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## TERMS OF SALE OF ONLINE FITNESS TRAINING PLAN

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### BACKGROUND:

- (A) These Terms of Sale together with the attachment below and any and all other documents referred to in these Terms of Sale set out the terms and conditions on which Paid Content, accessed via Subscriptions, is sold by Us to Consumers through this website, [www.fitnessscientists.com](http://www.fitnessscientists.com) (“Our Site”).
- (B) Terms and information that are specific to accessing personal fitness training from or via Our Site using the Zoom cloud-based web conferencing email, whatsapp, skype, google drive platforms are set out in the attachment below only for ease of reference but they will have the same effect as if set out in these Terms of Sale.
- (C) Please read these Terms of Sale and the attachment below carefully and ensure that You understand them before purchasing a Subscription. If You have any query about anything in these Terms of Sale or the attachment, please contact Us to discuss. **When setting up an Account before purchasing any Subscription, You will be required to read, accept, and agree to comply with and be bound by these Terms of Sale and the attachment.** If You do not, You will not be able to purchase a Subscription and access Paid Content through Our Site.
- (D) All of the information that We give to You will be part of the terms of Our Contract with You as a Consumer whether it is information that We:
- (i) are required by law to give to You before You order a Subscription; or
  - (ii) voluntarily give to You and You rely on it either when deciding to order a Subscription or when, subsequently, You make any decision about the Subscription.
- We give You some of that information before You order a Subscription and some it is set out in these Terms of Sale and the attachment below.
- (E) These Terms of Sale, as well as any and all Contracts, are in the English language only.
- (F) These Terms of Sale apply only to the sale of Paid Content; the terms governing use of Our Site are separate and are set out on our Site under the heading “Website Terms of Use”.

### 1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Account”</b>	means the account, referred to in sub-Clause 7.1, that You must setup with Us in order to purchase any Subscription;
<b>“Background Items”</b>	means background and other information about topics relevant to the health, fitness, wellness, diet and/or nutrition programmes that We provide to You, downloadable or viewable as text/graphics;
<b>“Consumer”</b>	means an individual customer who is to receive or use Our services comprising Paid Content for their personal use and for purposes wholly or mainly outside the purposes of any business, trade, craft or profession;

**“Contract”**

means a contract for the purchase of a Subscription to access any Paid Content, as explained in Clause 7;

**“Paid Content”**

means any content (including text, graphics, images, audio, and video) comprising any session or course of fitness, wellness, health or nutrition training, instruction, or any Background Items or other materials or information which We offer. The sessions, courses, Background Items and other information or materials are sold by Us through Our Site and made available by Us via Our Site by means of

two way synchronous livestream audio and/or video technology, e.g. Zoom, GoToMeeting, Skype for Business (part of Teams), WebEx;

recorded streamed non downloadable video and/or audio

and

downloadable or other viewable text, graphics or other video, audio or other items or information, including Background Items.

Paid Content will be more fully described in other information that We give or make available to You before You order a Subscription. That information may include the name of any trainer or instructor or other individual(s) presenting any content on Our behalf but whether it does or does not do so, We may if so We decide in our discretion at any time and without notice substitute any other individual(s) who is suitably qualified and experienced;

**“Subscription”**

means a subscription to Our Site purchased by You which provides You with the entitlement and access to Paid Content which comprises either:

- (a) one or more specific single events or items; and/or
- (b) one or more series or collections of two or more specific events or items; and/or
- (c) one or more or all types of events or items available on or via Our Site; and
- (d) the Background Items.

We will give You information about the times and dates or periods of access to (a), (b) and (c) before You purchase the Subscription (as to which, see sub-Clause 7.4.6).

Every Subscription will include access to the Background Items for the whole period of the Subscription, and they will all be accessible as soon as We have sent You a Subscription Confirmation;

- “Subscription Confirmation”** means Our acceptance and confirmation of Your purchase of a Subscription;
- “Subscription ID”** means the reference number for Your Subscription; and
- “We/Us/Our”** means The Fitness Scientists, a company registered in England, whose registered address is 12 Austral Way, CM3 6UP and whose main trading address is the same.

## **2. Information About Us**

- 2.1 Our Site, [www.fitnessscientists.com](http://www.fitnessscientists.com), is owned and operated by The Fitness Scientists, a sole trader registered in England, whose registered address is 12 Austral Way, CM3 6UP and whose main trading address is the same.
- 2.2 We are regulated by CIMSPA.

