademarks, service marks and logos contained therein, are owned by or licensed to us, subject to copyright and other intellectual property rights under law.

Your Agreement and Subscriptions

25. In accessing, registering or using the Website/App and/or the Services and products, information, text and images offered or provided on the Website/App, you are deemed to have read and personally agreed to the Terms and Conditions.
26. Payment for each Subscription is governed by these Terms and Conditions as well as our Billing Terms which form part of these Terms and Conditions.

27. We may offer promotional offers and special discounts from time to time which will be subject to separate terms and conditions to be read in conjunction with these Terms and Conditions.

Eligibility

28. You represent and warrant that you are at least 18 years old and will be responsible for the information provided when creating a Subscription. This Program is not designed or recommended for anyone under 18 years old. If you are accessing and using the Program or any of the Programs services or products on behalf of a party who is not at least 18 years of age then you are representing that you are that party's legal guardian and you will indemnify us for any losses or damage suffered as a consequence of the party who is less than 18 years of age failing to comply with these Terms and Conditions.

29. Without limitation, the Program is available only to individuals with whom legally binding contracts can be formed under English law.

30. We have the right to refuse to deal with you, at any time, at our sole discretion, including the suspension or termination of your Subscription, if we believe that you may or will bring our reputation, those individuals who represent us in the marketplace, our other users, and/or Facebook Community members into disrepute or otherwise will interfere with other parties rights to have reasonable use of and access to the Program or to the contents and components of the Program or are in any way in breach of these Terms and Conditions.

Membership

31. You agree to provide accurate and truthful details about yourself for the purposes of your Subscription, for the Program and/or inclusion in the Forum and we reserve the right to suspend or terminate your Subscription if at any time we discover you have provided inaccurate, incomplete or misleading personal information.

32. Once you register on the Website/App, you will be given access to a "Clients only" email subscription and Facebook Community access.

33. Access to the information provided through email subscription and the Forum is for your sole use only.

34. Any password or right given to you to obtain access to the "Clients only" email subscription and the Facebook Community, and the contents or use of either the email subscription or Forum, is not transferable to any third party.

35. We reserve the right, in our sole discretion, to terminate your access to the "Clients only" email subscription or Facebook Community if, in our opinion, you have failed to comply with any of the provisions of these Terms and Conditions.

36. We reserve the right, at our sole discretion to terminate your access to the Facebook Community once you have cancelled your membership.

Third parties

37. We may use third parties to assist us to provide our Services to you including payment processing and client registrations. These third parties may have access to certain personal information required to perform their function. They cannot use your information for any other purpose.

38. The Website/App may also contain links to websites operated by third parties. Such links are provided for convenience only and BodE Well with Ali has no liability in connection with your use of any such third-

party website or any content posted or published on the third party website. We strongly advise you to read any terms and conditions and/or privacy policy of any third-party site that you visit.

Facebook Community

39. You acknowledge that Facebook Community membership provides for public communications.

40. To become a Facebook Community member you agree to provide truthful, accurate personal details about yourself as required on the signup page for Facebook.

41. You will use the Facebook Community only for positive and supportive purposes and not post or comment negatively or in terms that could or might be offensive to other users of the Facebook Community, either on the Facebook Community itself or otherwise, the Program, the Facebook Community and/or the individuals representing the Program and/or their employees.

42. You will not use the Facebook Community:

- a. for any unlawful, disrespectful, harmful, threatening, abusive or otherwise objectionable purpose;
- b. to incite others to conduct the activities described in subparagraph 8.4(a);
- c. to interfere with the lawful and reasonable use of the Forum by others; and
- d. to attempt to directly or indirectly, allow or facilitate a third party to enter the Forum through your Subscription.

43. You acknowledge that the moderators of the Facebook Community reserve the right to remove any messages in the Facebook Community that are inappropriate or that they reasonably believe may have a negative impact upon the Program and/or its reputation.

