

## **fitMK Limited Terms and Conditions for the supply of goods and services**

It is very important that fitMK customers are aware of its Terms and Conditions and accept the risks associated with its activities where they are ordering services. All goods and services ordered and supplied will be subject to the following Terms and Conditions.

These Terms and Conditions define the relationship between fitMK Limited, being a private limited company incorporated in England and Wales under registration number 07449524 having its registered office at First Floor, 44 High Street, Newport Pagnell, Buckinghamshire, MK16 8AQ and you, being the person submitting an order.

For the avoidance of doubt, these Terms and Conditions shall be deemed to have been read, fully understood and accepted by you upon making an order.

By accepting these Terms and Conditions electronically or in writing, and/or by placing an order or accepting delivery of goods or services, you agree and consent to be bound by these Terms and Conditions in full. You also agree that your electronic acceptance of these Terms and Conditions shall have the same force and effect as if you had agreed to these Terms and Conditions in writing.

### **1. Membership**

- a) Every candidate for membership must be at least 16 years of age.
- b) You will be bound by these Terms and Conditions.
- c) Your membership will start from the date of sign up/payment.
- d) You will be signed up to a month-by-month rolling contract.
- e) Your membership is non-transferable.
- f) On signing up as a member of fitMK, you agree to provide information that is truthful and accurate.

### **2. Physical condition of the member**

By signing fitMK's PARQ (Physical Activity Readiness Questionnaire) you warrant and represent that you are in good physical condition and that you are capable of engaging in active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort or physical condition. If you have any doubts about your fitness or capability to undertake physical exercise fitMK strongly recommends that you take independent medical advice before undertaking any exercise.

### **3. Contract formation, price, description, payment and consumer rights**

- a) The goods and services set out on the fitMK website ([www.fitmk.com](http://www.fitmk.com)) constitute an offer by fitMK to supply such goods and services. By placing an order, you accept an offer to supply the goods or services ordered and a contract between

you and fitMK will be formed.

- b) The price of goods and services are as set out on the fitMK website ([www.fitmk.com](http://www.fitmk.com)) (except in the case of manifest error). fitMK will use reasonable endeavours to arrange personal delivery of goods within 5 working days of order but time of delivery shall not be of the essence and shall not be made of the essence by notice. Goods will be at your risk from the time of delivery. Ownership of goods will only pass to you when fitMK receives full payment of all sums due in respect of such goods.
- c) The services fitMK provides are described on the individual pages of the fitMK website ([www.fitmk.com](http://www.fitmk.com)). fitMK may change the description or content of services at any time.
- d) Any information on goods and services published on the fitMK website ([www.fitmk.com](http://www.fitmk.com)) is designed for illustrative purposes only and should not be relied upon by you as any form of representation by fitMK. In respect of services, the information fitMK publishes on the fitMK website ([www.fitmk.com](http://www.fitmk.com)) regarding its classes are designed to be illustrative in order to explain the scope and types of activities you may be undertaking. fitMK will endeavor to provide such classes as advertised so far as reasonably possible, however you acknowledge that it is unlikely that any one class could be or would be followed precisely as it is published. Several factors outside of fitMK's control will determinate this and dictate what can be reasonably accomplished during a class.
- e) fitMK's membership fees for services are subject to review from time to time. fitMK will give you at least 1 calendar months' written notice of any such changes.
- f) Any defective goods must be notified to fitMK within 24 hours of receipt and returned within 5 working days for, at your election, a full refund or replacement.
- g) On your initial sign up, you will receive a free session. Thereafter, a monthly membership fee is payable in accordance with prices displayed on the fitMK website ([www.fitmk.com](http://www.fitmk.com)). Subject to 3(h) below, payments are non-refundable under any circumstances.
- h) For online purchases where you are contracting as a consumer resident in the United Kingdom, there is a "cooling off" period under which you may cancel your order for goods or services before using these.