## **3. Contacting Us**

- 3.1 If You wish to contact Us with general questions, You may contact Us by telephone at 07957297872, by email at [info@fitnessscientists.com](mailto:info@fitnessscientists.com).
- 3.2 For matters relating to Paid Content or Your Subscription or Account, please contact Us by telephone at 07957297872, by email at [info@fitnessscientists.com](mailto:info@fitnessscientists.com).
- 3.3 For matters relating to cancellations, please contact Us by telephone at 07957297872, by email at [info@fitnessscientists.com](mailto:info@fitnessscientists.com), or refer to the relevant Clauses above.
- 3.4 To make a complaint, see Clause 15.

## **4. Consumers only and Age Restriction**

Only a Consumer may purchase a Subscription and access Paid Content on or through Our Site. Only if that person is aged at least insert age, usually 18 years of age may they do so.

## **5. Business Customers**

These Terms of Sale and the attachment below do not apply to customers purchasing Subscriptions and accessing Paid Content in the course of any business trade, craft or profession carried on by either them or any other person/organisation.

## **6. Subscriptions, Paid Content, Pricing and Availability**

- 6.1 We make all reasonable efforts to ensure that all descriptions of Subscriptions and Paid Content available from Us correspond to the actual Subscription and Paid Content that You will receive. Please note, however, that due to technical reasons, minor differences or discrepancies that may occur.
- 6.2 Please note that sub-Clause 6.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor discrepancies between the Paid Content and the descriptions of it. Please refer to Clause 11 if Your Subscription or the Paid Content is incorrect.
- 6.3 We may from time to time change Our prices. Changes in price will not affect any Subscription that You have already purchased but will apply to any subsequent renewal or new Subscription. We will inform You of any change in price at least insert period before the change is due to take effect. If You do not agree to such a change, You may cancel the Contract as described in

sub-Clause 13.1.

- 6.4 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of that Paid Content. However, if any change is made that would affect Your use of the Paid Content, suitable information will be provided to You.
- 6.5 In some cases, as described in the relevant content descriptions, We may also make more significant changes to the Paid Content. If We do so, We will inform You at least 30 days before the changes are due to take effect. If You do not agree to the changes, You may cancel the Contract as described in sub-Clause 13.1.
- 6.6 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of it as provided to You before You purchased Your Subscription to access the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.
- 6.7 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order for a Subscription that You have already placed (please note sub-Clause 6.11 regarding VAT, however).
- 6.8 All prices are checked by Us before We accept Your order. In the unlikely event that We have shown incorrect pricing information, We will contact You in writing to inform You of the mistake. If the correct price is lower than that shown when You made Your order, We will simply charge You the lower amount and continue processing Your order. If the correct price is higher, We will give You the option to purchase the Subscription at the correct price or to cancel Your order (or the affected part of it). We will not proceed with processing Your order in this case until You respond. If We do not receive a response from You within 30 days, We will treat Your order as cancelled and notify You of this in writing.
- 6.9 If We discover an error in the price or description of Your Subscription after Your order is processed, We will inform You immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform You of such an error and You do wish to cancel the Contract, please refer to sub-Clause 13.4.
- 6.10 If the price of a Subscription that You have ordered changes between Your order being placed and Us processing that order and taking payment, You will be charged the price shown on Our Site at the time of placing Your order.
- 6.11 All prices on Our Site include VAT. If the VAT rate changes between Your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

## **7. Orders – How Contracts Are Formed**

- 7.1 Our Site will guide You through the process of setting up an Account and purchasing a Subscription. (Please also see the attachment below as to setting up an Account.) Before completing Your purchase of a Subscription, You will be given the opportunity to review Your order for the Subscription and amend it. Please ensure that You have checked Your order carefully before submitting it.
- 7.2 If, during the order process, You provide Us with incorrect or incomplete

information, please contact Us as soon as possible. If We are unable to process Your order due to incorrect or incomplete information, We will contact You to ask to correct it. If You do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel Your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Content that results from You providing incorrect or incomplete information.