Renewal & Termination

44. If you have purchased an ongoing Subscription, this will automatically renew for the same term of your initial Subscription unless you cancel your Subscription via the billing platform your Subscription was purchased on.

a. Website Cancellations

i. If the account was created on the BodE Well with Ali website (www.bode-well.co.uk), the Subscription can be cancelled by contacting BodE Well with Ali either via email bodewellwithali@outlook.com or via the website chat function or in-app chat.

b. App Cancellations

45. You may cancel your Subscription by following the steps in clause 9.1. Please note a refund will not be issued when you cancel. At the end of your paid Subscription period, we can then deactivate any account in your name, your membership of the Website/App and archive any information about you, or your account, stored in our database as well as cease the provision of any information to you. Your information may be stored for up to 7 years from the date of purchase and/or Subscription at which point in time it will be deleted or destroyed.

46. We can terminate your Licence, Subscription and/or participation in the Facebook Community at our sole discretion if we believe you have breached any of the Terms and Conditions of the Licence and/or you have or are facilitating the unlawful activity of a third party in respect of the Program and further, we are at liberty to take any other action necessary to enforce these Terms and Conditions.

Payments

47. In purchasing any product or Service from the Website/App ("the Purchase") you agree to:

- a. pay using a valid credit card (or other form of payment as we may allow);
- b. provide us with current and complete information as detailed in the purchase order form including full legal name, email address, credit card details and billing information as required and without limiting any of our rights and remedies if we discover or believe that any information provided by you is inaccurate or incomplete, we reserve the right to refuse to continue with your Purchase, or put on hold or terminate your access to the website, the Program or any of the services or products provided by us at any stage at our sole discretion and you forfeit any right to a refund of any payment made by you for the Purchase; and
- c. pay all costs, fees, charges, applicable taxes and other charges as may be incurred in respect of the Purchase ("the costs")

48. All costs are in GBP (British Pounds) unless otherwise indicated.

49. You acknowledge and agree that prices will vary depending on the type of Subscription as well as the region you are located.

Risk and Limitation of Liability

50. You will receive access to the Program upon payment from you.

51. We provide no estimate as to time of delivery and you agree that time is not the essence with respect to delivery.

52. Where we provide access to the online Program, and you claim that you have not received such access, then you must tell us via bodewellwithali@outlook.com within 7 days of the date by which you purchased the Program for us to investigate your claim.

53. You acknowledge that your participation in the recreational services and activities in this program may involve risks, including personal injury and death. Prior to participating in the recreational services and activities, you must assess all the risks involved, including risks that may be caused by your own acts or omissions, your health condition/s, those of other users of the Website and risks that are not known to you or are not readily foreseeable at the time of participating in the recreational services and activities. By participating, you are doing so voluntarily and at your own risk. To the extent permitted and required by law, this is a risk warning pursuant to the various civil liability and consumer protection legislation. You assume all risks in connection with your participation in any recreational services and activities that we may provide.

Warranty / Refund

54. Subject to the rights granted to you by statutory consumer protection legislation, which cannot be excluded, due to the nature of the Program and/or the products and services offered by the Website/App, and as we make no representations to you in respect of your use of the Program and/or the products or Services offered by the Website/App, we provide no warranty as to any results or outcomes associated with using the Program, nor in respect of any use of the products or services offered by the Website.

55. You expressly acknowledge that your use of the Website and/or App and its products and/or services is at your sole risk.

56. We do not offer refunds or credits for unused subscription periods, accidental purchases, medical conditions, or any similar reason or event, unless required by law to do so.

Privacy Policy

57. Your privacy is important to us. Our Privacy Policy is incorporated into this document for reference. Please read our Privacy Policy carefully for information relating to the collection, use, and disclosure of your personal information. We will manage your personal information in accordance with our privacy policy. You can find a copy of our privacy policy, section 12 of this document.

Medical Disclaimer

58. We are not a medical organisation and we do not and cannot give or purport to give you any medical advice or assistance in whatever form. Nothing in the Program or anything associated with it should be taken or understood as medical advice or assistance nor should it be interpreted in substitution for any medical advice or assistance or used or referred to instead of seeking appropriate medical advice or assistance from qualified practitioners for your particular circumstances and needs. You are solely responsible for evaluating and assessing your own health and wellbeing and whether, in all the circumstances, you should access and use the Website/App and/or participate in the Program and/or its products and Services. We encourage you to seek appropriate medical advice or assistance before embarking on any use of the Website/App, the Program and/or its products or Services.

