

iOme Fitness – Terms and Conditions

1. Introduction

1.1 These Terms and Conditions apply to any bookings a participant makes with iOme Fitness. By booking a course, Personal Training Session or Private Class the participant agrees that these Terms and Conditions shall apply in full to the delivery of the service by iOme Fitness and that they form part of the contract between the participant and iOme Fitness.

1.2 No variation of these Terms and Conditions shall apply unless confirmed in writing by or on behalf of the Proprietor of iOme Fitness. These Terms & Conditions are subject to change at the discretion of iOme Fitness.

1.3 When a participant is accessing subsidised training through a funded project or scheme, all Terms & Conditions will apply (except for terms regarding initial payment for the service).

2. Bookings & Payment

2.1 Bookings will always be processed on a first come, first served basis, and will only be accepted when accompanied by a completed deposit payment.

2.2 Full payment, or a deposit and legally binding commitment to pay the balance, is required at time of booking. Deposits are non-refundable. Full payment is required before the commencement date of the fitness service.

Failure to pay by the due date will result in the booking being cancelled and all payments made to date will be forfeited without liability on behalf of iOme Fitness.

2.3 An installment payment plan is available for some iOme Fitness services. Additional Terms & Conditions will be supplied upon confirmation of plan set up. Once this plan is set up the participant is required to complete all payments even if they are unable to attend.

2.4 All course bookings and fitness services will be confirmed by iOme Fitness via email. The participant has the right to cancel the course booking or fitness service

and obtain a refund of all fees paid to date other than the initial deposit if the participant informs us within seven days of the booking that they wish to cancel.

2.5 All payments due to iOme Fitness shall be made without any deduction whether by way of set-off, counterclaim, discount, abatement, bank charges or otherwise.

2.6 No payments will be deemed to be made until iOme Fitness receives full payment in cleared funds.

2.7 Any money paid that is not used for a course or Fitness Service within 3 months of the date of payment will be forfeited.

2.8 Any billing/receipt queries must be raised via email with iOme Fitness within 6 weeks of the course or fitness service start date. Any queries relating to invoices, receipts, etc. from bookings older than 2 months will result in an administration charge as iOme Fitness maintains a data archival process to optimise the performance of their databases.

2.9 Before beginning a course participants must send an email to info@iomefitness.com detailing any dates off that they will need over the duration of the 6 week course. An adjusted course schedule and an extended finish date will then be emailed to the participant as confirmation of the change.

2.9.1 If prior to the start of the course the participant knows that they need days off during the course but doesn't yet know which dates those are; the participant should email requesting 'number of sessions off' rather than dates off. (This option will be the only occasion where the course participant will then be able to choose at short notice, which session/s they would like to use as their day/s off).

2.9.2 If during your course any of the pre-booked off session dates change (ie the participant now doesn't need a particular day off) they will be able to swap that day for another day off or alternatively choose to finish their course earlier.

2.9.3 If a course participant is ill they should contact iOme via email, text or leave a voice message at [07470299494](tel:07470299494). By doing this it helps iOme Fitness to readjust the session for odd/even numbers and helps keep things running smoothly for fellow course members.

2.9.4 Any sessions which course participants have off as sick days are not added on to the end of the participants course as these days are unpredictable and could delay new course members scheduled start dates.

2.9.5 If a course participant becomes very ill (illness lasting more than 2 weeks) or has to stop attending their course due to injury they can request via email their course be paused. This will then allow the participant to rejoin the course at a later date within a 6 month period starting from the date of the injury or illness. Upon request of a particular rejoining date iOme Fitness will try to accommodate, but if courses are fully booked at the time of the participant's request they will receive a start date within 6 weeks of their requested date.

3. Delivery Of Courses and Private Classes

3.1 Dates, times and locations for courses and Private Classes are accurate at the time of booking, however iOme Fitness reserves the right to alter times, dates or locations if circumstances dictate.

3.2 The participant is responsible for arranging their own transportation to and from the agreed location.

3.3 Venue membership is not included in the course fees.

4. Cancellation

4.1 No refunds will be given for any cancellations made by the participant outside of the timescales mentioned in Bookings and Payments 2.4. All fees will be forfeited.

4.2 In the unlikely event that iOme Fitness has to cancel a course they will offer the participant a choice of alternative dates for the same course. If these dates are not suitable for the participant they will provide a refund up to the value of the course.

4.3 If a participant does not start a course, this will be treated as a cancellation.

4.4 If a Personal Training Or Private Fitness Class participant needs to cancel a session they must do so via email or text message no less than 24 hours before their session is due to start. If the participant cancels without leaving the requested 24 hours notice then their session shall be forfeited. (There shall be no refund or alternative session offered). If a participant cancels or wishes to rearrange a session outside of the 24 hour period before their session is due to start then the client shall receive either a full refund for that session or an alternative session date.

4.5 If a participant stops attending a course or Personal Training block without notifying iOme Fitness in advance via email, this will be treated as a cancellation. All monies paid shall be forfeited without liability on behalf of iOme Fitness.