- 7.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of Your order does not mean that We have accepted it. Our acceptance is indicated by Us sending You a Subscription Confirmation by email. Only once We have sent You a Subscription Confirmation will there be a legally binding Contract between Us and You.
- 7.4 Subscription Confirmations shall contain the following information:
- 7.4.1 Your Subscription ID;
  - 7.4.2 Confirmation of the Subscription ordered including full details of the main characteristics of the Subscription and Paid Content available as part of it;
  - 7.4.3 Fully itemised pricing for Your Subscription including, where appropriate, taxes, and other additional charges;
  - 7.4.4 The duration of Your Subscription (including the start date, and the expiry and or renewal date);
  - 7.4.5 Confirmation of Your acknowledgement that the Paid Content will be made available to You immediately and that You will lose Your legal right to change Your mind and cancel upon accessing the Paid Content as detailed below in sub-Clause 12.1;
  - 7.4.6 In relation to any video (live or recorded) event, item, series, collection or type/s of events or items or Background Items constituting the Paid Content, the time/date when or period during which it can be accessed; and
- 7.5 In the unlikely event that We do not accept or cannot fulfil Your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to You as soon as possible and in any event within 7 days.
- 7.6 Any refunds under this Clause 7 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 7.7 Refunds under this Clause 7 will be made using the same payment method that You used when purchasing Your Subscription.

## **8. Payment for Subscriptions**

- 8.1 Payment for each Subscription must always be made in advance in full. Your chosen payment method will be charged when We process Your order and send You a Subscription Confirmation.
- 8.2 We accept the following methods of payment on Our Site:
- 8.2.1 Paypal;

- 8.2.2 Credit and debit card;
- 8.2.3 Bank transfer;
- 8.3 If You do not make any payment due to Us on time, We will suspend Your access to the Paid Content. For more information, please refer to sub-Clause 9.6. If You do not make payment within 30 days of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.
- 8.4 If You believe that We have charged You an incorrect amount, please contact Us at [info@fitnessscintists.com](mailto:info@fitnessscintists.com) as soon as reasonably possible to let Us know. You will not be charged for Paid Content while availability is suspended.

## **9. Provision of Paid Content**

- 9.1 We undertake to make available to You on these Terms of Sale the Paid Content for which You subscribe but if You choose not to access or make any permitted use of some or all of that Paid Content or, for any reason not attributable to Us You are unable to do so, You will not be entitled to any refund.
- 9.2 All Paid Content within the scope of Your Subscription will be available to You in accordance with sub-Clause 7.4.6 from when We send You a Subscription Confirmation for the duration of Your Subscription, including any renewals, or until You end the Contract, on and subject to the following:
  - 9.2.1 An item of Paid Content requested will be available when stated in the information that We provide about it before You place Your order, either (a) if it is a livestream item, the time and date when it is scheduled to be available and to start; or (b) if it is a pre-recorded or other non livestreamed item or Background Item, the period within which it is or will be available for access.
  - 9.2.2 If an item of Paid Content is a livestream item, We will use all reasonable endeavours to make it available and start it at the time it is scheduled to start, but the start may be delayed either by overrun of a previous livestream item or by other circumstances. Any such delay will not normally exceed 30 minutes but if the start is delayed by more than that period then We will reschedule and give an additional 1 hour free personal training to compensate You for any inconvenience or loss that You suffer as a result.
- 9.3 When You place an order for a Subscription, You will be required to expressly acknowledge that You wish Paid Content to be made available to You immediately. You will also be required to expressly acknowledge that by accessing (e.g. downloading or streaming) any Paid Content, You will lose Your legal right to cancel if You change Your mind (the “cooling-off period”). Please see sub-Clause 12.1 for more information.
- 9.4 In some limited circumstances, We may need to suspend the provision of Paid Content (in full or in part) for one or more of the following reasons:
  - 9.4.1 To fix technical problems or to make necessary minor technical changes;
  - 9.4.2 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements;
  - 9.4.3 To make more significant changes to the Paid Content, as described above in sub-Clause 6.5.

- 9.5 If We need to suspend availability of the Paid Content for any of the reasons set out in sub-Clause 9.4, We will inform You in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Paid Content, in which case We will inform You as soon as reasonably possible after suspension). You will not be charged while availability is suspended and Your Subscription will be extended by a period equivalent to the length of the suspension. If the suspension lasts (or We tell You that it is going to last) for more than 30 days, You may end the Contract as described below in sub-Clause 13.2.
- 9.6 We may suspend provision of the Paid Content as follows if We do not receive payment on time from You. We will inform You of the non-payment on the due date, however if You do not make payment within 30 days of Our notice, We may suspend provision of the Paid Content until We have received all outstanding sums due from You. If We do suspend provision of the Paid Content, We will inform You of the suspension. You will not be charged for any Paid Content while provision is suspended.
- 9.7 Any refunds under this Clause 9 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 9.8 Refunds under this Clause 9 will be made using the same payment method that You used when purchasing Your Subscription.