59. You agree that neither we, nor any of our affiliates, service providers and/or suppliers, warrant or make any representation about the contents, products, services or offers referred to in the Program, and specifically do not make any representation about the risks, results, reasonableness, or accuracy or otherwise of such contents, products, services or offers and your use of the Website/App or its products and services, is at your sole risk.

60. Persons with pre-existing medical conditions, in poor health, or with any concerns as to commencement of a new fitness program should consult with an appropriate healthcare professional before beginning any of the Programs.

61. You are responsible for making your own inquiries and seeking independent advice from an appropriately qualified healthcare professional before acting on any information or material made available to you through the Website. The information on the Website may not be suitable to your particular circumstances and is not a substitute for obtaining specific advice from a qualified health care professional.

62. You should first consult an appropriately qualified healthcare professional before following any exercise programs or using any of the information on the Website, particularly if you (or your family) have a history of high blood pressure or heart disease or if you have experienced chest pain when exercising or chest pain in the past month when not engaged in physical activity, are pregnant, breastfeeding, have an ongoing physical condition, are suffering from cancer or other long term illness, are living with liver disease, kidney disease, or renal failure, have diabetes, blood pressure or cholesterol issues, are obese, smoke, have high cholesterol, have a bone or joint problem that could be made worse from physical activity, or are recovering from or recently recovered from illness and/or injury.

Limitation of Liability

63. Subject to the rights granted to you by statutory consumer protection legislation, which cannot be excluded, in no event shall we be liable to you for any injury, or incidental, undue damages, whatsoever including damages for loss of income, data, or personal injury or consequential damages (or any loss of revenue, loss of data, loss of profits or loss of opportunity whether the losses be direct or indirect) regardless of whether liability is based on any breach of contract, tort (including negligence) or warranty, arises under statute, or any other basis of liability, except to the extent such limitation or exclusion of liability is not permitted by law.

64. To the maximum extent permitted by law, we exclude all liability arising from or in connection with any recreational services or activities for: (1) death; (2) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); (3) the contraction, aggravation or acceleration of a disease; and (4) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:

- a. that is or may be harmful or disadvantageous to you or the community; or
- b. that may result in harm or disadvantage to you or the community, resulting from the supply of recreational services or recreational activities.

Our rights to modify services

65. You acknowledge that we are entitled at any time, to change, modify, vary, delete or otherwise deal with the Website/App and/or the Terms and Conditions, as we see fit.

66. We will give you notice of any changes, for instance by:

- a. publishing them on our website or
- b. writing to the address (post or email) you last gave us

67. The most up to date terms and conditions always apply.

68. You agree that we may transfer, assign, license, or deal with our interest in the Program, Facebook Community, copyright or any other published material to any Affiliate or to any third party who shall, in any event, be bound to meet the obligation of any agreement you have with us for services we provide to you for payment. We will give you notice of any change or dealing within 28 days in the manner provided by clause 16.2.

Jurisdiction

69. These Terms and Conditions are governed by the laws of England and Wales and you agree to the non-exclusive jurisdiction of the Courts of that jurisdiction and any appeals from those Courts.

Indemnity

70. You agree to indemnify us to the full extent needed from any and all third party claims, liabilities, costs, expenses including solicitor/client costs on an indemnity basis, that we may incur or suffer as a result of your improper or illegal use of the Website/App and/or from your breach of any of the Terms and Conditions and/or any facilitation or support by you of a third party causing any loss or damage to us.

71. You are liable for all content posted by you on the Facebook Community

72. You are required to exercise due care to conform to any English laws relating to publication, broadcasting, media controls, advertising standards and social media legal considerations, as they may

arise or be applied to you in respect of any content you post on the Forum or in relation to the Program or that by your actions of conduct.

73. You agree to indemnify us for any claims, losses, liabilities, costs or expenses ("losses") incurred by us you may cause, or contribute to such losses.

General

74. Entire agreement These Terms and Conditions form the entire agreement between us and you in relation to the Program and your use of it.

75. Waiver Any failure or delay on our part to exercise a power or right we have under these Terms and Conditions (unless in writing to you) does not amount to a waiver of that power or right and will not preclude our entitlement to exercise that power or right at a later date.