### Goods

You must notify fitMK in writing within 7 working days, beginning on the day after you receive your order, and return, at your own expense, any goods purchased. In this case you will, subject to the goods being returned in a brand new resellable condition, receive a full refund (including the cost of sending the item to you) within 30 days of the day you have given notice of your cancellation. However, you will be responsible for the cost of returning the goods to fitMK.

### Services

You must notify fitMK in writing within 7 working days, beginning on the day after you make your order. In this case you will receive a full refund within 30 days of the day you have given notice of your cancellation.

#### **4. Non-payment**

- a) If you fail to pay any monies due to fitMK or if any Direct Debit is returned unpaid for whatever reason, fitMK reserves the right to pursue for the outstanding amount and to charge an administration fee of £10. Please note that this may affect your credit rating in future.
- b) fitMK reserves the right to cancel your membership in the event of non-payment.

#### **5. Credit expiry timelines**

- a) Monthly Session Packages - credits must be used within 1 calendar month.
- b) Unlimited Session Packages – you may attend as many sessions as you wish in any calendar month.

#### **6. Workshop bookings**

- a) Bookings are non-refundable but are transferable onto the next available workshop.
- b) Details of fitMK's workshops, when available, can be found at the fitMK website ([www.fitmk.com](http://www.fitmk.com)).

#### **7. Membership amendments**

- a) You can upgrade and downgrade your Session Package at any time.
- b) There is no administration fee to amend your Session Package.
- c) You will pay the rate as advertised on the fitMK website ([www.fitmk.com](http://www.fitmk.com)).

#### **8. Termination of membership**

- a) You may cancel your membership by emailing [simon@fitmk.com](mailto:simon@fitmk.com) giving a minimum of 1 months' notice before your next payment is due.
- b) fitMK reserves the right to terminate your membership, without notice and without any pro-rata refund, if in its reasonable opinion:
  - i) your behaviour puts either yourself or others at risk;
  - ii) you persist with any form of antisocial or unreasonable behaviour; or
  - iii) it is considered that you are in breach of any of these Terms and Conditions.

#### **9. Membership freeze**

- a) You can request a membership freeze for up to a maximum of 2 months if you have a medical condition or injury that stops you attending classes. fitMK would need proof of any medical condition such as a doctor's certificate. This period allows you time for your recovery. During the freeze period you will not be permitted to attend any training sessions that fitMK provides and your account will be put on hold. Where practicably possible fitMK would need 10 working days' notice before the start of your next payment month. Please note that under no circumstances will such arrangements be backdated.

- b) You will only be allowed one freeze per 12 month period.
- c) There will be a £10 administration fee which will be taken in the first month of the freeze period.

#### **10. Training conditions**

- a) You may train at any fitMK class as long as your membership is paid up to date.
- b) The fitMK timetable of classes may be varied from time to time or in other exceptional circumstances. The current timetable will be as published on the fitMK website ([www.fitmk.com](http://www.fitmk.com)). In the event of any changes due to exceptional circumstances fitMK will endeavor to give you prior notice.
- c) fitMK reserves the right to alter the contents of classes at any time without notice to you for reasons such as, but not limited to, weather conditions, availability of facilities or any staff, and the fitness of class participants.

#### **11. Personal property**

You shall be responsible for your own personal medical requirements, clothing and footwear for the duration of any services provided by fitMK. fitMK accepts no responsibility for any personal property lost, damaged or stolen at any of the sessions or events run by the company. Personal items placed with fitMK's drill instructors may not be secured and are left entirely at your own risk.

#### **12. Accidents/Injury**

If you have an accident or suffer an injury during any of fitMK's sessions you must report this to the drill instructor immediately.

#### **13. Limitation of liability**

- a) All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms and Conditions.
- b) None of the exclusions and limitations in these Terms and Conditions are intended to limit any rights which you may have under statute nor in any way to exclude or limit liability to you for personal injury or death resulting from fitMK's negligence or for any liability incurred as a result of fraud or fraudulent misrepresentation by fitMK.
- c) Subject to 13(a) and 13(b) above, fitMK shall not be liable for any indirect or consequential losses, costs, damages, charges or expenses suffered by you arising in connection with goods or services ordered and supplied.
- d) fitMK's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with any goods or services ordered and supplied shall be limited to the price of the relevant goods (if applicable) or the price of the services ordered by you in the previous month prior to the event giving rise to a claim (if applicable).