## **10. Licence**

- 10.1 When You purchase a Subscription to access Paid Content, We will grant You a limited, non-exclusive, non-transferable, non-sublicensable licence to access, participate in and use the relevant Paid Content for personal, non-commercial purposes. The licence granted to You does not give You any rights in Our Paid Content (including any material that We may licence from third parties).
- 10.2 The licence granted to You under sub-Clause 10.1 is subject to the following usage restrictions and/or permissions:
- 10.2.1 You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works'); [and]
- 10.2.2 If and when You use a two way livestream facility to access a Paid Content item or event You must not communicate or make accessible to any other person (who also accesses or participates in it as one of Our customers anything (by voice, text, image or otherwise) except anything which is proper having regard to the content of it or as We may expressly request or permit in any case.

## **11. Problems with the Paid Content**

- 11.1 We undertake to provide Paid Content that is of satisfactory quality, fit for purpose, and as described, and to use reasonable care and skill. If any Paid Content available through Your Subscription does not comply or We do not so act, please contact Us as soon as reasonably possible to inform Us of the problem. Your available remedies will be as follows:
- 11.1.1 If the Paid Content has faults, You will be entitled to a repair or a replacement.

- 11.1.2 If We cannot fix the problem, or if it has not been (or cannot be) fixed within a reasonable time and without significant inconvenience to You, You may be entitled to a full or partial refund.
- 11.1.3 If You can demonstrate that the fault has damaged Your device or other content belonging to You because We have not used reasonable care and skill, You may be entitled to a repair or compensation. Please refer to sub-Clause 14.3 for more information.
- 11.2 Please note that We will not be liable under this Clause 11 if We informed You of the fault(s) or other problems with particular Paid Content before You accessed it and it is that same issue that has now caused the problem (for example, if the Paid Content in question is an alpha or beta version and We have warned You that it may contain faults that could harm Your device or other content), if You have purchased the Paid Content for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from Your use of the Paid Content for that purpose; or if the problem is the result of misuse or intentional or careless damage.
- 11.3 If there is a problem with any Paid Content, please contact Us at [info@fitnessscientists.com](mailto:info@fitnessscientists.com) to inform us of the problem.
- 11.4 Refunds (whether full or partial, including reductions in price) under this Clause 11 will be issued within 14 calendar days of the day on which We agree that You are entitled to the refund.
- 11.5 Refunds under this Clause 11 will be made using the same payment method that You used when purchasing Your Subscription.
- 11.6 For further information on Your rights as a consumer, please contact Your local Citizens' Advice Bureau or Trading Standards Office.

## **12. Cancelling Your Subscription**

- 12.1 If You are a Consumer, by default You have a legal right to a "cooling-off" period within which You can cancel the Contract for any reason, including if You have changed Your mind, and receive a refund. The period begins once We have sent You Your Subscription Confirmation (i.e. when the Contract between You and Us is formed) and ends when You access (e.g. download or stream) any Paid Content, or 14 calendar days after the date of Our Subscription Confirmation, whichever occurs first.
- 12.2 After the cooling-off period, You may cancel Your Subscription at any time. However, subject to sub-Clause 12.3 and Clause 13, We cannot offer any refunds and You will continue to have access to the Paid Content for the remainder of Your current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.
- 12.3 If You purchase a Subscription by mistake (or allow Your Subscription to renew by mistake), please inform Us as soon as possible and do not attempt to access any Paid Content. Provided You have not accessed any Paid Content since the start date (or renewal date, as appropriate) of the Subscription We will be able to cancel the Subscription and issue a full refund. If You have accessed any Paid Content once the Subscription has started, We will not be able to offer any refund and You will continue to have access to the Paid Content for the remainder of the Subscription (up until the renewal or expiry date, as applicable).
- 12.4 If You wish to exercise Your right to cancel under this Clause 12, You may inform Us of Your cancellation in any way You wish. Cancellation by email or by post is effective from the date on which You send Us Your message. If You



would prefer to contact Us directly to cancel, please use the following details:

12.4.1 Telephone: 07957297872;

12.4.2 Email: info@fitnessscientists.com;

12.4.3 Post: The Fitness Scientists 12 Austral Way CM3 6UP;

in each case, providing Us with Your name, address, email address, telephone number, and Subscription ID.

