



# CoeActive Fitness

Strength | Cardio | Flexibility

## Childs Participant Agreement Terms and Conditions

Before purchasing a service from CoeActive Fitness, we recommend reading this policy as all purchases made with CoeActive Fitness are an acknowledgement of this policy and it's terms and conditions. Whether you become a member/buy a single class pass, purchased the Intro offer or a child's class service, this Participant Agreement becomes a binding contract between you and CoeActive Fitness, and applies to you or your child's participation in the Program/Service. By signing the summary of these T&C's electronically or below, you are acknowledging you have read, agree to and accept all of the terms and conditions contained in this Agreement.

### 1.Scope of Participation

1.1 Children's classes accept children from age 4-11 years old only.

1.2 All services purchased from CoeActive Fitness must be preceded by the child's parent/guardian declaring any physical and/or medical limitations, which may affect their ability to participate in the Program/Service. The child's parent/guardian assumes responsibility of checking with their medical practitioner, physiotherapist, or other health care professional for medical readiness prior to the child's participating in any of the Businesses programs/services.

1.3 We operate a zero tolerance environment. Should a participant or instructor be subjected to any form of physical, verbal or psychological abuse or harm from the child or parent/guardian, memberships/package will automatically be cancelled with no refund to the alleged.

### Physical activity readiness statements

Please read the following statements, should you, the participant answer 'Yes' to any of the statements below, it is solely the responsibility of you (the participant) to inform CoeActive Fitness by completing a PAR-Q (Participant Agreement Readiness Questionnaire) found at the footer of this website.

Alternatively you contact [admin@coeactivefitness.co.uk](mailto:admin@coeactivefitness.co.uk) for a copy of this form. CoeActive Fitness will hold no responsibility for participants who fail to complete a PAR-Q or disclose any other reason why they should not participate in a fitness class.

		YES	NO
1.	Has your doctor ever said that you have a heart condition and that you should only perform physical activity recommended by a doctor?		
2.	Do you feel pain in your chest when you perform physical activity?		
3.	In the past month, have you had chest pain when you were not performing any physical activity?		
4.	Do you lose your balance because of dizziness or do you ever lose consciousness?		
5.	Do you have a bone or joint problem that could be made worse by a change in your physical activity?		
6.	Is your doctor currently prescribing any medication for your blood pressure or for a heart condition?		



1.3 CoeActive Fitness is dedicated to providing a Program/Service, which matches the considerations of the participants as much as is possible within the chosen Program/Service. Whilst every effort is made to keep the Program/Service both safe and effective there is a risk of injury or death with every physical activity. The participant acknowledges that they are taking part of their own free will, and are aware of the risks stated. The Participant agrees that neither they, their heirs, assigns nor legal representatives will sue or make any other claims of any kind whatsoever against the Company whether for personal injury, property damage/loss or wrongful death, whether caused by negligence or otherwise.

1.4 I/CoeActive Fitness reserve the right to refuse access to any Program/Service participant, if in our absolute discretion, we consider that the health of the individual concerned may be endangered by the Program/Service.

1.5 The Participant agrees that the Program/Service is non-transferable and is only for use by the customer who has signed up to the Program/Service.

1.6 We are committed to providing all Program/Service participants with a positive experience. By electronically signing the T&C's summary, you agree that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate your participation in the Program/Service without refund or forgiveness of monthly payments if you become aggressive, disruptive or difficult to work with.

1.7 We kindly request (out of respect for other users) that mobile phones or other devices are not used during the sessions except in the case of an emergency.

1.8 In the case of extreme weather such as exceptional snow or storm conditions, I/CoeActive Fitness may make a decision in the interest of everyone's safety to temporarily cease operations. This decision will be based on Police and Government advice. If such prevailing weather conditions occur, participants will receive an email providing they have activated this option within their MINDBODY profile. Alternatively, members can telephone 07435583892. If sessions are missed due to such circumstances, additional sessions will be added to the following month in lieu of missed sessions. Refunds will not be given in this situation.

## **2. Fees, Payment & Bookings**

2.1 The fees for the program/service are detailed on the final page of this Participant Agreement. The Client is responsible for full payment of fees for the entire selected Program/Service duration, regardless of whether you actually attend or complete the selected Program/Service, and regardless of which payment option you have chosen. Failure to make the agreed payments will result in default of the agreement and your agreement may be forwarded to a third party to recoup the full amount due for the remainder of your Program/Service plus any costs incurred.

2.2 All Program/Services are paid for in advance. Timeslots or places cannot be held until booked, and bookings cannot be made until payment is received.

2.3 All payments must be made on a timely basis. If payments are not made on a timely basis, the Company reserves the right to place your Program/Service on hold.

2.4 All sessions must be used within the specified timescales detailed on the membership/package option.

2.5 Children's classes are term time only and are billed as term time packages. Taster sessions are one off bookings and limited to one per child for each class within a 1 year period.