#### **14. Changes to these Terms and Conditions and miscellaneous**

- a) If fitMK chooses to waive any breach of these Terms and Conditions it will not stop the company from enforcing these Terms and Conditions strictly at a later date.
- b) fitMK may assign the benefit of these Terms and Conditions and the company's rights hereunder to a third party on notice to you. In the event of this happening, your rights under these Terms and Conditions will not be compromised in any way.
- c) These Terms and Conditions are subject to change. You will be notified of any change to these Terms and Conditions that have a significant effect on your membership. Amended Terms and Conditions will be published on the fitMK website ([www.fitmk.com](http://www.fitmk.com)).
- d) These Terms and Conditions are governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- e) In the event that you have a problem or difficulty with fitMK or any goods or services please contact [simon@fitmk.com](mailto:simon@fitmk.com). You agree to make a good faith effort to work out problems with fitMK directly before invoking legal process. Similarly, fitMK will make reasonable business efforts to work out problems directly with you before the company takes other steps.
- f) You agree not to engage in negative comments, libel or slander regarding fitMK including, but not limited to, publishing, or causing to be published, complaints or derogatory comments about fitMK in any format including, but not limited to, print, newspaper, television, radio or on internet complaint sites, blogs or other public internet forums.
- g) fitMK reserves the right to take photographs of its sessions (which may include you) for press and promotional purposes.
- h) If in any particular case any provision of these Terms and Conditions shall be held to be invalid or as not applying, the other provisions of these Terms and Conditions shall continue in full force and effect.

### **fitMK Limited Terms and Conditions of use for website**

The following terms of use are important and you should read them because, by using the fitMK website, you are indicating that you accept and agree to these terms.

The fitMK website is operated by fitMK Limited, being a private limited company incorporated in England and Wales under registration number 07449524 having its registered office at First Floor, 44 High Street, Newport Pagnell, Buckinghamshire, MK16 8AQ.

On becoming a member of fitMK through purchasing goods or services you are automatically registered on the company's mailing list and this means that you will receive emails from [noreply@fitmk.com](mailto:noreply@fitmk.com) notifying you of the company's latest information and updates. If, at any time, you would like to opt out of the mailing list, please email UNSUBSCRIBE to [support@fitmk.com](mailto:support@fitmk.com).

fitMK may amend these Terms and Conditions from time to time i.e. adding new products or features to the fitMK website, so please check them regularly. However, fitMK will keep you informed of changes via the mailing list and these updates, together with the Terms and Conditions advised to you when you signed up and your continued use of the fitMK website, goods or services will be an indication that you accept and agree to any amendments advised.

If you have a complaint or you want to provide more specific feedback then please email fitMK at [simon@fitmk.com](mailto:simon@fitmk.com).

You may download and print content from the fitMK website only for your private, personal and non-commercial use. fitMK does not guarantee or warrant that any material available for downloading is free from infection, viruses and/or other contaminating codes.

#### **About access to the fitMK website:**

From time to time fitMK will make updates to the fitMK website so the company may have to suspend access, service or functionality on the website without notice. fitMK will not be liable if, for any reason, the fitMK website is unavailable at any time or for any period of time.

As information or data transmitted to or from the fitMK website passes over public telecommunications networks, fitMK cannot guarantee that the operation of the fitMK website will be secure, confidential, uninterrupted or error-free. You agree not to do anything that does or may interfere with the proper working of the fitMK website including, but not limited to, tampering with, or hacking into, the site or the servers on which it resides. By breaching this provision you would commit a criminal offence under the Computer Misuse Act 1990. fitMK will report any such breach to the relevant law enforcement authorities and fitMK will co-operate with those authorities by disclosing your identity to them. In the event of such a breach your right to use the fitMK website will cease immediately.