12.5 We may ask You why You have chosen to cancel and may use any answers You provide to improve Our content and services, however please note that You are under no obligation to provide any details if You do not wish to.

12.6 Refunds under this Clause 12 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to cancel.

12.7 Refunds under this Clause 12 will be made using the same payment method that You used when purchasing Your Subscription.

### **13. Your Other Rights to End the Contract**

13.1 You may end the Contract at any time if We have informed You of a forthcoming change to Your Subscription or the Paid Content (as described in sub-Clauses 6.3 or 6.5), or to these Terms of Sale that You do not agree to. If the change is set to take effect or apply to You before the end of Your current Subscription, We will issue You with a partial refund. If the change will not take effect or apply to You until the expiry of Your current Subscription, the Contract will end at the end of that Subscription period and You will continue to have access to the Paid Content until that date.

13.2 If We have suspended availability of the Paid Content for more than 30 days, or We have informed You that We are going to suspend availability for more than 30 days, You may end the Contract immediately, as described in sub-Clause 9.5. If You end the Contract for this reason, We will issue You with a partial refund.

13.3 If there is a risk that availability of the Paid Content will be significantly delayed because of events outside of Our control, You may end the Contract immediately. If You end the Contract for this reason, We will issue You with a full refund.

13.4 If We inform You of an error in the price or description of Your Subscription or the Paid Content and You wish to end the Contract as a result, You may end it immediately. If You end the Contract for this reason, We will issue You with a full refund.

13.5 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

13.6 Refunds under this Clause 13 will be made within 14 calendar days of the date on which Your cancellation becomes effective, using the same payment method that You used when purchasing Your Subscription.

13.7 If You wish to exercise Your right to cancel under this Clause 13, You may do so in any way You wish, however for Your convenience

13.7.1 Telephone: 07957297872;

13.7.2 Email: info@fitnessscientists.com;

13.7.3 Post: The Fitness Scientists 12 Austral Way CM3 6UP;

in each case, providing Us with Your name, address, email address, telephone number, and Subscription ID.

- 13.8 We may ask You why You have chosen to cancel and may use any answers You provide to improve Our content and services, however please note that You are under no obligation to provide any details if You do not wish to.

#### **14. Our Liability to Consumers**

14.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

14.2 Our Paid Content is intended for non-commercial use only. We make no warranty or representation that the Paid Content is fit for commercial, business or industrial use of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.

14.3 If, as a result of Our failure to exercise reasonable care and skill, any content (including but not limited to Paid Content) from Our Site damages Your device or other content belonging to You, We will either repair the damage or pay You appropriate compensation. Please note that We will not be liable under this provision if:

14.3.1 We have informed You of the problem and provided a free update designed to fix it, but You have not applied the update; or

14.3.2 The damage has been caused by Your own failure to follow Our instructions; or

14.3.3 Your device does not meet any relevant minimum system requirements that We have made You aware of before You purchased Your Subscription.

14.4 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or subcontractors); or for fraud or fraudulent misrepresentation, or for Paid Content which is not as described, does not match information that We provided, not of satisfactory quality, or is not fit for any purpose made known to Us.

14.5 Nothing in these Terms of Sale seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

14.6 We will not be responsible or liable if You are unable to access any Paid Content due to any failure or delay in performing Our obligations under the Contract resulting from any cause beyond Our reasonable control (including but not limited to a cause of that type specifically referred to in the attachment below).

#### **15. Complaints and Feedback**

15.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have

any cause for complaint.

15.2 All complaints are handled in accordance with Our complaints handling policy and procedure.

15.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:

15.3.1 By email: [info@fitnessscientists.com](mailto:info@fitnessscientists.com)

## **16 How We Use Your Personal Information (Data Protection)**

We will only use Your personal data as set out in Our Website Privacy Notice available at <https://www.fitnessscientists.com/terms-conditions>

## **17 Other Important Terms**

17.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.

17.2 You may not transfer (assign) Your obligations and rights under these Terms of Sale (and under the Contract) without Our express written permission.