2.6 All bookings must be made via the CoeActive Fitness website or app.

2.7 CoeActive Fitness will email all parent/guardians to book their child in for the following term. Preference will be given to children already enrolled within CoeActive Fitness. CoeActive Fitness will state a time period in which places can be held before offering the child place to another participant.



2.8 A 10% charge will be applied to all refunds on purchases that were made in error by the participant.

### **3. Refunds and Cancellation Policy**

3.1 Cancellations of bookings are accepted up to 72 hours in advance. Where possible, we will aim to rebook the child in for another session. This may not be possible due to capacity and it is understood by the parent/guardian that the cost of the session will be forfeited. Although we aim to accommodate your child, we will not compromise the safety of our classes or staff.

3.2 Additional evidence may be requested in cases of cancellations within 72 hours (e.g. a Medical Letter, evidence of flight delay etc.). No refunds will be offered.

#### Refunds are payable in the following circumstances: -

- An undeniably unavoidable circumstance prevents you from taking part in or completing your programme (determined on a case by case basis by the business). Written evidence to support this may be requested.
- A 25% cancellation fee is payable if a refund is made. If appropriate a Program/Service credit will be offered in the first instance.
- Program/Service Credits must be used within the stated terms.

#### Refunds are not payable in the following circumstances: -

- You have changed your mind.
- Refunds are not payable for classes which have taken place.
- Your child does not complete the programme.
- A class needs to be cancelled by the business due to severe external conditions e.g. unsafe road conditions due to snow or a severe storm. In this instance, a refund will be offered or CoeActive Fitness will operate a class on a specified date to account for a cancellation.

### **4. Hours and Weeks of Program/Service**

4.1 CoeActive Fitness will run term time classes unless otherwise stated.

4.2 CoeActive Fitness in the unlikely event of operational issues will commit to a refund or a substitute instructor will be implemented.

4.3 Participants are asked to arrive at least 10 minutes prior to the session start time.

### **5. Personal Property**

5.1 Personal property brought to sessions are done so at the participants own risk and the business does not accept liability for any loss or damage whatsoever to such items. For security reasons participants are advised to leave valuable items at home, and to keep personal belongings with them at all times.

### **6. Changes to Program/Services**

6.1 Because I/CoeActive Fitness believes in constant improvement, you agree that the form and nature of the Program/Service may change from time to time without prior notice to you.

### **7. Summary and details of each membership/package**

7.1 Taster sessions are one off sessions, which allow the child to try a class. One taster session per child for each class type, within a one-year period. Parents/guardians will be given the option at the taster class if they wish to enrol their child in for the full term. Full payment will be accepted via card payments only. We do not accept cash or cheque.



## 8. Privacy, Copyright and Violations

I/CoeActive Fitness respects your privacy and must insist that you respect the privacy of fellow Program/Service participants. By accepting the participant agreement terms and conditions, you agree not to violate the publicity or privacy rights of any Program/Service participant. We respect your confidential and proprietary information, and must insist that you respect the same rights of fellow Program/Service participants and of the Company.

- (1) Not to infringe any Program/Service participant's or the Company's copyright,
- (2) That any Confidential Information shared by Program/Service participants or any representative of the Company is confidential and proprietary, and belongs solely and exclusively to the participant who discloses it, or to any Company representative.
- (3) You agree not to disclose such information to any other person or use it in any manner other than in discussion with other Program/Service participants during Program/Service sessions.

By electronically signing the T&C's summary or acknowledging this Agreement, you further agree that

- (4) All materials and information provided to you (for example exercise or eating plans) by the Company are its confidential and proprietary intellectual property, belonging solely and exclusively to the Company and may only be used by you as authorised by the Company.
- (5) The reproduction, distribution and sale of these materials by anyone but the Company is strictly prohibited.
- (6) Photos and video may be taken during classes for promotional material. Purchasing a child's taster session or package gives consent to CoeActive Fitness to use such material freely with CoeActive Fitness having full copyright of such material. CoeActive Fitness abides by section 4.2.2 on our CoeActive Kids Safeguarding and policy procedures (found at the footer of this website)

Further, by electronically signing the T&C's summary or agreeing/acknowledging this Agreement you agree that, if you violate, or display any likelihood of violating, any of your agreements contained in these terms and conditions, the Company and/or other Program/Service participant(s) will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

## 9. Conclusion

I/we have made every effort to accurately represent the Program/Services and their potential. Each individual's results depend on many factors, including their individual considerations from the outset, his or her dedication, desire, and motivation. By accepting these terms and conditions you acknowledge and agree to all of the above.

By accepting the participant agreement terms and conditions and electronically signing the T&C's summary, I hereby agree I have read and understood the Participant Agreement detailed above and that I would like to fully Participate in this program.

