



CoeActive Fitness

Strength | Cardio | Flexibility

Participant Agreement terms and conditions

By signing this Participant Agreement, any purchase from CoeActive Fitness will be bound by this Participant Agreement, it 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.

COVID-19 Terms and Conditions

- Due to the current situation with Coronavirus and the far-reaching implications this will have, CoeActive Fitness has put measures in place to make sure the members and the longevity of the business are protected.
- As per government guidelines, face to face classes were given permission to resume from 25th July 2020. CoeActive Fitness began face-to-face classes from August 4th 2020, it will be the discretion of CoeActive Fitness as to how many classes will return and when.
- Please refer to the members welcome pack which will prepare you for returning to face to face classes.
- Members have the option to cancel their membership during Covid-19, please refer to the general T&C's below for this.
- As we return to face to face classes, the schedule will continue to grow and change. By purchasing a contract from CoeActive Fitness, you understand that classes with no prior notice can, but not limited to:
 - Change from online to face to face
 - Change day/time whether face to face or online
 - Change instructor
 - Change venue
- All memberships will have access to online classes, face to face classes, pre-records and our On-Demand channel.

You are aware that as a business, we operate a membership that has full access to all classes as well as an online class only membership.

As the member it is your choice how you use the classes, if you decide to limit your choices by either instructor, venue or any other element, you understand that this is a choice and understand that the class schedule may continue to change as we navigate Covid-19.

All the T&C's will remain firmly in place regardless of any changes. Please be flexible in your approach to class choice for best member experience.

Class COVID-19 secure protocols

- Before each class you now need to wait outside until 5 minutes prior to the class start time. Please queue sensibly until the instructor comes to opens the doors. This will allow time for



the Instructor to ensure that the venue is prepared and for any previous classes to exit safely.

- On entry into the venue, there will be a hand sanitisation area for you to use.
- You may also wish to wash your hands in the kitchen area using the antibacterial soap provided.
- Only 1 person will be allowed in the kitchen at a time to enable social distancing.
- When you get in, head straight to a designated spot marked with an X.
- Each X is more than 2 metres apart from another to enable social distancing. Routines have also been modified to avoid too much moving from your X. This has led to reduced class sizes.
- We know that you have all missed each other but no hugging other members or instructors.
- Avoid touching your face.
- Only bring essential personal items into class as these will have to be kept in your X zone. Please avoid bringing in excess garments as these can be trip hazards. Please do your best to keep 2 metres apart from everyone else at all times.
- Unfortunately, no singing, shouting or whooping when the music is playing. The instructor will turn the music down during breaks to allow you to talk to each other and the instructor at a normal volume. This minimises the risk of COVID transmission.
- Remember to catch coughs and sneezes in tissues –Follow Catch it, Bin it, Kill it.
- Please wash or sanitise your hands when leaving.
- The WHO Guidelines state not to wear masks during exercise.

What to do if you have been to class and are exposed to coronavirus or show symptoms

- Please do NOT come to class.
- You will be expected to use the government test and trace service.
<https://www.gov.uk/guidance/nhs-%20test-and-trace-how-it-works>
- If self-isolating, you will need to inform CoeActive Fitness.
- You'll then be asked to go to a local test centre to get a COVID Test or to stay away from classes for 14 days.
- Once test results are back you must share results with CoeActive Fitness. All medical information will be kept private; however, we must follow the NHS Test and Trace, and this may involve informing other instructors and some members that someone has tested positive for COVID-19. We will do this anonymously.
- As a precaution, we'll contact everyone who has been in the same class as the infected person. Everyone in that class (including the infected person) must stay away from the studio until either:
 - they get negative test results,
 - or we get advised by NHS Test & Trace that people are safe to come back.
- The venue will be deep-cleaned, and we may need to shuffle the timetable around as some instructors will be self-isolating.



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 member/single class 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.