17.3 The Contract is between You and Us. No other person shall have any rights to enforce any of its terms.

17.4 If a court or other authority finds that any part(s) of these Terms of Sale are unlawful, the remaining parts will remain in full force and effect.

17.5 If We fail to take steps or delay in taking steps to enforce any of Our rights against You under these Terms of Sale, that will not prevent Us doing so at a later date, for example Our right to require You to make any payment which has become payable under the Contract.

17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to Your Subscription, We will give You reasonable advance notice of the changes and provide details of how to cancel if You are not happy with them (also see sub-Clause 13.1 above).

## **18 Law and Jurisdiction**

18.1 These Terms and Conditions, and the relationship between You and Us (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 As a Consumer, any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, 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.

## **Attachment**

## **2. The Training**

The training (referred to below as “Training”) that We provide will involve one or more of the following:

- testing and assessment of health through a questionnaire
- physical training;
- exercise;
- aerobics;
- aerobic conditioning and training;
- weight training;
- circuit training;
- plyometric training;
- cardiovascular exercise and training;
- resistance exercise, free weights, pull up bar, medicine ball
- goal setting;
- exercise prescription;
- nutrition advice;
- weight loss;
- muscle toning;
- strength building;
- development of training plans;
- motivating, leading and instructing;
- fasting;
- and any other training activities, techniques and/or exercises.

We make no warranty or representation that any particular result will be brought about as a result of taking part in any Session/s. Results will differ from client to client depending on various factors, including, without limitation, body type, and nutrition.

## **3. Use of the Zoom web-conferencing platform OR whatsapp to access online Training**

We use technology which allows Us to provide You with Training online provided that You have the appropriate technology (see below) to receive that Training. For this purpose, We use the Zoom cloud-based web conferencing platform (“Zoom”) **OR** Whatsapp.

Where We are to make any of the Training available by means of Zoom **OR** Whatsapp rather than any other platform, it will be on the following basis.

## **4. The technology that We will be responsible for providing**

We will subscribe to Zoom and Whatsapp and will pay any necessary fees to Zoom and Whatsapp to maintain that subscription. It will enable Us to act as “host” and to provide the Training to You over the internet via the Zoom and Whatsapp facility.

To receive or participate in any session of fitness, wellness, health or nutrition Training within the scope of the programme that We agree with You is to be included in Your Subscription, You will need to join that session via Zoom or Whatsapp. You will not need to pay any fee or charge for use of the Zoom or Whatsapp facility or to join that session: You will only need to pay for the Training made available by Your Subscription.

We do not provide any PC, laptop, tablet, mobile phone or other hardware (“Device”) or any Apps or other software for use on or with any Devices, nor any internet

connection or service or other equipment or facilities necessary to enable You to use Zoom or Whatsapp.

#### **5. The technology and other items that You will be responsible for providing**

It will be Your sole responsibility to ensure that You have access to, and familiarity with all necessary technology so that You can receive and participate in Training via Zoom or Whatsapp.

You will need have access to and use the following non-exhaustive list of facilities for this purpose:

- (a) An appropriate functioning Device which is adequately charged;
- (b) An up to date Zoom or Whatsapp App where applicable. It will need to be downloaded to Your Device, and installed and working fully and correctly on Your Device, so that You can receive Training;
- (c) Stable, reliable, internet access with adequate speed;
- (d) A safe and suitable environment in which to watch, listen, speak where appropriate, and to carry out training exercises or activities;
- (e) Suitable clothing for the exercises or activities concerned; and
- (f) As advised by Us before You place Your order for a Subscription or agreed with you then or at any other time, any other gym or other exercise or training equipment that You will need.

We do not make supply or make available the Apps platforms that You use to access any Paid Content. We are not a party to Your download and use of that platform, and We will have no responsibility or liability to you in relation to it in any respect. It will be subject to and governed by such terms and conditions and privacy policy of Zoom or Whatsapp as the third party provider of the platform to You imposes on such download and use.

Paid Content consisting of Background Items is not provided via the Zoom or Whatsapp platforms but is instead downloadable directly from Our Site.

#### **6. Scope of what We provide**

##### **(1) Technology**

We do not, and cannot, assist You to obtain, set up, maintain, or operate any technology. If You need any assistance or advice about technology, You should seek it from an appropriate third party. We do not, and cannot, give You any advice about what technology is needed or how to use it.