5. Transfers

5.1 The participant must notify iOme Fitness in writing if they wish to transfer their original booking to an alternative date. If a change is requested four weeks or less before the start of a course, iOme Fitness will charge a transfer fee of £20 in accordance with its current charges. This must be paid at the time of the transfer request. If a change of date is requested less than four weeks before the start date of a course, iOme Fitness may be unable to transfer the booking in which case all fees paid to date will be forfeited and the participant will be liable to pay the course fee on re-booking of that course.

5.2 A transfer from one course type to another can be made once only.

6. Responsibilities and Liability

6.1 iOme Fitness shall not be liable for any loss, damages, costs, claims, demands, expenses or liabilities of whatsoever nature arising out of the delivery of a course, Personal Training Session or Private Class to a participant as a result of their act or omission including but not limited to the following:

- The participant's failure to follow any oral or written instructions or recommendations in relation to the course/session/class.
- The participant supplies to iOme Fitness any information that is inaccurate, false, misleading or out-of-date.
- Any loss or damage to any personal items and valuables that the participant brings to the iOme Studio or alternative venue.

6.2 Except in respect of death or personal injury caused by iOme Fitness's negligence or the negligence of their instructors, iOme Fitness shall not be liable to the participant by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Terms and Conditions, for any loss of profit, pure economic loss, loss of business, depletion of goodwill or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by iOme Fitness instructors, tutors, employees, agents or sub-contractors) which arise out of or in

connection with the delivery of the course/session/class or the participant's participation in it and use of its qualification by them.

6.3 iOme Fitness's entire liability to the participant under or in connection with these Terms and Conditions shall not exceed the amount equal to the fees paid by the participant.

7. Data Protection

7.1 It is iOme Fitness's policy to respect the privacy of its course participants. In order to support participants' learning, they will disclose participants' details and information to the instructor(s) delivering the course and also any funding/training partners specific to the participant's course but they will not disclose the details and information provided by the participant to any other third party without their consent unless:

- they are specifically required to do so by law;
- it is in response to a valid, legal request by a law enforcement or governmental authority.

7.2 By making a booking, the participant acknowledges and consents that iOme Fitness may store and process their personal details and information (for example their name, address, telephone number, Date Of Birth, email address and disclosed medical conditions/learning needs) in accordance with any relevant data protection legislation and that they may use this information for the purposes outlined in these Terms and Conditions. iOme Fitness maintain databases of their course participants, personal training clients and class participants both manually and electronically. They use this information from time to time for mailing information about the services that they offer. They always ensure, however, that they handle data about participants in accordance with the provisions of the Data Protection Act 2018. If, at any time, a participant does not wish iOme Fitness to provide them with this information or to retain their personal details on the database then please inform them in writing.

8. Ownership Of Course Materials

All intellectual property rights in course materials are owned by iOme Fitness. The participant agrees not to replicate, alter, modify or distribute the materials or do

anything which would infringe upon any rights. For the avoidance of doubt 'intellectual property rights' shall mean any patents, design rights, trade marks, service marks (in each case whether registered or not), applications or rights to apply for any of the foregoing, database rights, know-how, trade or business names, rights in confidential information, goodwill and other similar rights existing in any part of the world.

9. Course Participant Responsibilities

9.1 It is the participant's responsibility to ensure that iOme Fitness holds his or her correct personal information. iOme Fitness will not be liable for any errors due to incorrect personal information supplied by the participant.

9.2 iOme Fitness will offer support to participants with individual learning needs and/or disabilities. It is the participant's responsibility to inform iOme Fitness of any individual needs at the time of booking so that appropriate support can be provided.

9.3 All participants must comply with the legislation relevant to the working areas and behave in a manner that does not put his/herself or others at risk. All participants must familiarise themselves with Fire Evacuation Procedures. Corridors and stairways, which are provided for the safe passage of people using the venues, should not be obstructed.

9.4 All participants must comply with the Studio Safety Agreement. Any participant found guilty of breaching the Agreement will be removed from the course/session/class and all fees paid will be forfeited. If any participant's behaviour results in breaches of the law, iOme Fitness reserves the right to involve the police and to prosecute the individual(s) concerned.

10. General

10.1 Any notice required under these Terms and Conditions or by statute, law or regulation shall (unless otherwise provided) be in writing and delivered in person, sent by email or registered mail to the respective parties address as set out on the application form or as each party may from time to time designate by notice here under. Any such notice shall be considered to have been given on the first working day of actual delivery or sending by facsimile or email or in any event within two working days after it was posted in the manner herein before provided.

10.2 References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

10.3 Failure or delay by iOme Fitness in enforcing or partially enforcing any provision of these Terms and Conditions shall not be construed as a waiver of any of its rights under these Terms and Conditions. No waiver of any of these Terms and Conditions by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term or condition.

10.4 The participant shall not be entitled to assign or sub-licence or part with possession of any of their rights or liabilities hereunder. iOme Fitness shall be free to sub-contract the performance of all or part of its obligations hereunder.

10.5 A person who is not party to the contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms and Conditions.

10.6 These Terms and Conditions and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions.

10.7 Charlotte Fardon trading as iOme Fitness.

10.8 All participants will be required to select the online form box to show they have read and understood these Terms and Conditions and if applicable the additions terms and conditions relating to payment by installments on the first day of their course/session/class.