Information provided on Website

All information provided by us on the Website/App is provided in good faith. We derive our information from sources which we believe to be accurate and up to date as at the date of publication. We may update any information at any time but you acknowledge that the information on the Website may not be the most current knowledge. In addition, to the extent permitted by law, we do not make any representations or warranties that any information we provide is reliable, accurate or complete and (unless expressly stated) we make no guarantees of any specific result from use of this Website or the information service provided through it. To the extent permitted by law, we are not liable for any loss arising from any action taken or reliance by you on any information or material available on the Website.

Pregnancy & Post-Pregnancy Program Appendage

1. In addition to the above terms and conditions (as applicable), these provisions apply when you participate in the Pregnancy and/or Post-Pregnancy Programs. If you do not agree to these provisions, you must not participate in the Pregnancy and/or Post-Pregnancy Program.

2. When participating in or receiving any of the services that form part of our Pregnancy and/or Post-Pregnancy Program, you acknowledge and agree to the following:

a. we assume that you are in good physical and mental health and your pregnancy and/or post-pregnancy and health is without risk factors or complications;

b. you must complete a medical registration form prior to attending any group, one on one or virtual group sessions;

c. if any medical conditions arise whilst you are participating in or receiving any of the services that form part of our Pregnancy and/or Post-Pregnancy Program, you will cease participating in and receiving the services and let us know immediately;

d. you are participating in the Pregnancy and/or Post-Pregnancy Program entirely at your own risk, and acknowledge that if you make any modifications to the Pregnancy and/or Post-Pregnancy Program while participating in the Pregnancy and/or Post-Pregnancy Program, or if you undertake, while pregnant, any program or workout not recommended by us, you also do so entirely at your own risk. In addition, you understand that, in participating in the Pregnancy and/or Post-Pregnancy Program postnatal, there is (amongst other health risks), a risk of organ prolapse, back pain, bladder leakage, poor C-section scar healing, and the rate of reduction of diastasis recti (abdomen separation post-birth). You acknowledge

that these matters can all be affected by the pace, frequency, and nature of exercise that you engage in post-pregnancy;

e. you need to use caution and seek professional health advice if you are at all unsure about your health or fitness at any time during the Pregnancy and/or Post-Pregnancy Program;

f. you have obtained and relied on the medical clearance of your doctor, physician, obstetrician, or another medical professional in determining to participate (and once commenced, to continue participating in) the Pregnancy and/or Post-Pregnancy Program;

g. we are not aware of and cannot determine your individual suitability for the Pregnancy and/or Post-Pregnancy Program. To the maximum extent permitted by law, you indemnify and hold us harmless against all claims, demands, lawsuits, actions, proceedings, investigations, liabilities, damages, losses, costs or expenses including reasonable legal fees, in any way arising out of, in relation to or in connection with directly or indirectly:

i. your participation in the Pregnancy and/or Post-Pregnancy Program; or

ii. your breach of any of the provisions of the Pregnancy and/or Post-Pregnancy Appendage;

h. any information provided by you in connection with the Pregnancy and/or Post-Pregnancy Program is true, and you further acknowledge that we have relied on this representation in assuming that you can participate safely in the Pregnancy and/or Post-Pregnancy Program;

i. you know that you need to stop exercising and seek medical advice if at any time during or after having undertaken any exercise as part of the Pregnancy and/or Post-Pregnancy Program, you feel unwell or experience any of the following symptoms (including without limitation any symptoms that your doctor, physician, obstetrician or other medical professional advised you of prior to engaging in the Pregnancy and/or Post-Pregnancy Program, or at any time thereafter):

i. Nausea

ii. Discomfort

iii. Pain, including without limitation, chest pain, abdominal pain, or pelvic pain

iv. Vaginal bleeding

v. Are short of breath

vi. Have a headache

vii. Muscle weakness

viii. Experience difficulty walking or standing

ix. Contractions

x. Painful heat in the lower legs

xi. Burning or difficulty urinating

xii. Painful breasts

xiii. Experience dizziness

xiv. Feel faint or light-headed

xv. Calf pain or swelling

xvi. Notice an irregular or rapid heartbeat

xvii. Reduced movement by the baby

xviii. Fluid leaking from the vagina

j. you give us permission to contact at our discretion your emergency contact/medical practitioner/midwife/therapist should the need arise.