We do not claim to have any expertise or skill in relation to any technology that You need or use for the purpose of receiving Training. However, We may, if You request it, either before or during any session of Training, and without charge, offer suggestions in good faith to resolve any problem with that technology that You report, but it will not be in the nature of advice. We do not therefore take on any responsibility or accept any liability if any such suggestion does not help You to resolve any problem or if by following any such suggestion You experience any other problem, loss or damage to any technology or other thing except if Your Device or Your content is damaged in circumstances where We are liable to You under sub-Clause 14.3.

We will not be responsible or liable if You are unable to access any Training due to any failure or delay in performing Our obligations under the Contract resulting from any cause beyond Our reasonable control. In any such case, You will remain liable to pay for Training that We have made available to You. Such causes beyond Our reasonable control may include (but are not limited to):

- (a) Where You are unable to resolve any technology problem (whether or not You have asked Us for or We have offered any suggestions as to how to resolve the problem); or
- (b) Any slow speed, instability, temporary or other breakdown, unavailability or inadequacy of, or defect in, Your internet service or any other equipment or service (e.g. telecommunications, computing, audio or visual) that You use or rely on; or
- (c) Failure of or defect in the Zoom or Whatsapp platform used by Us or You to make Training available to You; or
- (d) Your inability to access Training due to failure of or defects in Our Site etc.

**(2) Gym Equipment etc**

We do not supply or arrange for You to use any other gym or other exercise or training equipment that You will need, but We will tell you the type/s of equipment that You will or might need to take part in a Session and We may in Our discretion tell You where or how You might obtain any such items of equipment. All equipment that You will need will be at Your own cost.

**7. Account setup needed**

In order to purchase any Subscription and receive any Training, You will first need to setup and then maintain an Account with Us. Our Site will guide You through the process of setting up an Account. Please also note the following in regard to Account setup.

You may not create an Account if You are under 18 years of age.

We only offer Paid Content for use in the UK to individuals residing in the UK. You may only open an Account with a residential address in the UK.

During the process of setting up an Account, You will be required to choose a password and username. We recommend that You choose a strong password for Your Account.

You may be asked for additional information regarding Your Account, such as Your email address.

**8. Your responsibility for Your Account and its security**

You must not share Your Account or Your Account details with anyone. If You believe that Your Account is being used without Your permission, please contact Us immediately. We will not be liable for any unauthorised use of Your Account.

You are fully responsible for maintaining the confidentiality of Your password and account information and for all activities that occur under Your password or Account. You must ensure that You log out from Your Account at the end of each session of Your access of Training. You must immediately notify Us of any unauthorised use of Your password or Account or any other breach of security relating to Your Account.

You must never use anyone else's Account without prior authorization from Us for the specific occasion in question.

When creating an Account, the information You provide must be accurate and complete. If any of Your information changes at a later date, it is Your responsibility to ensure that Your Account is kept up-to-date.

If You have an active Subscription, Your Account will remain active for the duration of the period of that Subscription or, if later, until the end of the latest access period granted to any Training by the Subscription.

If You wish to close and delete Your Account, You may do so by contacting us at [infor@fitnessscientists.com](mailto:infor@fitnessscientists.com)

**9. Your privacy and security on each occasion when You access Training OR two way synchronous live stream Training which is also accessible to other clients**

Where any Training that You access is two way synchronous livestream audio and/or video technology (not a pre-recorded one way transmission), on the occasion You access it, it will be made available on that occasion only to You as an individual private session.

unless We have specified that it is also to be simultaneously accessible to others who have also purchased it and choose to access it.

Therefore, if We specify that a particular two way session is also accessible to others, the following will apply to that session:

- (a) When You sign in to Zoom, You should indicate Your first name only since Your name will be visible to Our other clients taking part;
- (b) You understand and are aware that there is a risk that other clients and other people may see and hear (via the video and/or audio facilities of the Zoom App and Your Device) not only You but also Your space and its surroundings and other people in or near that space and its surroundings when You are participating in the session;
- (c) The space You use should be free of others and it should be difficult for other clients to see or hear via the Zoom App and Your Device any interactions between people who are in or near that space and its surroundings. For example, You might decide to use a private room and/or wear headphones;
- (d) There are potential risks in transmitting information over technology that include, but are not limited to, breaches of confidentiality and the theft of personal information;
- (e) We cannot ensure privacy or confidentiality due to the nature of two way sessions involving clients in addition to You; and
- (f) In any event, it will be Your responsibility to ensure that You have a suitable space to use when You participate in any two way session in order to protect Your privacy and that of others in or near that space where other clients have access to the session.

