



# CoeActive Fitness

Strength | Cardio | Flexibility

## 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 a acknowledgement of this policy and it's terms and conditions. Whether you become a member/buy a single class pass or purchased the Intro offer, this Participant Agreement becomes a binding contract between you and CoeActive Fitness, and applies to your 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 Participants must be over 16 years of age. Participants under 16 years of age and over 12 years of age must be accompanied by an appropriate adult and accept full responsibility for the under 16 participant.

1.2 All services purchased from CoeActive Fitness must be preceded by the applicant declaring any physical and/or medical limitations, which may affect their ability to participate in the Program/Service. The Participant assumes responsibility of checking with their medical practitioner, physiotherapist, or other health care professional for medical readiness prior to participating in any of the Company's 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, memberships 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 by a monthly recurring payment. 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 the Program/Service on hold.

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

2.5 Annual and monthly rolling contracts will automatically roll over at the end of each booking term. CoeActive Fitness memberships will renew automatically each month on the same date as the original purchase was made. It is the responsibility of the client/member to advise CoeActive Fitness in writing should they wish to terminate their contract/membership.

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

2.7 To change your contract, please contact [admin@coeactivefitness.co.uk](mailto:admin@coeactivefitness.co.uk) 7 days prior to your membership payment date.



terms and conditions. Members who's membership starts on the 15<sup>th</sup> of each month will need to notify CoeActive Fitness of any changes by the 1<sup>st</sup> of the month.

2.8 A 10% charge will be applied to all refunds on purchases that were made in error. This includes drop in passes, bolt on or memberships.

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

3.1 Cancellations of bookings are accepted up to 1.5 hours in advance, and substitute sessions may be booked (subject to availability) before the end of the program/service term. Yoga on Sunday's has a 24 hour cancellation policy.

3.2 Cancellations within the specific class time window are forfeited. If you are unable to attend a session due to circumstances out of your control, CoeActive Fitness will determine on a case-by-case basis if a session credit may be offered. Additional evidence may be requested (e.g. a Medical Letter, evidence of flight delay etc.). No refunds will be offered.

3.3 Cancellations of classes must be made via the website/app or, if access to both is unavailable, please contact Hayley Coe on 07435583892

#### 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 30 days or will otherwise be forfeited.

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

- You have changed your mind.
- Refunds are not payable for classes which have taken place
- You don't complete your 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. An alternative appointment will be offered for a future appointment or an additional class will be added to your next month's allowance of classes.

3.4 To cancel your contract, you must give a 1-month full notice. This must be done in writing to [admin@coeactivefitness.co.uk](mailto:admin@coeactivefitness.co.uk).

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

4.1 Because we believe in having balance in our lives, and recommend the same to our clients, the business will operate for at least 45 out of 52 weeks of the year and charges are set accordingly.

4.2 CoeActive Fitness in the unlikely event of operational issues will commit to providing at least 20 classes per calendar month and we reserve the right to enforce this at any time without prior notice.

4.3 Participants are asked to arrive at least 10 minutes prior to the session start time, in particular for sessions where the warm up is a vital part of the session.

### **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 including cancellations/upgrades/freezes

7.1 FIT4, FIT8, FIT12, Move, Groove and Unlimited memberships are recurring monthly memberships. They have a minimum contract term of 2 months that will automatically renew and debit your account every month on the same date as your original purchase date. You must inform CoeActive Fitness by email with a full 1 months notice if you wish to cancel. Should FIT20 and Unlimited members 'late cancel' classes more than 3 times in a month, they will first be issued a written warning. Should they 'late cancel' more than 3 times in a second month, their membership will automatically be downgraded to Move for the 3rd month onwards. The option to upgrade will not be offered to the client until their 6th month.

7.2 All memberships have the option to 'Freeze for a month'. The 'Freeze' will last no less, and no more than 1 month. FIT4, FIT8, FIT12, FIT20 move, groove and unlimited memberships can freeze their membership once in a 12-month period.

## 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.

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.