#### **About content on the fitMK website:**

fitMK, the fitMK signature logo and fitMK.com are unregistered and registered trademarks of fitMK Limited.

Use of the fitMK website does not give you any right to use or reproduce any of its content or the trade marks on it.

Commentary and other materials posted on the fitMK website are not intended to amount to advice on which reliance should be placed. The fitMK website is provided on an "AS IS" and "AS AVAILABLE" basis and fitMK therefore disclaims all liability and responsibility arising from any reliance placed on such materials by any visitor to the fitMK website or by anyone who may be informed of any of its contents.

From time to time the fitMK website may contain links to third party sites and resources. fitMK has no control over the contents of those sites, resources or third parties and accepts no responsibility for them, or for any loss or damage that may arise from your use of them. fitMK does not review, censor, approve, edit or endorse any information placed on third party sites or resources.

**fitMK's liability:**

The material displayed on the fitMK website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, fitMK and third parties connected with fitMK hereby expressly exclude:

- a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- b) any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the fitMK website or in connection with the use, inability to use, or results of the use of the fitMK website, any websites linked to it and any materials posted on it, including, without limitation, any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time, and for any other loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect fitMK's liability for death or personal injury arising from the company's negligence, nor fitMK's liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

**fitMK Limited Privacy Policy**

Your information is safe with fitMK. Rest assured, fitMK collects and processes your personal information in accordance with the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all other applicable data protection legislation, as amended from time to time.

fitMK Limited is a private limited company incorporated in England and Wales under registration number 07449524 having its registered office at First Floor, 44 High Street, Newport Pagnell, Buckinghamshire, MK16 8AQ. fitMK is registered to collect and process data under the Data Protection Act 1998. fitMK deals with any information that you provide the company in accordance with United Kingdom data protection laws. For the purposes of the Data Protection Act 1998, the Data Controller for fitMK is fitMK Limited, First Floor, 44 High Street, Newport Pagnell, Buckinghamshire, MK16 8AQ.

When you use the fitMK website or contact the company by post, telephone or email, fitMK may collect, store and use certain personal information that you disclose to the company. This includes details such as your name, address, telephone number, email address and mobile phone number.

Other than as set out in this Privacy Policy fitMK will not share your personal information with third parties for marketing or any other purposes without your consent, unless fitMK is required to do so by law.

The host of the fitMK website and technical provider has security measures in place to prevent the loss of or unauthorised access to your personal information. Whilst fitMK does its best to ensure the security of your data, fitMK cannot guarantee the security of information transmitted over the internet.

**Cookies:**

fitMK may use small files known as 'cookies' to enhance the experience of users of the fitMK website. A cookie is a small amount of data sent to your computer from the computers used by a website. fitMK may use cookies to monitor your use of the fitMK website and to tailor your experience of the fitMK website so that it best suits you. Most browsers are initially set up to accept cookies. If you would prefer, you can set your browser to refuse cookies or alter you when cookies are being sent. However, it is possible that some parts of the fitMK website will not function properly if you do so. For information about blocking the use of cookies please refer to the instructions/help screen on your internet browser.

fitMK is not responsible for the cookies contained on any externally linked websites.

**Accessing the information fitMK holds:**

You have a right to ask for a copy of the information you have provided fitMK with and which the company holds. fitMK may charge a fee of £10 for providing this information to you.

**Acceptance:**

By submitting your information you consent to the use of that information as set out in this Privacy Policy.

fitMK reserves the right to change this Privacy Policy from time to time. If fitMK does change its Privacy Policy it will post the changes on this page, and may place notices on other pages of the fitMK website, so that you may be aware of the information the company collects and how it uses it at all times. fitMK will also email you should the company make any changes so that you may consent to its use of your information in that way. Continued use of the fitMK website will signify that you agree to any such changes.

**Jurisdiction:**

The English court will have exclusive jurisdiction over any claim arising from, or related to, a visit to the fitMK website, although fitMK retains the right to bring proceedings against you for breach of these Terms and Conditions in your country of residence or any other relevant country. These Terms and Conditions are governed by English law.