We will not be liable for any loss or damage arising from Your failure to comply with the above requirements.

**10. Fitness, Health and Safety**

You acknowledge and agree that:

- (a) Any fitness training session ("Session") may be physically strenuous.
- (b) Certain particular or series of exercises or activities may be unsuitable for You if You have special needs, or any medical, health or fitness problem or condition.
- (c) Due to the remote nature of online Session, We do not undertake to and cannot attend, assist or advise or arrange for or alert any third party to do so, if during a Session You fall ill or have an accident.
- (d) All clauses apply if you are following the programme yourself without the online training component.

Accordingly, we are appropriately qualified and insured to conduct Sessions.

- (e) Access to any Session and working with a trainer is on the basis that it is subject to the following:
- Our trainers are not medical or health professionals, and they do not have expertise to diagnose medical conditions or impairments;
  - Any advice provided by a trainer involved in a Session does not constitute medical advice and is not a substitute for advice provided by a medical professional;
  - You voluntarily participate in a Session with full knowledge that even if a trainer involved in the Session is not negligent there is an inherent risk of personal injury or illness arising from Your participation in any exercise or activity and use of any equipment used by You;
  - We will endeavour to provide the same trainer for each Session within Your Subscription but We may from time to time need for various reasons to substitute another trainer for any one or more Sessions, including where the trainer originally assigned to You is not available due to illness, personal reasons or any other reason resulting in Our not being able to make him/her available to You;
- (f) When You setup an Account, and also when You purchase any Subscription, book and participate in any Session, ***that will be Your confirmation that*** You have no health or fitness problems (including, but not limited to cardiac irregularities; spinal, bone, joint, tendon or ligament injuries; spells of dizziness; asthma or other breathing difficulty; diabetes; epilepsy or other allergy) which may affect Your participation in that or any other Session comprised in any Subscription that You have purchased or subsequently purchase.
- (g) You will ensure that You are fit and well enough to participate in any Session that You purchase, and that You will at all times be responsible for Your own state of health, physical condition and wellbeing.
- (h) If You have any concerns about Your fitness or health, You will seek appropriate medical advice from Your GP, Physiotherapist or other relevant professional medical or other adviser before purchasing or participating in any Session.
- (i) Where necessary, You must obtain clearance from a relevant professional medical or other adviser before You book or participate in any Session. We cannot and do not provide any such advice or clearance.

## **11. Advising Us about Your Health etc**

When You purchase a Subscription and at least 48 hours before You participate in any Session, ***We advise You to tell Us:***

- (a) Of any special physical needs, any issue relating to Your health, fitness or physical limitations of which You are aware, and any medical condition or on-going medical treatment, which might be relevant to any activity to be undertaken at a Session;
- (b) Of any medical condition or if You are taking any medication which may affect Your ability to undertake any exercise or activities at a Session or to use any equipment or facilities that You will or might use;
- (c) Of any circumstances affecting Your health which may be worsened by any exercise or activities at a Session; and



(d) If You are pregnant, and if so whether You are in the first 3 months of Your pregnancy.

(e) If you cannot complete the program questionnaire to our satisfaction.

If You advise about the above, We will discuss with You any such matter that You tell Us. We will then inform You if We decide in Our discretion either:

- not to accept Your order for a Subscription because of that medical, health or fitness issue or special need; or
- to accept Your order, in which case You must act in accordance with any instructions provided by Us relating to the issue, and We will be entitled to rely on Your confirmation set out at 9(f) above.

## **12. The Fitness Scientists Programme Guarantee.**

The guarantee is subject to:

- a) You or the individuals in your organisation must do 3 hours minimum per week for 4 months of The Fitness Scientists workouts; for which video evidence must be produced.
- b) You or the individuals in your organisation must action all advised health improvements including; fasting, dietary changes, smoking, alcohol drinking etc. as laid out in the fitness scientists plan. Evidence must be provided in the form of a daily journal.
- c) If at any time you or one person in your organisation achieves an improvement in fitness, as shown by our scoring system, this will fulfil the guarantee.
- d) Not actioning clauses a and b at any time will void the guarantee.
- e) A 6 month minimum subscription.