1.4 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 In the case of extreme weather such as exceptional snow or storm conditions, 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 stating this. 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.

1a. Physical activity waiver upon registration sign up

During your sign up to TeamUp, you will have completed a waiver. It is solely the responsibility of you (the participant) to have completed this waiver accurately and truthfully. CoeActive Fitness will hold no responsibility for participants who fail to disclose any reason why they should not participate in a fitness class.

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.



2. Fees, Payment & Bookings

2.1 The participant 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 by a monthly recurring payment. Classes can be booked 14 days in advance, pre-records can be booked 5 days in advance. Classes can be booked 14 days in advance at all times including before payment has been taken. If, however payment fails on the debit date, classes will be cancelled. It is up to the participant to rebook classes once payment has been taken.

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 membership on hold.

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

2.5 Move, Groove, Advanced and Unlimited memberships are recurring monthly memberships, as are our old contracts FIT4, FIT8, FIT12 and FIT20. They have a minimum contract term of 2 months and will automatically renew and debit your account on the sale date of your original purchase.

2.6 Members can cancel their membership via their TeamUp account provided they are not within their contract term. Cancellation period is 30 days.

2.7 Members can upgrade their account at any time and pay pro-rata via their TeamUp account. The minimum contract term will apply to every membership change. To downgrade, please email CoeActive Fitness 14 days in advance of their debit date.

2.8 A 10% charge will be applied to all refunds on purchases that were made in error. This includes drop in passes and bolt-on's.

2.9 All members have a 7-day money back guarantee on their first purchase with CoeActive Fitness only. Returning customers, regardless of how much time has lapsed, will not have this 7-day money back guarantee. They will be subject to the minimum contract terms.

3. ZOOM and online classes

3.1 It is the member's responsibility to make sure they have a stable internet connection for online classes. Class credits will not be refunded if the member cannot complete the class due to internet issues.

3.2 All members should make sure their floor area is clear from obstructions including furniture and pets. The floor should not be slippery and correct attire should be worn.

3.3 All members are required by FitPro insurance to have their video in Zoom turned ON. Failure to do this will result in the member taking full liability for not being covered by insurance. The T&C's relating to liability will be upheld to the fullest extent.

3.4 Devices should be on a stable surface with no risk to falling and causing injury.

3.5 Only members are permitted to attend class. Should members wish to add a family/friend (same household) to class, please email admin@coeactivefitness.co.uk. CoeActive Fitness will then require a profile to be



made by the family member and a package of class online bolt-ons will be sold. The package is 10 online family bolt-ons for £30. These credits must be used within 3 months and only with the member present in class using the same device screen.

4. Refunds and Cancellation Policy

4.1 Cancellations of bookings are accepted up to 1.5 hours in advance. Yoga on Sundays is 24 hours.

4.2 Cancellations within 1.5 hours of the session 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.

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 Company). 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 after 7-day money back guarantee period.
- Refunds are not payable for classes which have taken place.
- You do not use your membership.
- If a class needs to be cancelled by the Company 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.

5. Hours and Weeks of Program/Service

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

5.2 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.

6. Personal Property

Personal property brought to sessions are done so at the participants own risk and the Company 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.

7. Changes to Program/Services



Because 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.

8. Class Etiquette (During the current coronavirus pandemic, these have been superseded by the new rules stated at the top)

- 8.1 Please wear appropriate fitness clothing and footwear.
- 8.2 Please be mindful and respectful of others.
- 8.3 Ensure all bags, coats and water bottles are kept off the floor and away from member's feet.
- 8.4 Checking in is easy. Simply go to your class instructor and they will check you in!
- 8.5 Please arrive at least 10 minutes before the start of your class.
- 8.6 Please don't be late.
- 8.7 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.

9. Privacy, Copyright and Violations

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.
- (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.

10. Conclusion

CoeActive Fitness has 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.

I hereby agree I have read and understood the Participant Agreement detailed above and that I would like to fully participate in this program.

